

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

1. **General, scope of application**
 - 1.1 These General Terms and Conditions of Purchase apply to **MSLGROUP Germany GmbH** (hereinafter referred to as **we/us**).
 - 1.2 We offer communications consulting services to our **customers** in various industries. In this context, we purchase services in some cases from third parties (*inter alia* goods, services, work, licences etc.) to provide our services to our customers.
 - 1.3 Our General Terms and Conditions of Purchase apply exclusively to businesses within the meaning of Section 14 *BGB* [German Civil Code] i.e. natural persons or legal entities which, when concluding a legal transaction, are acting in the performance of their commercial or independent professional activities.
 - 1.4 Exclusively our General Terms and Conditions of Purchase apply to each contract with our contract partner (hereinafter referred to as **Contractor**). We do not recognise terms and conditions of the Contractor which are contrary to or deviate from our General Terms and Conditions of Purchase, unless we expressly approve their validity in writing. Our General Terms and Conditions of Purchase shall apply even if we unconditionally accept a delivery or service by the Contractor in the knowledge of terms and conditions of the Contractor which are contrary to or deviate from our General Terms and Conditions of Purchase.
 - 1.5 With the first delivery or service based on these General Terms and Conditions of Purchase, the Contractor also recognises our General Terms and Conditions of Purchase as agreed for all further contractual relationships in the respective current version. At first request, we shall provide the Contractor with the respectively current valid version of our General Terms and Conditions of Purchase free of charge.
 - 1.6 All agreements reached between ourselves and the Contractor for the performance of the contract and which go beyond or amend these General Terms and Conditions of Purchase shall be set down in writing in that contract. Contract amendments, additions or verbal collateral agreements shall only apply if confirmed by us in writing. Verbal collateral agreements are not valid.
2. **Conclusion of the contract, content of the contract, performance by the Contractor strictly itself**
 - 2.1 We conclude contracts only with contractors who are registered via the vendor management portal of the Publicis Group and who have carried out all the verification processes specified there. Information about the registration process can be accessed at https://support.ariba.com/item/view/206323_en?min=0&toolbar=1&gutter=1&popwin=0&footer=1 which we shall make available to you free of charge at any time at first request.
 - 2.2 Only purchase orders from us provided in writing and with signature or with our electronic mark of origin are valid. The content of the contract is determined solely by the content of our purchase order.
 - 2.3 The Contractor must confirm the purchase order to us in writing at the latest within five (5) working days (at the Contractor's registered office) after receipt of the purchase order. After that period ends, we shall be entitled to revoke our purchase order. Claims by the Contractor based on a validly effected revocation shall be excluded. Purchase orders shall be deemed accepted, unless the Contractor objects in writing or text form within five (5) working days (at the Contractor's registered office), insofar as the Contractor was expressly informed by us of this legal consequence when the order was placed.
 - 2.4 We shall be entitled to rescind the contract or - in the case of continuing obligations - to terminate the contractual relationship without complying with a notice period if the financial situation of the Contractor deteriorates to such an extent that it is probable that the Contractor will not fulfil the Contractor's contractual obligations or will not do so in due time. That is the case, for example, where the Contractor's credit ranking at recognised rating agencies such as Creditreform, Moody's, Fitch etc. deteriorates to such an extent that we can justifiably assume, and taking into account the interests of the Contractor, that the Contractor will not fulfil the Contractor's contractual obligations or will not do so in due time. Such deterioration exists in particular if the Contractor's credit rating index at Creditreform falls below 499 or the rating at international agencies (Moody's, Fitch etc.) falls to CCC (or its equivalent) or lower.
 - 2.5 Even after conclusion of the contract, we shall be entitled to require changes to the goods/services to be supplied at our reasonably exercised discretion (Section 315 *BGB*) if the deviations are reasonable for the Contractor.
 - 2.6 All correspondence concerning the implementation of the contract (prices/terms) shall be conducted with the competent client lead/contact partner at our company. Our purchase order number, the contact partner and date of the purchase order/commission must be specified on all the Contractor's documents.
 - 2.7 Unless otherwise expressly agreed, the Contractor undertakes to provide the service as performance by the Contractor "*strictly itself*" i.e. in the case of legal entities exclusively with the Contractor's own employees.
 - 2.8 Performance by the Contractor strictly itself within the meaning of Art. 2.7 above also means that the Contractor's services must be provided without the use of artificial intelligence (AI), in particular without the use of dialog-based language models or generative artificial intelligence (e.g. ChatGPT) and without the use of (AI)-based translation technologies (e.g. DeepL).

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

3. Delivery, service, default, contractual penalty

3.1 Unless otherwise agreed in writing, goods shall be delivered according to DDP (Delivered Duty Paid) - Incoterms in the respectively latest version. Agreed delivery and service dates and periods are binding. Compliance shall be determined by receipt of the goods in the case of purchase contracts or by provision of the service in the case of service contracts and by achievement of the work result at our company or at the agreed place of delivery or performance in the case of contracts for work and services.

3.2 The Contractor is obliged to notify us immediately in writing, and verbally in advance, if circumstances arise or become recognisable to the Contractor which indicate that agreed delivery or service dates cannot be met. This shall also apply if the Contractor is not responsible for the delays in delivery or services. We shall be entitled to compensation from the Contractor for resulting damage if this obligation is violated. In the event of delay in delivery or service, the Contractor must inform us in detail in writing of the reason for the delay and the remedial measures initiated and planned by the Contractor.

3.3 If goods are delivered earlier than agreed, we reserve the right to return them at the Contractor's expense. If goods delivered early are not returned, the goods shall be stored at the Contractor's risk and expense until the delivery date.

3.4 We shall accept partial deliveries or partial services only when expressly agreed in writing. Where a partial delivery is agreed, the remaining quantity is to be specified. The billing of partial deliveries or partial services is not admissible in the absence of written agreement to the contrary.

3.5 We shall be entitled to statutory claims in cases of default in delivery or service. After expiry of a reasonable grace period without effect, we shall be entitled in particular to claim damages in lieu of performance and to rescind the contract, also only for the part not fulfilled. If we claim damages, the Contractor shall also have the right to prove that the Contractor was not responsible for the breach of duty. The above-mentioned grace period shall not be required if a fixed date has been agreed with the Contractor.

3.6 In cases of default in delivery or service, we shall be entitled to claim a contractual penalty of 0.5% of the net purchase price for deliveries of goods or 0.5% of the agreed net remuneration per day of default but not more than 5% of the net purchase price/net remuneration in total. Further statutory claims, especially damage claims, taking into account the contractual penalty as well as the rights stated below, shall remain reserved. The contractual penalty shall only be deemed not incurred if the Contractor proves that no damage was incurred or that damage was substantially lower. In the event of the latter, we can claim compensation for the damage actually incurred.

3.7 During the period of delay, we can at our option purchase goods or services from other sources and reduce our

purchase orders to the Contractor by the quantity of goods or services purchased in this way without liability towards the Contractor or we can instruct the Contractor to purchase the missing goods or services from third-party sources on our behalf at the price agreed with the Contractor.

3.8 Acceptance of a delayed delivery or service shall not constitute any waiver of damage claims and the contractual penalty. The reservation of a contractual penalty incurred on account of a delayed delivery or service shall be timely if we deduct the sum incurred from the next-but-one due invoice.

3.9 Values determined by us during the incoming goods inspection shall be decisive for numbers of items, weights and dimensions as well as delivery quantities, unless otherwise proven.

4. Shipping instructions, delivery dates

4.1 Goods to be supplied are to be packed appropriately and in an environmentally friendly manner and delivered using suitable containers and means of transport and our respective delivery instructions are to be observed. The regulations of the *Gefahrstoffverordnung* [German Ordinance on Hazardous Substances] shall apply additionally to hazardous substances and must be observed.

4.2 A delivery note (digital or as printout) is to be enclosed with each delivery. The delivery note and all shipping documents must include the shipping date and our purchase order number of the goods to be supplied. If the Contractor fails to do so, we shall not be responsible for delays in processing. The Contractor shall reimburse us for any costs incurred by us due to non-compliance with the above stipulations.

4.3 The delivery period or delivery date specified by us in the purchase order is binding for the Contractor.

4.4 Unless otherwise agreed, the ordered goods shall be delivered in general "free domicile" and at the Contractor's risk until the time of complete delivery at the contractually agreed place of receipt or use.

4.5 The relevant tariff, transport and packaging regulations of the postal service, railway, for transport by road, sea or air etc. shall be observed when shipping goods. Any existing customs regulations and regulations governing hazardous substances in particular shall be observed. If we have not explicitly specified certain transport requirements, the most favourable means of transport for us shall be selected.

4.6 If subcontractors are used, they must specify the Contractor as their principal on correspondence and freight documents, stating the purchase order data specified above.

5. Product labels

The goods supplied are to be labelled in line with any existing statutory provisions and EC/EU directives. The Contractor undertakes prior to delivery to send in due time all necessary

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- product information in the latest form, relating in particular to composition and durability, e.g. safety data sheets, processing instructions, labelling requirements, assembly instructions, health and safety measures and specifications etc.
- 6. Courier services**
- 6.1 If the Contractor is entrusted by us with courier services, the Contractor shall ensure that postal secrecy is maintained in accordance with the *Postgesetz* [German Postal Act].
- 6.2 Unless otherwise expressly agreed by the parties, the order for the performance of courier services by the Contractor shall also include measures to preserve the goods.
- 6.3 In the event of obstacles to transport or delivery, the Contractor shall be obliged to notify us of this immediately in writing - or by email - and with prior verbal notice - and to agree a new delivery date with us. If we are not responsible for obstacles to transport or delivery, the costs of a new delivery shall be borne by the Contractor. Contributory negligence (Section 254 *BGB*) shall remain unaffected.
- 7. Access to newsletters, databases, daily press**
- 7.1 If we commission the Contractor to provide us with access to newsletters, databases and daily press, the Contractor shall ensure problem-free access.
- 7.2 In this context, we shall have a simple, non-exclusive, non-transferable right to use the commissioned modules of the newsletters, databases, daily press. The right of use shall entitle us to retrieve documents, to read access and to search the databases.
- 8. Media monitoring**
- 8.1 If we commission the Contractor to provide us with digital content/articles via the Contractor's system (media monitoring), the Contractor shall ensure the problem-free provision of digital content/articles.
- 8.2 In this context, we shall have a simple, non-exclusive, non-transferable right to use the Contractor's system. The right of use shall entitle us to retrieve digital content/articles, to read access and to search the databases.
- 9. Advertorials, advertisement or banner placements, paid pushes**
- 9.1 If the Contractor is commissioned by us with advertising measures (advertorials, advertisement or banner placements, paid pushes), the Contractor shall ensure performance of the commissioned advertising measures in accordance with the contract.
- 9.2 The Contractor is obliged to inform us immediately in writing or text form of all specifications, especially formats or technical specifications of the Contractor for corresponding advertising templates. Costs for changes to the advertising templates, for which the Contractor is responsible, shall be borne by the Contractor.
- 9.3 After completion of the respective advertising measure, the Contractor shall be obliged to return the advertising templates to us free of charge at first request or to destroy them. The Contractor's obligation to retain the advertising templates shall end 6 months after completion of the respective advertising measure.
- 10. Social media assets (*inter alia* influencer/creator)**
- 10.1 If the Contractor commissioned by us is an influencer/creator and commissioned by us for purposes of influencer/creator marketing, the Contractor undertakes to us and the customer to post content on social networks within the scope of the agreement (hereinafter referred to as **Content**).
- In so doing, the Contractor must mention the customer's name in particular in the Content, must use and present the customer's logo, lettering and other brands and products and portray them in a positive light. Further details shall follow from the briefing on the agreement concluded with the Contractor as influencer/creator.
- 10.2 The Content to be created by the Contractor must comply with applicable law in all countries in which the Content is made retrievable/available. The Contractor is obliged in particular to label any advertising for the customer, especially the Content on social networks, in compliance with legal requirements and in particular not to make any misleading statements. The Contractor further undertakes, not to use any third-party protected content in the Content posted by the Contractor.
- 10.3 The Contractor is obliged to refrain from making any negative statements about us, the customer and/or the customer's products/services to third parties. The Contractor must also ensure in the context of the Contractor's distribution of Content that no reputational damage results for the customer (e.g. through appropriate appearance in public or in connection with work on behalf of other principals or customers). Increased duties of consideration apply in particular with respect to work for other principals who are competitors of the customer. The Contractor is obliged not to advertise any products in the same industry of competitors of the customer for at least 30 calendar days before a commissioned feature and 90 calendar days after Content distribution or to work for a principal who pursues purposes (especially addictive substances prevention purposes) which diametrically conflict with the customer's advertising interests. The Contractor is otherwise free in the creation of the Contractor's Content, unless otherwise agreed by the parties.
- 11. Proof of performance and acceptance, passing of risk**

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- 11.1 Any contractually stipulated proof of performance and acceptance shall be effected free of charge for us and documented by both parties in writing.
- 11.2 Fictitious acceptance is excluded.
- 11.3 Formal acceptance within the meaning of Art. 11.1 above must also take place in the case of contracts for labour and materials as condition for the remuneration owed to become due.
- 11.4 In the case of contracts for work and services, the risk shall pass only upon our formal acceptance of the service and/or delivery. Otherwise, the risk shall pass in the case of supply contracts upon delivery of the goods to us or at the agreed place of delivery.
- 12. Prices, payment**
- 12.1 Unless agreed otherwise, agreed prices are fixed prices free domicile and include all costs for packaging, transport to the specified place of receipt or shipment, for customs formalities and customs duties etc. Price increases shall require our written consent. The price risk, in particular the calculation risk and the risk of changes in the price of raw materials and/or changes in procurement costs for required services shall be borne exclusively by the Contractor. For the avoidance of doubt, it is stipulated that such changes in procurement costs and/or changes in the cost of raw materials shall not, in the absence of express agreement to the contrary, justify any entitlement to price adjustment and/or right of the Contractor to stop performance and shall also not constitute force majeure and/or interference with the basis of the transaction for the Contractor.
- 12.2 The applicable value added tax is not included in the price. Value added tax respectively valid at the time of invoicing is to be shown separately on the invoices. Purchase order data are to be specified on the invoice. Invoices shall be sent separately after delivery to the invoice address specified on the purchase order/commission.
- 12.3 Payment shall be made, also as regards the payment period and means of payment, by agreement with the Contractor in each individual case. The following applies in any case:
- (a) The payment period shall commence as of delivery of the goods at the place of receipt (shipping address) or acceptance of the service or work and receipt of the invoice at the invoice address specified on the purchase order/commission.
- (b) If we make payment within 14 calendar days of receipt of the invoice and goods, we shall be entitled to deduct a 3% discount.
- 12.4 No payment periods shall begin to run before complete delivery or complete execution of the service and receipt of an invoice by us including the contractual value added tax and the purchase order number as well as the Contractor's tax identification number.
- 12.5 We reserve the right to select the method of payment. If payment is made by bank transfer, our payment obligation shall be discharged in due time when the transfer order was forwarded to our bank.
- 12.6 Where a delivery or service is accepted early, the due date shall be determined by the originally agreed delivery or service date. Payments shall not be deemed a waiver of any notices of defects and do not constitute any acknowledgement of fulfilment in accordance with the contract.
- 12.7 Where a delivery or service is incomplete or faulty, we shall be entitled to retain payment in whole or proportionate to value until proper performance. The Contractor shall be entitled to rights of retention and set-off against claims by us only for such claims that have been recognised by us or recognised by declaratory judgment, unless the counterclaim is based on a violation of material contractual obligations on our part.
- "Material contractual obligations" are obligations that protect the legal positions of the Contractor which are material to the contract and which have to be granted to the Contractor under the contract in accordance with its content and purpose. Material contractual obligations are also contractual obligations, the fulfilment of which makes the proper implementation of the contract at all possible in the first place and where the Contractor regularly relies on and may rely on compliance with such obligations.
- 12.8 In the event of several claims, the Contractor shall not object to our determination of the claim to be set off.
- 13. Force majeure**
- Force majeure, industrial disputes, operational disruptions through no fault of our own, unrest, official measures and other comparable events beyond our control and not culpably caused by us shall entitle us, regardless of our other rights, to rescind the contract in whole or in part, provided they are not of insignificant duration (i.e. not less than 2 weeks in duration), insofar as we have not assumed a guarantee and we notify the Contractor of the obstacle immediately and they result in a substantial reduction in our requirements.
- 14. Retention of title for goods**
- 14.1 If the Contractor's General Terms and Conditions for goods provide for delivery only subject to retention of title, a *simple* retention of title only shall be deemed agreed. In such case, the Contractor authorises us to process and sell the goods in the ordinary course of business.
- 14.2 An extended and/or prolonged retention of title shall not be accepted by us.
- 15. Inspection for defects in goods, liability for defects**

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- 15.1 The Contractor shall carry out quality assurance for goods, appropriate in its nature and scope and always in conformity with the latest state of the art and official and statutory requirements, which shall in particular ensure an adequate inspection of all outgoing goods with regard to the contractually agreed specifications, including the requirements in accordance with these General Terms and Conditions of Purchase, and shall prove this to us in an appropriate form at first request. A corresponding quality assurance agreement shall be concluded with us in this respect at our first request.
- 15.2 The parties agree that the incoming goods inspection for goods pursuant to Section 377 HGB [German Commercial Code] by us, if relevant to the respective contract, shall be limited to externally identifiable transport damage and deviations in quantity. In this respect, a period for giving notice of defects of 10 calendar days as of delivery pursuant to Art. 3 of these General Terms and Conditions of Purchase shall apply. Defects not recognisable to us in accordance with the above criterion (such as defects/malfunctions after start-up of technical goods e.g. incorrect configurations etc.) shall be notified to the Contractor immediately after their detection by us.
- 15.3 We shall be entitled to statutory claims for defects in full. In any case, we shall be entitled, for purchase contracts or contracts for work and services, to require that the Contractor, in the event of defects, at our option remedies the defect or delivers a new item. The right to damages, especially to damages in lieu of performance, shall remain explicitly reserved.
- 15.4 If we incur costs due to a breach of duty by the Contractor based on delivery of defective goods, especially costs for transport, road charges, costs for labour and/or material or costs for a necessary incoming goods inspection exceeding the normal scope, such costs shall be reimbursed to us by the Contractor.
- 15.5 If defective goods are returned, the Contractor shall bear the risk of loss and deterioration of the goods.
- 15.6 The limitation period in the case of breach of duty due to defective performance is 36 months as of the passing of risk and 30 years for defects of title.
- 15.7 Except in the cases of suspension of the statute of limitations provided for by law, the limitation of claims and rights in the case of breach of duty due to defective performance shall be suspended as well during the time between giving notice of defects and completion of rectification.
- 16. Procedure in the case of breach of duty due to defective performance**
- 16.1 If the delivered goods or the work performed under the contract or the service provided do(does) not conform to an assumed guarantee or property under the contract, the Contractor shall be liable for all resulting damage, including consequential damage.
- 16.2 If material defects occur in the goods supplied during the warranty period, the Contractor can first render supplementary performance within a reasonable period, insofar as this is reasonable for us, whereby we shall have the right in principle to choose the type of supplementary performance. The Contractor shall have the right to refuse the type of supplementary performance chosen by us under the conditions specified in Section 439 (2) BGB.
- 16.3 Claims by us for damages or compensation for wasted expenditure shall remain unaffected. All costs required for supplementary performance, replacement delivery or repair (personnel/cost of materials/transport/necessary recall etc.) shall be borne by the Contractor.
- 16.4 We shall be entitled - without this eliminating the Contractor's obligation - to remedy defects ourselves at the Contractor's expense if danger is imminent or there is particular urgency or if the defects are of a minor nature and the cost of remedying them does not exceed more than 5% of the net delivery price for the defective goods or there is an imminent risk of particularly high damage in relation to the delivery price.
- 16.5 In the event of defects of title, the Contractor shall furthermore indemnify us against any existing third-party claims.
- 16.6 If we take back products finished and/or sold by us as a result of the defectiveness of the goods supplied by the Contractor or the purchase price was reduced for us due to this or claims were otherwise asserted against us due to this, we reserve the right of recourse against the Contractor, whereby the setting of a period otherwise necessary to exercise our rights in respect of defects shall no longer be required.
- 16.7 Notwithstanding the foregoing provision, claims shall be statute-barred in respect of breach of duty for defective performance in the form of material defects at the earliest two months after the date on which we have satisfied the claims asserted against us by our customer on account of the defect but at the latest five years after delivery by the Contractor.
- 17. Third-party liability insurance coverage**
- The Contractor must maintain third-party liability insurance coverage with terms customary in the industry - minimum cover amount of EUR 5 million per damaging event - for the duration of the contractual relationship including guarantee and limitation period. The Contractor must prove this to us on request; lower cover amounts are to be agreed with us in individual cases.
- 18. Third-party property rights**
- 18.1 The Contractor is responsible for ensuring that third-party rights are not infringed in connection with the Contractor's delivery or service.

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- 18.2 If a third party makes a claim against us for infringement of property rights, the Contractor shall be obliged to indemnify us against such claims at first written request. We shall not be entitled to enter into any agreements with the third party, in particular to conclude a settlement, without the Contractor's consent.
- 18.3 The Contractor's obligation to indemnify shall apply to all expenses, which we necessarily incur from or in connection with the claims asserted by a third party, especially costs of legal defence and administrative costs as well as all costs of a necessary replacement.
- 18.4 If the sale of the goods supplied or work result to us and/or their use by us is prohibited, the Contractor must, at our option, either obtain the right of use for us at the Contractor's expense or modify the goods supplied or work result at the Contractor's expense in consultation with us in such a way that the infringed property right is not affected.
- 18.5 The limitation period for the claims stated in Art. 18.1 to 18.4 is 10 years as of conclusion of the contract.
- 19. Rights of use, inventions**
- 19.1 If formulations, specifications, drawings, individual EDP programs, photographic material, film footage, audio files, translations, transcriptions and layouts for print media or other content, documents and/or data are created for the deliveries or services to be performed by the Contractor on our behalf, we shall have an exclusive, transferable right of use thereto, unlimited in time, location and content, for all types of use, such right being discharged in full by the agreed price.
- 19.2 If the deliveries or services are protected by the Contractor's copyrights or neighbouring rights, the Contractor shall grant us the irrevocable, transferable right, unlimited in time, location and content, to use the delivery or service at our discretion in any known and unknown types of use in all media in both tangible and intangible form, free of charge, in particular to reproduce, distribute, display, change and process the delivery or service.
- 19.3 If copyrighted rights of use, industrial property rights and/or other rights to performance results and other written, machine-readable and other work results arise for deliveries or services to be performed by the Contractor on our behalf, we shall be entitled to them exclusively and fully as part of performance and they shall be discharged in full by the agreed price. The Contractor is obliged to notify us immediately of the existence of such circumstances in writing or text form and to consult with us on further action.
- 19.4 The Contractor is further obliged to claim inventions of the Contractor's employees and, if applicable, subcontractors at the Contractor's expense, indemnifying us, so that the Contractor can transfer the rights to these inventions to us.
- 19.5 If we register an invention as a property right, we shall bear the costs incurred for registration and maintenance of the property right.
- 19.6 If we decide against registration in the case of inventions/work results within 6 months of complete fulfilment of the contract by the Contractor at the Contractor's request in writing or text form or we are no longer interested in an existing property right, the Contractor can pursue the registration or maintenance of the property right at the Contractor's own expense. However, in such case a non-exclusive and transferable right of use thereto, free of charge, shall remain with us.
- 19.7 If, in the context of our using the deliveries or services, it is necessary to use the Contractor's property rights, which already existed for the Contractor before provision of the delivery or service, we shall have a non-exclusive and transferable right to use such property rights from the Contractor, such right being discharged in full by the agreed price.
- 20. Documents and confidentiality, protection of know-how**
- 20.1 All business or technical information and data of whatever kind made accessible by us, including characteristics which are to be taken from any items, documents or data provided and other know-how or experience, hereinafter collectively referred to as "Information", shall be kept confidential by the Contractor with respect to third parties, unless and until the Information is proven to be in the public domain or a legal or official obligation of disclosure exists, and may be made available only to those persons in the Contractor's own company who must necessarily be involved for the use thereof for the purpose of the delivery to us and who are likewise obliged in writing to respect confidentiality. The Information shall remain exclusively our property.
- 20.2 Such Information may not be reproduced or used commercially, other than for deliveries or services to us, without our prior written consent.
- 20.3 The foregoing agreement concerning confidentiality and the use of Information shall also survive termination of the supply/service relationship until the respective Information or characteristic lawfully enters the public domain.
- 20.4 At our request, all Information originating from us (at our request including copies or records made) and items provided on loan shall be returned to us immediately and in full or destroyed and their destruction confirmed in writing.
- 20.5 We reserve all rights to such Information (including copyrights and the right to use industrial property rights such as patents, utility models, trademark protection etc.). If such Information were made accessible to us by third parties, this reservation of rights shall also apply in favour of such third parties.

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- 20.6 Products manufactured in accordance with documents drafted by us or in accordance with our confidential information may neither be used by the Contractor nor offered or supplied to third parties, unless the information specified by us has lawfully entered the public domain or is state of the art.
- 20.7 Drawings, drafts etc., which the Contractor has produced in accordance with our specific information, shall become our unrestricted property without additional remuneration. Declarations to the contrary by the Contractor, e.g. on documents delivered to us, are not binding.
- 21. Liability**
- 21.1 The Contractor shall be liable to us without limitation for any negligence and intent, irrespective of the nature of the breach of duty, in particular arising from warranty, impossibility and tortious act. Limitations and exclusions of liability of the Contractor of any kind are herewith expressly contradicted.
- 21.2 We are liable in accordance with the statutory provisions if damage is caused by an intentional or gross negligent breach of duty by us or one of our legal representatives or agents.
- 21.3 We are also liable without restrictions for damages from injury to life, body or health, for feature which are a contractually guaranteed condition and for fraudulently concealed defects. Further, the liability under the German Product Liability Act remains unaffected.
- 21.4 We are liable for slight negligent breaches of essential contractual obligations. Essential obligations are (i) such the breach of which is putting at risk the achievement of the contractual purpose, (ii) only enable performance or fulfillment of the contract and are regularly relied upon by the other party. In this case, we are only liable for the typically foreseeable damages. We are not liable for slight negligent breaches of any other obligations than those mentioned in the previous sentences.
- 21.5 To the extent our liability is excluded or limited, such exclusion or limitation also applies to the employees, legal representatives or agents.
- 22. Mindestlohngesetz (MiLoG [German Minimum Wage Law]), minimum wage assurance**
- 22.1 The Contractor declares and undertakes to employ the Contractor's own employees - in particular if they are called on to fulfil the contractual obligation towards ourselves - in accordance with the respectively applicable provisions of the *Mindestlohngesetz*, to pay them in particular the minimum wage provided for in the *Mindestlohngesetz*.
- 22.2 The Contractor shall provide proof to us immediately at our request to us, submitting corresponding documents (especially time sheets and pay slips), that the Contractor is complying with and has complied with the respectively applicable provisions of the *Mindestlohngesetz*, in particular is paying the minimum wage provided for.
- 22.3 Should the Contractor use another work contractor, service provider or other subcontractor to fulfil the Contractor's contractual obligations towards ourselves, the Contractor undertakes to subject such work contractor, service provider or other subcontractor likewise to a comprehensive obligation to provide proof of compliance with the provisions of the *Mindestlohngesetz*. The Contractor furthermore undertakes at our request to provide us with a copy of proof of compliance with the *Mindestlohngesetz* by the downstream contractor.
- 22.4 The Contractor undertakes to review compliance with the provisions of the *Mindestlohngesetz* by the work contractors, service providers or other subcontractors commissioned by the Contractor on a regular basis and in individual cases for specific reasons and to inform us immediately, without being requested to do so, of the findings of such review.
- 22.5 In the event that the Contractor fails to comply with the foregoing obligations or fails to do so in full or in the case of false information on compliance with the *Mindestlohngesetz*, we shall be entitled to terminate the contractual relationship with the Contractor without notice. Such right of termination shall also exist if a work contractor, service provider or other downstream contractor commissioned by the Contractor, whose employees are used to fulfil the Contractor's contractual obligations towards ourselves, fails to comply with the provisions of the *Mindestlohngesetz*.
- The assertion of a violation of the provisions of the *Mindestlohngesetz* shall suffice, unless the Contractor can completely and verifiably refute this within a period of 10 days after becoming aware of the assertion. Prior notice shall not be required.
- 22.6 The Contractor must make good any damage to us arising directly or indirectly from the violation of the foregoing obligations or termination of the contract.
- 22.7 The Contractor shall indemnify us at first request against any receivables and claims of third parties, also such receivables and claims by subcontractors, service providers and other downstream contractors of the Contractor as well as any payments of fines due to violation of the *Mindestlohngesetz*, including legal expenses, if it is based on a contravention by the Contractor of one of the obligations arising from this declaration.
- In the event of a claim, we can also require the Contractor to provide appropriate securities based on the potential amount of damage.
- 23. Requirements under the law on corporate due diligence in supply chains [hereinafter referred to as *Lieferkettensorgfaltspflichtengesetz - LkSG* [German Act on Corporate Due Diligence in Supply Chains]**

MSL

Influence. Impact.

General Terms and Conditions of Purchase of MSLGROUP Germany GmbH

- 23.1 We are obliged to comply with human rights and environmental due diligence obligations in our supply chains in order to avoid human rights or environmental risks and/or to end the violation of human rights or environmental obligations. Corresponding obligations and risks are to be understood as they are defined in the *LkSG* as amended from time to time (the current version of the *LkSG* can be downloaded by clicking on the following link: https://www.bmas.de/SharedDocs/Downloads/DE/Internationales/act-corporate-due-diligence-obligations-supply-chains.pdf?__blob=publicationFile&v=3).
- 23.2 The Contractor, therefore, undertakes to comply with the human rights and environmental obligations described in the *LkSG* in connection with the delivery of goods and/or provision of services and to address appropriately the expectation of fulfilment of such obligations also vis-à-vis the Contractor's own suppliers along the Contractor's supply chain. In particular the Contractor undertakes to avoid risks and to end violations of human rights and environmental obligations. Furthermore, the Contractor undertakes to instruct the Contractor's executives and employees to comply with human rights and environmental obligations and to provide training for the Contractor's executives and employees in relation to compliance with the obligations.
- 23.3 We have the right to perform audits at the Contractor's company after prior written notice either ourselves and/or through commissioned auditors in order to ensure compliance with the Contractor's obligations pursuant to this Art. 23. The Contractor shall provide us and/or the auditor with all data, necessary documents and other information, which we and/or the auditor require for performance of the audit, in written, verbal and/or electronic form.
- 23.4 If we establish a suspected violation of a human rights or environmental obligation by the Contractor or one of the Contractor's suppliers, the Contractor shall be obliged to take and implement appropriate corrective measures or cause the Contractor's suppliers to take and implement such measures as reasonably required by us in writing.
- 23.5 At our request, the Contractor must immediately
- (a) draw up a concept together with us to end the violation of a human rights or environmental obligation, including a specific schedule for such concept; and
- (b) take the measures to implement such concept required by us at our reasonably exercised discretion.
- 23.6 We have the right to exercise extraordinary termination of the contract with immediate effect if
- (a) the Contractor fails to fulfil the Contractor's obligations pursuant to this Art. 23;
- (b) implementation of the concept pursuant to Art. 23.5 has not remedied the violation of a human rights or environmental obligation within a schedule set out in the plan.
- 24. Data protection**
- The parties are responsible for compliance with all relevant statutory data protection regulations, in particular the General Data Protection Regulation (GDPR) and the *Bundesdatenschutzgesetz (BDSG)* [German Federal Data Protection Act] as well as for the lawfulness of the data transfer and data processing of personal data. The parties undertake to process reciprocally provided personal data exclusively in a lawful and transparent manner and exclusively for the provision of services in accordance with the contract.
- 25. Anti-Corruption and Conflicts of Interest**
- 25.1 The Contractor will comply with all applicable anti-corruption laws (all laws against fraud, bribery, corruption, inaccurate books and records, inadequate internal controls, money laundering). The Contractor will train its employees on compliance with anti-corruption laws and complete any required training from us on compliance with anti-corruption laws while performing under contracts with us. The Contractor is prohibited from paying expenses for travel, lodging, gifts, hospitality, or charitable contributions for government officials on our behalf.
- 25.2 The Contractor will promptly inform us of any circumstances that may be relevant to the execution of this contract. This particularly includes immediately notifying us of any potential conflicts of interest. A conflict of interest particularly exists if direct or indirect monetary or non-monetary benefits are granted by the Contractor to an employee or a member of the employee's family or household by us or an affiliated company.
- 26. Place of jurisdiction, applicable law, final provisions**
- 26.1 Exclusive place of jurisdiction is the registered office of our company/Federal Republic of Germany. We shall also be entitled, however, to bring an action against the Contractor at the Contractor's place of general jurisdiction.
- 26.2 The law of the Federal Republic of Germany shall apply exclusively to all legal relations between the Contractor and ourselves, to the exclusion of the UN Sales Convention. The above stipulations shall also apply if the Contractor is a foreigner or the Contractor's registered office is located abroad.
- 26.3 Place of performance is the agreed place of delivery/service, in the absence of such agreement the registered office of our company. Place of performance for payments to us is the registered office of our company.