

General Terms and Conditions

for the provision of infrastructure-related services

Revised: 5/20/2022

Preamble

These General Terms and Conditions regulate the details of infrastructure-related services rendered by B.I.G. Corporate Services GmbH (hereinafter referred to as the “Contractor”) to the customer. Together with the Contractor’s offer, these General Terms and Conditions represent the complete service contract, which is deemed to be concluded by common consent between the Contractor and the customer (hereinafter together the “Parties”).

Section 1 Scope of application

- 1.1 These General Terms and Conditions shall apply exclusively to transactions with companies, bodies corporate under public law or special funds under public law for the purposes of section 310(1) of the German Civil Code. The Contractor does not accept any terms and conditions of the customer that are contrary to or deviating from these present General Terms and Conditions, unless expressly agreed upon in writing.
- 1.2 The customer will be informed in writing of any changes the Contractor makes to these General Terms and Conditions. These changes shall be deemed approved if the customer does not object in writing within two weeks after notification of the changes.

Section 2 Conclusion of the service agreement

The service agreement will be concluded if and when the customer, following the Contractor’s written offer (which includes a list of services and a price lists), accepts such offer by sending a signed written document via mail, fax or e-mail to the Contractor.

Section 3 Commission of services

- 3.1 The acceptance of the written offer of the service packages as stipulated in section 2 above shall be deemed to be the confirmation and documentation of the commission of the individual service packages, including service specifications and prices. The agreed service packages must be called in full by the Parties during the term of the service agreement, unless they are terminated or canceled.

Section 4 Changes to services and prices

- 4.1 The Contractor must be immediately informed in writing if individual service packages are canceled before commencement of performance or terminated after commencement of performance. Commencement of performance shall be the day on which the Contractor first starts to render performance to the customer.
- 4.2 The six-week period of notice as of the end of any calendar quarter stipulated in section 8.2 applies to the termination of individual service packages after commencement of performance. The Contractor and the customer both have the right to terminate individual service packages. A termination of an individual service package shall not affect the validity of the remaining service agreement and the remaining service packages.
- 4.3 Individual service packages may be canceled and the entire service agreement may be terminated before commencement of performance without observing a separate notice period. However, the regulations on the payment of the remuneration stipulated in section 4.4. shall apply.

4.4 In case the customer – before commencement of performance by the Contractor – cancels individual service packages agreed at a lump-sum price or if the customer terminates the entire service agreement before commencement of performance, the customer is obliged to pay:

- 25% of the total order value for a termination up to eight weeks before the agreed commencement of performance
- 50% of the total order value for a termination between eight and four weeks before the agreed commencement of performance
- 75% of the total order value for a termination between four and two weeks before the agreed commencement of performance and thereafter 100% of the total order value.

The total order value is the sum of the remuneration for the services that were initially agreed upon and canceled thereafter for the term of performance as stipulated in the offer.

4.4 Any work performed will be invoiced in full.

4.5 Additional service packages, to be remunerated separately, which are not included in the specification of services in the initial service agreement, may be ordered by the customer at the conditions and prices applicable to the currently valid service packages/service specifications. The currently valid version of the service packages/service specifications will be sent to the customer upon request.

4.6 Additional orders of service packages during the term of the service agreement are to be made with a reasonable lead time (usually three months) in writing via e-mail. The Contractor reserves the right to reject such inquiry for good cause, including without limitation due to insufficient lead time or for capacity-related reasons.

4.7 The Contractor is entitled to adjust the initially agreed prices for the individual service packages once per calendar year. In case of a price increase of more than 10%, the customer is entitled to terminate the service agreement as of the end of the month following the month in which the customer was informed in writing of such price increase, by giving written notice to the Contractor.

4.8 In case of any change to the scope of performance (increase of the scope of performance by ordering additional service packages and/or decrease of the scope of performance by termination of individual service packages) or in case of a price change, the underlying service agreement must be revised to include these changes. On the date this revised service agreement is signed by both parties, it will fully replace the preceding service agreement. This

includes the annexes to the service agreement, which become part of the contract, as amended, once the revised service agreement is signed. The changes to performance or prices will not take effect before the revised services agreement is signed.

Section 5 Execution of the contract

5.1 The Parties will make available to each other the information and documents required in order to fulfill each Party's obligations.

5.2 The customer must support the Contractor in rendering the agreed performance by reasonably cooperating free of charge to the extent required.

5.3 If the customer is in delay in acceptance or otherwise culpably violates their obligations to cooperate, the Contractor shall be entitled to claim compensation for any related damage incurred, including any additional expenses. We reserve the right to assert further claims for damages.

5.4 The Contractor will render the contractually agreed services using utmost care and diligence and in accordance with established state of the art, taking into consideration, to the extent required and reasonable, general process descriptions and industry standards as well as specific provisions, methods and application practices of the customer, if any.

5.5 The customer must grant access to their premises to the employees of the Contractor as well as to employees of sub-contractors, if any, during business hours as required for rendering the performance.

5.6 The Contractor is entitled to use sub-contractors for the services to be rendered to the extent such sub-contractors are qualified to render the relevant services.

Section 6 Granted rights

6.1 Each of the Parties remains the owner of their respective intellectual property, know-how, procedures and software and will not be restricted in the use thereof by the service agreement.

6.2 The work results created during the project will be the property of the Party whose employees and/or representatives created them. Unless otherwise agreed upon, each of the Parties will be granted a non-exclusive right of use without restrictions as to time, place and content, to the work results created during the project. Such right of use also gives the Parties the right to use the work results for third parties.

Section 7 Remuneration and invoicing

- 7.1 The customer undertakes to pay to the Contractor an arm’s length remuneration for the agreed services (hereinafter referred to as the “Remuneration”). Such Remuneration for the agreed services is defined in more detail in the service packages and prices stipulated in the service agreement.
- 7.2 Cash expenses or other specific costs the Contractor incurs upon the customer’s express request will be invoiced at cost price.
- 7.3 Invoices will be issued monthly, five working days after the end of the month of performance. Payment shall be made 14 working days after the date of the invoice without a discount. All prices are stated net of the applicable statutory VAT. Upon mutual agreement of the Parties, invoices may be issued on a quarterly basis. Such agreement is to be made separately and in writing.
- 7.4 The Remuneration must be paid to the Contractor’s bank account stated in the offer.

Section 8 Term and termination of contract

- 8.1 The service agreement will enter into force once it is signed and shall remain in force for the term agreed upon in the offer; should no term be agreed upon, for an indefinite period of time.
- 8.2 In case of a fixed term, the right of termination without cause is excluded. If the service agreement is concluded for an indefinite period of time, it may be terminated by either Party upon six months’ prior notice as of the end of any quarter.
- 8.3 This shall not affect the right to extraordinary termination.
- 8.4 A termination must be in writing to be effective.
- 8.5 After the termination of the service agreement, the Contractor has the obligation to return or delete any work and business documents and other materials immediately and without any request being required. Any right of retention shall be excluded. Electronic data must be completely deleted. This shall not include documents and data subject to a longer statutory period of preservation until the expiration of such period of preservation. Upon request, the Contractor must confirm the deletion to the customer in writing. The customer shall be subject to the same obligations to the extent the customer received work and business documents or other materials from the Contractor in relation to the contractual work.

Section 9 Confidentiality

- 9.1 The Parties undertake to keep strictly confidential any and all oral and/or written information and documents made accessible to them directly or indirectly and containing know-how and intellectual property, products, customers, sales territories, suppliers, ongoing and future projects as well as any and all other information that is marked or clearly recognizable as confidential information. All employees or third parties involved in the execution of the project will be subjected to confidentiality obligations and any violation thereof will be subject to a reasonable contractual penalty.
- 9.2 This confidentiality obligation does not cover information that is already part of the public domain and shall survive the termination of the cooperation between the Parties based on termination or cancellation agreement.
- 9.3 The Parties must refrain from exploiting or copying the confidential information for purposes other than the purpose of the contract between the Parties (this includes without limitation reverse engineering) or have the confidential Information exploited or copied by third parties, including without limitation refraining from applying for industrial property rights (e.g. marks, designs, patents or utility models) for the confidential information.
- 9.4 The Contractor may work for other customers during the term of the service agreement.

Section 10 Relation to third parties

The Contractor may have relations to third parties during the provision of the services (e.g. application processes, communication tasks, contact with other service providers, etc.).

Section 11 Right to give instructions

- 11.1 The customer shall not have any right and/or obligation to give instructions to the Contractor’s employees in relation to the execution of the work, neither regarding their professional duties, nor disciplinary, nor otherwise. The right to give instructions remains with the Contractor.
- 11.2 The right and/or obligation to give instructions to the customer’s employees regarding their professional duties or disciplinary or otherwise remains with the customer.
- 11.2 In all other aspects, the Contractor is not subject to the customer’s instructions when rendering the agreed services and performing their duties.

Section 12 Liability

- 12.1 The Contractor's liability for any violation of contract or other claims for damages shall be limited to willful intent and gross negligence. This shall not include liability for injury to life, limb or health of the customer's employees.
- 12.2 The Contractor shall not be liable for any claims resulting from the customer's illegal actions and/or operational organization. The Contractor will not guarantee the legal conformity of the customer but will only take on an advisory role.
- 12.3 This means the Contractor will not be liable for any claims resulting from accidents at work any employees of the customer suffer that are due to lack of occupational and/or industrial health and safety. The customer is responsible for compliance with statutory occupational health and safety regulations regarding the customer's employees.

Section 13 Contractual penalty

If one of the Parties violates their obligations based on sections 6, 9 or 10, the other Party shall be entitled to demand payment of a contractual penalty amounting to EUR 50,000 for each case of violation. In justified cases, the injured Party may claim higher damages than that.

Section 14 Data protection

The Contractor undertakes to treat confidentially and only process in accordance with statutory regulations any and all data concerning the customer or the customer's employees the Contractor receives in connection with the service agreement. If the processing of personal data is a central feature of the services to be provided, a contract for commissioned data processing will be concluded in accordance with section 16.1.

Section 15 Changes and collateral agreements

There are no oral collateral agreements. Any changes or amendments to the service agreement must be in writing in order to be legally valid. This shall not affect the priority of individual oral contractual agreements made between the Parties after the agreement was concluded (as stipulated in section 305b of the German Civil Code).

Section 16 Special Terms and Conditions; Data processing contract

- 16.1 If the services ordered comprise the processing of personal data, a separate contract for

commissioned data processing must be concluded as described in Art. 28(3) of the GDPR and such separate contract will become an integral part of the service agreement.

- 16.2 If the services ordered comprise the provision and/or use of software, a separate agreement on the General Terms and Conditions of Software Use must be concluded and such separate agreement will become an integral part of the service agreement.
- 16.3 If the provision of the services requires the conclusion of other separate Terms and Conditions, e.g. regarding copyrights or rights of use, such separate agreements will be made between the Parties. These additional agreements will become an integral part of the service agreement.

Section 17 Place of jurisdiction, place of performance

- 17.1 The place of jurisdiction for any and all disputes arising out of the service agreement shall be Berlin, Germany.
- 17.2 The place of performance for all services shall be the Contractor's registered office.

Section 18 Miscellaneous

- 18.1 The business relationship between the Parties is exclusively subject to German law.
- 18.2 The rights and obligations from this framework agreement and from any and all agreements made in accordance herewith shall be subject to the other Party's consent. Such consent shall not be unreasonably withheld.
- 18.3 In case of any conflicts between the provisions of the service agreement and these General Terms and Conditions, the relevant service agreement shall prevail.

Section 19 Severability clause

Should one of the provisions of the service agreement or of these General Terms and Conditions be or become ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions of the service agreement or of these General Terms and Conditions. Such ineffective provision will be replaced by a legally effective provision which comes as close as possible to the economic intent of the ineffective provisions and does not collide with the remaining contractual provisions. The same shall apply mutatis mutandis to any gap.