

Cellforce Group GmbH General Terms and Conditions of Purchase for Goods, Work and Labour and/or Other Services Status 12/2022

1. **Contractual basis**
 - 1.1 The legal relationship between Cellforce Group GmbH or the company affiliated with it as defined in Section 15 German Stock Corporation Act (*AktG*) (hereinafter "Cellforce") that commissions the services on the basis of these GTC and the Contractor are based on these General Terms and Conditions of Purchase and any other written agreements, including amendments and additions. As well as the written form, the text form and transactions by means of an electronic system provided by Cellforce shall suffice. There are no collateral agreements.
 - 1.2 The Contract shall be based in the following order of precedence on the Contract concluded with the Contractor, the particular orders/call-offs including the respective reference documents and these General Terms and Conditions of Purchase.
 - 1.3 Contractor's General Terms and Conditions shall not apply, even if they have not been expressly rejected in specific cases.
2. **Ordering and Change Request**
 - 2.1 Contracts (order and acceptance) and call-offs, as well as amendments and additions thereto must be concluded or made in writing.
 - 2.2 If the Contractor does not accept the order within five working days of its receipt, Cellforce shall be entitled to revoke the order. Call-offs become binding if the Contractor does not object within five working days of receiving the order.
 - 2.3 Cellforce shall be entitled to request changes to the contractual services to a reasonable extent. Cellforce must come to an agreement with the Contractor in this regard. The Contractor shall advise the effects of changes to contractual services on the remuneration and timeframe without delay. If there is any question of a change in remuneration or completion date, this must be jointly recorded in writing. Otherwise, remuneration and timescale shall remain unchanged.
3. **Invoicing and payment**
 - 3.1 When invoicing is carried out on a time and material basis, the invoices to be submitted in accordance with the contract/call-off, or otherwise monthly in arrears, shall mandatorily include particulars of the number of employees that have carried out the invoiced contractual services, the number of days worked by these employees, the daily rate for the employees whose services are the subject of the invoice, the originals of all signed timesheets which are to be produced, and a description of the expenses invoiced. Expenses shall only be reimbursed to the extent agreed in the contract/call-off and, if an all-inclusive rate has not been agreed, only against proof of expenditure.
 - 3.2 Payment will be made within 30 days from receipt of invoice unless otherwise expressly agreed. This period shall commence on the day on which the invoice is received but not, however, before the agreed delivery date or service date and not before the actual shipment of the items or the provision or acceptance of the service.
 - 3.3 Payment shall be made by bank transfer.
 - 3.4 If deliveries or services are faulty, Cellforce shall be entitled to withhold payment pro rata by value until orderly completion.
 - 3.5 Unless prior written approval is granted by Cellforce (which shall not be unreasonably withheld), the Contractor shall not be entitled to assign its claims against Cellforce or to arrange for such claims to be collected by third parties. If, contrary to sentence 1, the Contractor cedes its claim against Cellforce to a third party without Cellforce's consent, the cession shall nevertheless be valid. Cellforce may, however, make payment to the Contractor or the third party at its own discretion with the effect of discharging his obligations.
4. **Provision of services and obligation to inspect and inform**
 - 4.1 The Contractor is obliged to provide the contractual services such that they have the characteristics described in the Contract or call-off, including reference documents, and are not subject to defects which nullify or reduce the value or suitability for normal use or the use intended under the contract/call-off. The contractual services shall be provided based on the current state of the art in terms of science and technology, and with due observation of the degree of diligence usual in the industry, but at least with the diligence of a prudent businessman. The relevant statutory and official regulations must be observed. The status at the time of carrying out the respective contractual services shall be definitive. The results of the contractual services must comply worldwide, in particular in Europe (geographically), the United States (including California), Canada, Australia, New Zealand, Japan, India, Republic of South Africa, GSO States (United Arab Emirates, Saudi Arabia, Bahrain, Oman, Qatar, Kuwait), China, South Korea, Hong-Kong, Taiwan, Brazil, Thailand, Mexico, Russia and EAEU (Eurasian economic Union: Russia, Belarus, Armenia, Kyrgyzstan, Kazakhstan) with all approval regulations, the applicable safety requirements, and all rules pertaining to testing, the environment (including vehicle emissions and certification requirements as well as information reporting obligations), and identification/labeling. The Contractor agrees to promptly notify Cellforce, the California Air Resources Board („CARB“) and the Attorney General of the State of California (the „California Attorney General“) when the Contractor providing, or performing work related to, engine control unit hardware or software has reason to believe that a Defeat Device, as defined in 40 C.F.R. § 86.1803-01 and 42 U.S.C. § 7522(a)(3)(B), has been included in, designed for or requested for a vehicle. If the subject matter of this Contract includes creating or modifying engine control unit software and that is anticipated to be the subject of any filing with CARB, the Contractor agrees to (i) disclose, in the documentation for the software, for; and to (ii) maintain a change log of, any feature, that is known or reasonably should be known to detect emissions testing or function as an AECD (Auxiliary Emission Control Device), as defined in 40 C.F.R. § 86.1803-01.
 - 4.2 The Contractor shall ensure that the delivery items that are the subject matter of this Contract fully comply with the environmental, material and substance requirements defined in VW 91100, VW 91101, VW 91102 and VW 50156. The Contractor must ensure that components, operating supplies and process materials which remain on the vehicle or are intended for the supply of spare parts can be used worldwide in accordance with the respective legal requirements on substances and materials (in particular chemicals, heavy metals, persistent organic pollutants and biocides). The intended uses and legal deadlines must be taken into account. Furthermore, the Contractor shall provide notification about the material composition in accordance with the requirements and deadlines specified in VW 91101 and VW 50156 and shall immediately provide notification of any changes, enquiries by governmental authorities and doubts about worldwide applicability.
 - 4.3 The Contractor shall provide the contractual services at the place defined in the Contract or call-off, including reference documents, or in a separate written agreement.
 - 4.4 Partial performance shall require the prior written agreement of Cellforce and must be contractually agreed.
 - 4.5 If the Contractor has concerns regarding the intended manner of execution or the materials, studies, preparatory work or documents provided by Cellforce, these must be advised in writing to Cellforce without undue delay. The same shall apply if the Contractor is aware or ought to be aware that other information or requirements of Cellforce are in error, incomplete, not clear or not suitable for execution.
 - 4.6 If, while the contractual services are being provided, changes or improvements are seen to be expedient or necessary, the Contractor must immediately inform Cellforce of this in writing and obtain a decision regarding a possible change to the contractual services.
 - 4.7 With justified cause (e.g. in case of non-compliance with agreements, milestones etc. by the Contractor), Cellforce shall be entitled to check the provision of contractual services by the Contractor during normal business hours and inspect the materials, documents and results which are directly or indirectly associated with the contractual services.
5. **Provisions of services by third parties**
 - 5.1 The Contractor is not authorized to have the contractual services, or parts thereof, provided by subcontractors. Exceptions shall require the prior written agreement of Cellforce.
 - 5.2 In all cases, when using subcontractors, the Contractor must observe the relevant laws and regulations, in particular the employment and social security laws. It shall indemnify Cellforce from all claims by third parties in connection with the use of subcontractors. The Contractor shall be liable for the actions and omissions of the subcontractors as well as for its own actions and omissions.
6. **Deployment of staff, Minimum wage and deployment abroad**
 - 6.1 The Contractor shall only employ staff who are qualified both technically and on a personal level for carrying out the contractual services and tasks specified in the purchase order. This also applies should members of the Contractor's staff be replaced. The Contractor shall be responsible for the consequences of changes to its staff in this respect, in particular all costs for replacing staff and the familiarization of replacement staff.
 - 6.2 The Contractor shall identify to Cellforce a contact responsible for managing the contractual services and this person is the main point of contact for communications with Cellforce (representative). The Contractor and Cellforce may also appoint more than one representative if the scope and/or complexity of the assignment requires it. The Contractor undertakes to identify representatives to Cellforce in writing in advance. Cellforce must also be advised beforehand in writing if there is a change of representative.
 - 6.3 Before the start of contractual performance the Contractor is required to screen for terrorist activity all persons who are deployed at Cellforce's factory premises to perform the contractual service. Therefore, the last name, first name, date and place of birth are to be verified against sanctions lists pursuant to Council Regulations (EEC) No. 2580/2001, No. 881/2002 and No. 753/2011 as well as any amendment to the lists of names which have been or will be issued by the European Commission. The check has to be repeated periodically, but as a minimum once per year. Cellforce has the right to request proof from the Contractor that the appropriate verifications have been performed. If the contractor is AEO-certified (AEO C/S or at least AEO S), i.e. authorized economic operator, the obligations under section 6.3 are deemed to be fulfilled.
 - 6.4 The contractual services shall be provided under the responsible management of the Contractor. The Contractor shall retain sole technical, personal and disciplinary authority for the staff employed by the Contractor within the framework of the subject matter of the Contract.
 - 6.5 If foreign staff are employed, the Contractor shall undertake to ensure that they have a valid residence permit which entitles them to engage in gainful employment. A valid work permit in accordance with the currently applicable regulations must be presented to Cellforce on request.
 - 6.6 The Contractor shall undertake to pay its employees at least the statutorily prescribed or contractually agreed minimum wage. Further, the Contractor shall undertake only to employ such subcontractors that likewise contractually undertake to pay at least the legally prescribed or contractually agreed minimum wage to their employees. The Contractor shall place the subcontractors instructed by it under this obligation.
 - 6.7 In the event of an infringement of the provisions of the Minimum Wage Act (*MiLoG*), the Contractor shall undertake to comprehensively indemnify and hold harmless Cellforce from and against any and

- all obligations associated with such an infringement and also to compensate Cellforce for any damages resulting from a culpable infringement.
- The same obligation shall apply to the Contractor if a subcontractor instructed by him should infringe the provisions of the Minimum Wage Act (MiLoG). If a claim should be made against Cellforce by an employee of the Contractor for payment of the statutory minimum wage, the Contractor shall undertake to provide to Cellforce all information necessary for the defence against the claim and any action for payment. This shall also apply following termination of the contractual relationship between Cellforce and the Contractor. The Contractor shall guarantee to place subcontractors instructed by it under this obligation and to pass the necessary information to Cellforce without delay if an employee of the subcontractor lodges claims against Cellforce.
- 6.7 Should the Contractor deploy employees abroad on a cross border basis to perform the contractual services and tasks listed in the purchase order, the Contractor undertakes to comply with all obligations for which he is responsible in respect of legislation pertaining to labour, foreign workers, tax and social insurance as well as other obligations relating to national and foreign law. Cellforce shall inform the Contractor of the relevant place of performance in good time.
- 6.8 The Contractor shall undertake to comprehensively indemnify and hold harmless Cellforce from and against any and all third-party claims resulting from the Contractor's breaches of his obligations pursuant to section 6.8 and also to compensate Cellforce for any losses resulting from a culpable infringement.
- 7. Delivery dates, deadlines and contractual penalties**
- 7.1 The timescales and effective dates (hereinafter "Milestones") for services and deliveries are defined in the contract/call-off, including reference documents, or in a separate written agreement, and are binding. As soon as one of the Contracting Parties notices that the agreed Milestones cannot be maintained, it shall inform the other Contracting Party immediately and provide reasons for the delay. The Contracting Parties shall jointly discuss the effects of exceeding the schedule and possible remedies. Unless otherwise agreed, the statutory regulations for default shall apply in the event of changes to the time schedule initiated by the Contractor.
- 7.2 The statutory provisions relating to delay shall also apply.
- 7.3 If a penalty for delays which are the responsibility of the Contractor has been agreed in the contracts/call-offs, Cellforce reserves the right to lodge a claim for damages above this amount. The right to demand payment of an agreed penalty shall not be forfeited by the fact that the penalty was not expressly reserved when accepting the delayed delivery. However, the reservation must be declared by Cellforce at the latest on payment for the delayed service. A paid penalty is to be deducted from claims for damages for delay, if the penalty and the damages are based on the same delay.
- 8. Force majeure**
- Force majeure, lawful labour disputes, civil disturbances, action by official bodies and other unforeseeable, unavoidable and serious external events shall release the Contracting Parties for the duration of the problem and, to the extent affected by such occurrences, from their duties to perform. The Contracting Parties shall within the framework of what is reasonable, be required to provide the required information without undue delay and adjust their obligations to suit the changed conditions in good faith.
- 9. Delivery**
- Unless otherwise agreed in writing, delivery shall be made in accordance with DAP (Incoterms 2020) to Cellforce's registered office or a place of delivery specified in the Contract or call-off including reference documents.
- 10. Quality and documentation**
- 10.1 When making the delivery the contractual party shall provide Cellforce with written information on the characteristics and composition of the delivery item, where this is required to fulfill conditions imposed by the authorities or by law in Germany and abroad or where it can usually be expected that such information will be provided in accordance with recognized standards. More especially this includes a Certificate of Analysis in cases where the delivery item is a chemical substance. In cases of doubt, the contractual party shall come to an agreement with Cellforce as to whether this information is necessary.
- 10.2 The supplier guarantees that the quality of the goods it delivers to CELLFORCE complies with the requirements. The goods may always be examined in addition by CELLFORCE or by a company engaged by Cellforce via the quality assurance system, if necessary with the involvement of CELLFORCE's customer. It is the responsibility of the supplier that all rules and agreements with CELLFORCE are passed on to sub-suppliers and implemented by them. 10.3 Where Cellforce requires initial samples, the contracting party shall only be allowed to commence production of the delivery item after written approval has been received from Cellforce.
- 11. Acceptance**
- 11.1 Insofar as contractual services are subject to acceptance, the Contractor shall notify Cellforce in writing of completion of its contractual services, hand over the contractual services to Cellforce or make them available for acceptance. An acceptance date must then be agreed.
- 11.2 It is possible to agree on the acceptance of individual, self-contained parts of the contractual services (partial acceptance) within a contract. Such acceptance is then deemed to be acceptance in legal terms with regard to the partial performance. The Contracting Parties may agree that after completion of all agreed partial acceptances, it is established that contractual performance has been accepted in its entirety.
- 11.3 Unless partial acceptance has been agreed in accordance with section 11.2 a joint assessment of the condition of parts of contractual performance by Cellforce and the Contractor during the progress of the project (performance assessment) shall not constitute acceptance in legal terms. As a rule, performance assessments are subject to acceptance in legal terms. The result of the performance assessment must always be documented in writing in a protocol to be signed by both Contracting Parties.
- 11.4 Acceptance shall take place within four weeks of Cellforce's receipt of notification of completion of partial or total performance and handover/provision of the contractual services, unless a different date has been agreed. If verification of the contractual services by the Contractor requires commissioning or putting into use for test purposes, acceptance shall only take place after the tests have been successfully completed. The result of acceptance must always be documented in writing in a protocol to be signed by both Contracting Parties.
- 11.5 Payments by Cellforce do not mean that the contractual services have been accepted by way of partial or total final acceptance or that acceptance has been waived.
- 12. Notification of defects**
- Cellforce must notify the Contractor in writing within 14 days of receipt of delivery of any defects in the delivery of items where these involve clearly recognizable defects and transport damage or identity and quantity deviations. In the case of all other defects of items, notification of the defects

shall be deemed to be timely if this takes place within 14 days of discovering the defect.

- 13. Material defects**
- 13.1 Claims arising from warranty for defects shall be statute-barred 36 months after transfer of risk or acceptance unless a longer limitation period is provided by law.
- 13.2 In case of defects, Cellforce shall have the option of requesting that the defect be rectified or the items or services be replaced or remanufactured. If rectification of the defect is unacceptable to the Contractor, it must supply a defect-free replacement or manufacture a new item. The costs of rectification, including any installation and dismantling costs, shall be borne by the Contractor.
- 13.3 If the Contractor refuses to carry out the rectification, if the rectification is unsuccessful, if Cellforce does not find it reasonable or if the Contractor does not meet Cellforce's requirement to carry out the rectification within a reasonable time in the individual case, Cellforce shall be entitled to make further claims based on defects according to statutory regulations and, in the case of work and labour services, including the right to remedy the defects itself.
- 13.4 Notification of a defect to the Contractor shall suspend the limitation period. If the Contractor is notified of a defect within the limitation period, the Contractor shall forego any defence under the statute of limitations.
- 13.5 The statutory provisions shall also apply.
- 14. Contractor's liability**
- The Contractor's liability for damages and product liability shall be based on the statutory provisions.
- 15. Rights to the services and/or work contracted for**
- 15.1 Cellforce shall be basically entitled to all results arising in the context of the order (including test and development reports, suggestions, ideas, drafts, designs, proposals, samples, models, drawings, CAD data sets and any other documents). Cellforce shall be granted free of charge, exclusive, irrevocable, transferable and sub-licensable rights of use, unlimited in terms of time, place and subject matter, to all contractual services, including the developed software. Insofar as the contractual partner engages subcontractors, it shall ensure by means of appropriate contractual agreements that the subcontractors also make the aforementioned results and rights of use available to Cellforce. Any use of the contractual services by the contractual partner itself or third parties shall require the prior written consent of Cellforce.
- 15.2 The companies of the Volkswagen Group within the meaning of § 15 of the German Stock Corporation Act (AktG) and the affiliated companies FAW Automotive Company Ltd, Changchun, People's Republic of China, Shanghai Volkswagen Automotive Company Ltd, Shanghai, China, MAN AG, Munich shall be also entitled to the above rights.
- 15.3 Insofar as innovations (including, in particular, inventions, technical improvement proposals, know-how, but also other individual intellectual and creative achievements) arise in the course of the provision of the contractual services, the contracting partner shall be obliged to inform Cellforce thereof and to submit all documents necessary for the evaluation of the innovations. Cellforce is solely shall be entitled to file applications for industrial property rights. The contracting partner shall make timely and unrestricted claims to such innovations vis-à-vis its employees and shall support Cellforce in obtaining the property rights, in particular by making the necessary declarations. Should Cellforce waive its right to file an application in writing vis-à-vis the contracting partner, the latter shall be entitled to file an application for the respective industrial property right at its own expense. Cellforce shall be entitled to a non-exclusive, royalty-free, transferable right of use, unlimited in terms of time, place and subject matter, in respect of these property rights subsequently granted to the contracting partner. Cellforce and the contractual partner shall each bear the employee invention compensation only for their own employees.
- 15.4 Insofar as industrial property rights of the contracting partner already existing at the time of entering into the contract are required for the creation or exploitation of the contractual services, Cellforce shall be irrevocably granted a non-exclusive right of use, unlimited in time and place, free of charge, transferable and sublicensable, for the exploitation of the contractual services by Cellforce or by appointed third parties. The contracting partner shall inform Cellforce prior to commencement of work, which of its industrial property rights may be relevant for the contractual services.
- 15.5 Cellforce shall be irrevocably entitled to the exclusive, free of charge and transferable right of use for all known and unknown types of use for performance results that are eligible for copyright. The contractual partner's right to dispose models, methods, building blocks, and the like brought in or developed by him shall remain unaffected. The right of use also includes the right to economic exploitation, publication, duplication, and the right to pass on to third parties for possible follow-up orders.
- This right includes all types of use, in particular the right of Cellforce (or a third party) to reproduce the results permanently or temporarily by any means or in any form, including downloading, displaying, running, transmitting and storing, to replay them publicly by wire and wireless means, including making them publicly available in such a way, in such a way that members of the public may access it from a place and at a time of their choice, to publish and distribute (including to rent, sell or otherwise exploit) in any medium in tangible or intangible form, to exploit, translate, adapt, arrange or otherwise transform and to use online in all communication networks and user equipment. This right to use or have used the contractual services and their results also extends to all unknown types of use. The aforementioned rights of use cover all stages of development, including the source and object code.
- In the case of software and know-how, the aforementioned right of use may be sublicensed by Cellforce without any restriction to the extent necessary for unrestricted use of the contractual services and their results and may otherwise be sublicensed to third parties for Cellforce's own purposes as well as to affiliated companies of Cellforce for their own purposes.
- 16. Industrial property rights, rights of third parties and legal defects**
- 16.1 The contractual partner undertakes to provide a contractual service that is free of third-party industrial property rights. The contracting partner shall inform Cellforce without delay if the intended design of the contractual services infringes the rights of third parties or impedes the undisturbed use of the contractual services.
- The contractual partner shall be obliged to take the necessary steps at its own expense in order to ensure that the contractual service can be obtained by Cellforce without such a breach.
- 16.2 Insofar as third-party industrial property rights cannot be circumvented in the contractual use of the contractual services, the contractual partner undertakes to clarify whether the concerned industrial property right can be used under a license. Cellforce may decide whether a license should be agreed. The contracting parties shall agree on the distribution of the costs incurred in this regard on a case-by-case basis.
- 16.3 If the contracting partner does not provide the contractual services free of third-party industrial property rights or does not inform Cellforce without delay of any imminent infringement of rights by the intended design of the contractual services, it shall be obliged to indemnify Cellforce against all third-party claims for infringement of such industrial property rights. This shall not apply if the

- conflicting industrial property rights were not known to the contractual partner and the contractual partner should not have been aware of them even if it had exercised the due diligence of a prudent businessman. Further legal claims and rights remain unaffected.
- 16.4 If the contracting partner does not provide the contractual services free of third-party industrial property rights or does not inform Cellforce without delay of any imminent infringement of rights by the intended design of the contractual services, it shall be obliged to indemnify Cellforce against all third-party claims for infringement of such industrial property rights. This shall not apply if the onflicting industrial property rights were not known to the contractual partner and the contractual partner should not have been aware of them even if it had exercised the due diligence of a prudent businessman. Further legal claims and rights remain unaffected.
- 17. Use of free and open source software**
- 17.1 Definition of free and open source software
 "Free and open source software" or "FOSS": Software which
- 17.1.1 is licensed and released on terms that meet the requirements of the "Open Source Definition" (<https://opensource.org/osd>) of the "Open Source Initiative" and is therefore licensed and distributed free of charge by its copyright holders also in source code form to be used in any way by anyone, and/or
- 17.1.2 is licensed on terms which have been recognized on the websites of the "Open Source Initiative" and/or the "Free Software Foundation" as free software licenses or open source software licenses, and/or
- 17.1.3 is offered as public domain software.
- 17.2 Preconditions for the use of FOSS
 FOSS may only be used in products, technologies and services (including hardware with integrated software) which are distributed, licensed, transferred or otherwise made available to Cellforce or which have been developed for Cellforce (hereinafter "Contractual Products") if all the license requirements for the FOSS in use are met and all the following terms are complied with:
- 17.2.1 The Contractor must not make use of FOSS in the Contractual Products in any way that would cause a copyleft effect on pre-existing proprietary software or software newly developed as part of the Contract. This does not apply to modifications made in existing FOSS components (e.g. bug fixes and modifications to specific hardware) and individual cases that Cellforce agreed upon.
- 17.2.2 The Contractor must not use any FOSS with license terms which require that the user must be able to install or execute modified software on hardware with integrated software (so-called embedded system, in particular motor vehicles), unless the Contractor has the confirmed information by Cellforce that the software provided by the Contractor will not be used on such an embedded system with technical security mechanisms (e.g. signature procedure).
- The requirements set out in this section 17.2 also apply, without further notice or request by Cellforce, to every update of the software used in the Contractual Products, regardless of the form in which the software (such as source code, binary, software as a service, container) is provided.
- 17.3 Confirmation
 Irrespective of any other rights of Cellforce, the Contractor guarantees to Cellforce that it will comply with the stipulations in section 17.2 and all requirements arising from the relevant licenses for all FOSS used by the Contractor for Contractual Products, that the Contractual Products do not contain any further FOSS and that there is no other copyright infringement.
- 17.4 Legal consequences and compensation
 In the event that the Contractor fails to comply, or fails to comply in good time, with (i) the license terms for the FOSS included in or any other copyright provisions concerning the Contractual Products, and (ii) the preconditions and confirmations given in sections 17.2 and 17.3, the Contractor undertakes the following:
- 17.4.1 If FOSS is used in Contractual Products in a way which does not comply with licenses the Contractor shall exchange such software promptly at its own cost for other software components which can be used without infringing license terms or applicable copyright law.
- 17.4.2 The Contractor must reimburse Cellforce for all costs, expenses and damages incurred and resulting from non-compliance or delayed compliance.
- A lack of one of the confirmed issues in section 17.3 will be deemed a material breach of contractual obligations and the Contractual Product will be deemed defective as a result.
- 18. Free-issue items**
 Cellforce retains the right to ownership of items free-issued by it. Processing or alteration shall be carried out by the Contractor for Cellforce. If the free-issue items are processed or mixed with other items which do not belong to Cellforce, Cellforce shall acquire joint ownership of the new item in the ratio of the value of the items it has provided to the other processed or mixed objects at the time of processing. If mixing takes place in such a manner that the Contractor's item is seen as the principal item, the Contractor herewith transfers to Cellforce pro-portion joint ownership of the principal item. Cellforce herewith accepts the transfer. The Contractor shall hold the sole or joint ownership free of charge for Cellforce.
- 19. Retention of title**
 The Contractor reserves the right to the ownership of all items supplied by it until the delivery concerned has been paid for in full. Other forms of retention of title shall not be recognized by Cellforce.
- 20. Term and termination**
- 20.1 If the Contractor is providing a work and labour service, Cellforce may terminate the entire Contract or parts thereof at any time or, in the case of continuous service, only by giving reasonable notice. If the Contractor is not responsible for the termination, its entitlement to remuneration shall be based on the statutory provisions with the provision that the assumption according to Section 648 sent. 3 of the German Civil Code (*BGB*) is limited to 2.5 percent unless the Contractor provides evidence of a higher amount. If termination occurs for good reason without notice, the Contractor shall only be entitled to remuneration for the contractual services which have been completed and demonstrated up to the time of termination if the use of these contractual services is acceptable to Cellforce and the contractual services are usable. Otherwise, there shall be no entitlement to remuneration.
- 20.2 If the Contractor is providing a service, Cellforce may terminate the Contract or parts thereof at any time. If the termination is based on an action by the Contractor which contravenes the Contract and which is the responsibility of the Contractor, or if the Contractor itself terminates the Contract without being prompted to do so by an action by Cellforce which contravenes the contract, only those contractual services which have been provided up to then in accordance with the Contract and which have been completed and demonstrated shall be remunerated as long as these can be used by Cellforce. Cellforce's right to claim for damages remains unaffected. If the reasons for
- the termination are not the responsibility of the Contractor, Cellforce shall reimburse the expenses which can be shown to have been incurred and which result directly from the Contract, including the costs arising from commitments which cannot accordingly be resolved. The Contractor shall not be entitled to further claims for performance or for damages in the event of termination.
- 20.3 The rights to the results achieved up to the point of termination shall transfer to Cellforce in accordance with section 15.
- 20.4 On completion of the contractual service agreed in the purchase order or following a termination, without prompting, the Contractor must hand over all results of the contractual services as well as the documents including parts, samples and digital data media loaned to it by Cellforce. A right of retention to these documents shall only apply on account of undisputed or legally binding claims arising from the same legal relationship.
 Any notice of termination must be given in writing.
- 21. Confidentiality**
- 21.1 The Contracting Parties shall treat all Confidential Information within the meaning of section 21 from the other Contracting Party as confidential, protect it from access to and notice by third parties, in particular by means of appropriate technical and organizational measures, and shall not communicate or make accessible such information or any part thereof, either directly or indirectly, to third parties, and to use it exclusively in accordance with and for the purpose of the performance of the Contract and to make it accessible only to those employees who need the Confidential Information for the purpose of the performance of the Contract and who are themselves subject to a confidentiality obligation. Companies affiliated with Cellforce as defined in Section 15 German Stock Corporation Act (*AktG*) shall not be considered to be third parties in relation to Cellforce. "Confidential Information" shall mean any written, verbal, electronic, visual or any other tangible or non-tangible notices, documents, disclosures, materials or other information from the disclosing Contracting Party, including but not limited to data, know-how, source codes, technical and non-technical information, materials, prototypes, samples, specifications, prices and other business-related information, and any reproductions thereof, which are disclosed or otherwise made accessible to the other Contracting Party in connection with the Contract, regardless of whether these are explicitly identified as being "confidential" or "proprietary" or which must be regarded as such by reason of the disclosing Contracting Party's intention for them to be kept confidential owing to the nature of the information or for some other reason.
 Information shall not be deemed Confidential Information to the extent the receiving Contracting Party can prove that such information:
- was known to the receiving Contracting Party, was generally known, or freely accessible to the public at the time it was disclosed or made accessible to the receiving Contracting Party;
 - became generally known or freely accessible to the public after the time of disclosure or made accessible without any direct or indirect breach of a confidentiality obligation toward the disclosing Contracting Party;
 - was disclosed or made accessible to the receiving Contracting Party by an authorized third party outside the scope of a confidentiality obligation toward the disclosing Contracting Party after the time of disclosure or making accessible;
 - was created or developed by the receiving Contracting Party without using or referring to the Confidential Information of the disclosing Contracting Party;
 - was expressly marked or described in writing by the disclosing Contracting Party as not confidential; or
 - the receiving Contracting Party was obliged to disclose the information by virtue of judicial order or regulatory action.
- The obligations under this section 21 shall apply for the duration of the Contract or its performance and for a period of five years thereafter.
 Sub-suppliers and subcontractors involved in the project are not third parties within the meaning of this provision, provided that they are subject to a confidentiality obligation that corresponds with the provisions of this section 21.1, whereby disclosure of Confidential Information shall be limited to such Confidential Information that they need in order to perform their services for the receiving Contracting Party.
- 21.2 The Contractor may only refer to the business relationship in advertising with the prior written consent of Cellforce.
- 22. Information security**
 The Contractor undertakes to immediately and appropriately secure all of Cellforce's information and data, in particular Confidential Information within the meaning of section 21.1 (hereinafter "Cellforce Data") against unauthorised access, modification, destruction or loss, unauthorised transmission or any other unauthorised processing or other misuse in accordance with the current state-of-the-art. The full range of currently recognized state-of-the-art precautions and measures must be taken when backing up Cellforce Data in order to archive and restore data files in compliance with the law and in a manner so that they cannot be lost at all times. On request of Cellforce, the Contractor is obliged to have a TISAX assessment (www.tisax.de) carried out with the TISAX assessment scope specified by Cellforce within a reasonable period of time and to make the results available to Cellforce.
- 23. Data Protection and Attribution of data**
- 23.1 In case the Contractor has access to personal data while performing the contract, the Contractor shall observe all applicable laws and regulations on data protection and privacy. In particular, the Contractor shall only process personal data as required by the contractual obligations (specification of purpose), shall make sure that the Contractor's employees only have access to personal data to the extent strictly required, and shall commit the Contractor's employees to data secrecy in writing as well as instruct the Contractor's employees on applicable laws and regulations on data protection and privacy and submit proof to Cellforce upon request. In case of commissioned data processing by the Contractor on Cellforce's behalf, the Contractor shall – before the Contractor receives access to the personal data from Cellforce – execute the required data protection agreement that Cellforce provides in the respective context (particularly an agreement on commissioned data processing). The Contractor warrants that the processing of personal data that are allocated to Cellforce or Cellforce's customers is only conducted in the territory of the Federal Republic of Germany, a Member State of the European Union or a Member State of the Agreement on the European Economic Area. Derogations from this provision shall be agreed upon by Cellforce and the Contractor in writing.
- 23.2 The contractual services must be provided in compliance with the requirements for data protection by design and by default (Article 25 General Data Protection Regulation (*DSGVO*)), to the extent that these requirements are applicable to the contractual services. In this case, the Contractor will provide Cellforce with documentation of implementation of these requirements upon request and ensure that the principles relating to processing of personal data (Article 5 General Data Protection

- Regulation (*DSGVO*) can be fulfilled during the intended use of the contractual services.
- 23.3 The Contractor acknowledges that all data created at Cellforce, the Contractor, the end customer or another third party from or in connection with use of the subject matter of the agreement shall be attributed to Cellforce, if the end customer or another third party is not entitled to it under prevailing law. The Contractor shall not claim ownership of or any other rights to this data and shall not use the data in particular for big data purposes, such as for collecting data, creating databases or conducting data analyses. The right of the Contractor to use the data for fulfilling this agreement, where it is required for that purpose, shall remain unaffected.
- 23.4 The contractual services must be provided in compliance with the requirements for data protection by design and by default (Article 25 General Data Protection Regulation (*DSGVO*)), to the extent that these requirements are applicable to the contractual services. In this case, the Contractor will provide Cellforce with documentation of implementation of these requirements upon request and ensure that the principles relating to processing of personal data (Article 5 General Data Protection Regulation (*DSGVO*)) can be fulfilled during the intended use of the contractual services.
- 23.5 The Contractor acknowledges that all data created at Cellforce, the Contractor, the end customer or another third party from or in connection with use of the subject matter of the agreement shall be attributed to Cellforce, if the end customer or another third party is not entitled to it under prevailing law. The Contractor shall not claim ownership of or any other rights to this data and shall not use the data in particular for big data purposes, such as for collecting data, creating databases or conducting data analyses. The right of the Contractor to use the data for fulfilling this agreement, where it is required for that purpose, shall remain unaffected.
- 24. Compliance and sustainability**
- 24.1 The Contractor shall take all necessary and appropriate measures to combat corruption and avoid any other violation of the law, in particular violations of the provisions against antitrust law, competition law, environmental protection law, customs and foreign trade law and of employees' rights. The Contractor shall take the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent his legal representatives, employees, sub-contractors, consultants or other third parties acting on his behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruptibility, granting of undue benefits, acceptance of undue benefits, money laundering, fraud or embezzlement.
- 24.2 In the event of an infringement of these obligations relating to the performance of this contract, or if sufficient reason exists to suspect such an infringement in relation to this contract, the Contractor must inform Cellforce without undue delay and inform Cellforce which measures he is taking to remedy such infringement and prevent future violations. If the Contractor fails to inform Cellforce without undue delay or to take appropriate remedial measures within 60 days of learning of the situation, Cellforce shall be entitled to end the entire business relationship by extraordinary termination immediately.
- 24.3 The Contractor shall indemnify, defend, and hold Cellforce, its directors, officers, agents and employees harmless from any and all claims, causes of action, losses, damages, liabilities, costs and expenses, including attorneys' fees, to the extent arising from any breach of the obligations under this section; provided, however, that the Contractor shall not be obligated to indemnify, defend, or hold harmless Cellforce to the extent arising from negligent or intentionally wrongful acts of Cellforce or anyone for whom Cellforce is responsible.
- 24.4 If Cellforce or a public authority requires access to the production process and/or the service provision process and the Contractor's documents and processes related to an order in order to verify compliance with specific requirements, the Contractor shall allow such an evaluation and/or audit in his division and provide all reasonable support.
- 25. General provisions**
- 25.1 If one of the Contracting Parties suspends payments or if application is made to instigate insolvency proceedings against its assets or for out-of-court settlement proceedings, the other Contracting Party will be entitled to revoke the portion of the Contract not yet executed. This shall also apply accordingly if the economic position of a Contracting Party deteriorates in such a way as to seriously affect fulfilment of the Contract.
- 25.2 The place of performance for the contractual services of the Contractor is the registered office of Cellforce. Something else may be agreed for the delivery.
- 25.3 If one of the provisions of these terms and conditions of purchase and of additional agreements are or become ineffective, this shall not affect the validity of the remaining provisions. The Contracting Parties are obliged to negotiate in good faith a rule which replaces the ineffective provision. The same shall apply in the event of a lacuna.
- 25.4 The law of the Federal Republic of Germany shall apply exclusively. The application of the terms of UN Trade Law (United Nations Convention on Contracts for the International Sale of Goods) of April 11, 1980 shall be excluded.
- 25.5 The exclusive court of jurisdiction shall be Cellforce's registered office; however, Cellforce retains the option of lodging claims with the court at the location of the Contractor's registered office.
- 25.6 These General Terms and Conditions of Purchase are produced in German and English. In the event of contradictions and discrepancies between the German and the English version the German version shall prevail.
- 25.7 The contractual services must be provided in compliance with the requirements for data protection by design and by default (Article 25 General Data Protection Regulation (*DSGVO*)), to the extent that these requirements are applicable to the contractual services. In this case, the Contractor will provide Cellforce with documentation of implementation of these requirements upon request and ensure that the principles relating to processing of personal data (Article 5 General Data Protection Regulation (*DSGVO*)) can be fulfilled during the intended use of the contractual services.
- 25.8 The Contractor acknowledges that all data created at Cellforce, the Contractor, the end customer or another third party from or in connection with use of the subject matter of the agreement shall be attributed to Cellforce, if the end customer or another third party is not entitled to it under prevailing law. The Contractor shall not claim ownership of or any other rights to this data and shall not use the data in particular for big data purposes, such as for collecting data, creating databases or conducting data analyses. The right of the Contractor to use the data for fulfilling this agreement, where it is required for that purpose, shall remain unaffected.
- 26. Compliance and sustainability**
- 26.1 The Contractor shall take all necessary and appropriate measures to combat corruption and avoid any other violation of the law, in particular violations of the provisions against antitrust law, competition law, environmental protection law, customs and foreign trade law and of employees' rights. The Contractor shall take the appropriate organizational (including, but not limited to, appropriate legal or contractual) measures to prevent his legal representatives, employees, sub-contractors, consultants or other third parties acting on his behalf from becoming liable to prosecution for committing or failing to act in light of, for example, bribery, corruptibility, granting of undue benefits, acceptance of undue benefits, money laundering, fraud or embezzlement.
- 26.2 In the event of an infringement of these obligations relating to the performance of this contract, or if sufficient reason exists to suspect such an infringement in relation to this contract, the Contractor must inform Cellforce without undue delay and inform Cellforce which measures he is taking to remedy such infringement and prevent future violations. If the Contractor fails to inform Cellforce without undue delay or to take appropriate remedial measures within 60 days of learning of the situation, Cellforce shall be entitled to end the entire business relationship by extraordinary termination immediately.
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