

GENERAL TERMS AND CONDITIONS OF BUSINESS

of Globalnorm GmbH

(„Agent“)

1. CONCLUSION AND CONTENT OF THE CONTRACT

- 1.1. The following general terms and conditions of business apply to all contractual relationships for which the current T&Cs are agreed and the inclusion of any general terms and conditions of the client is expressly prohibited. This remains the case, even if the terms and conditions of the client are enclosed in contractual documents, reference is made to the same and/or Globalnorm renders or accepts services while aware of conflicting or deviating terms and conditions of the contractual partner.
- 1.2. The offers made by Globalnorm are non-binding and the contract is only deemed to come into effect after Globalnorm has confirmed the order. Offers expressly designated as binding shall remain binding with respect to Globalnorm for a period of one month from the time said offer is received.
- 1.3. Assurances, guarantees, ancillary agreements or contractual amendments must be made in writing to be effective. The same applies to any waiver of the current written form requirement.
- 1.4. The specific service to be rendered by Globalnorm and the consideration to be provided in return shall be agreed in the requirements and functional specification. If the concrete nature of the services is only confirmed during the execution of the order or if new services are requested by the client, the requirements and functional specification shall be updated by Globalnorm and sent to the client for approval. Upon receipt of the updated requirements and functional specification, the client shall either issue approval or raise objections within five days. If the client neither approves nor objects to the work within five days, the updated requirements and functional specification is deemed to be accepted by the client.
- 1.5. **Notwithstanding extensive awareness of the technical and legal product conformity requirements on the part of Globalnorm employees and the fact that they regularly remain up to date through active committee work and maintain close contact with market surveillance and/or other authorities, Globalnorm does not issue any legally binding statements setting out which legal requirements a product must fulfil, but merely provides general guidance. Scope to clarify how a legal provision should be interpreted, according to Section 2 of the Legal Services Act (RDG), is limited to lawyers.**
- 1.6. Globalnorm is entitled to commission third parties for the purpose of executing the contract.
- 1.7. The offer of Globalnorm is directed solely at entrepreneurs, legal entities under public law and special funds under public law and not at consumers. The client pledges to refrain from commissioning services as a consumer.

2. PRICES AND PAYMENT TERMS

- 2.1. Globalnorm prices are stated in EURO, plus the reimbursement of expenses and any packaging and shipping costs as well as the respectively applicable statutory value-added tax.
- 2.2. Unless otherwise agreed, all invoices shall be payable in full within 30 days of the invoice date.
- 2.3. Globalnorm reserves the right to only offer work within the framework of predefined hourly quotas (e.g. in four-hour blocks). If hourly quotas are offered, these shall be invoiced based on the smallest unit of fifteen (15) min. Unless otherwise agreed in writing, no reimbursement shall be made for hourly quotas not called up by the client. Unless otherwise agreed in writing, hourly quotas can be called up until the time of expiry.
- 2.4. Payments by bill of exchange and cheque must be agreed in advance and any discount and other exchange costs incurred shall be borne by the client. Cheque payments shall only be deemed as effected when the funds have been credited to the Globalnorm account.
- 2.5. Offsetting is only permissible when counterclaims have been acknowledged by Globalnorm or established as valid in law (res judicata).
- 2.6. If partial payment has been agreed, the entire remaining amount shall become immediately due as soon as the client is (wholly or partially) in arrears with two instalments.

3. RENDERING OF SERVICE

- 3.1. The rendering of the agreed services on the part of Globalnorm is contingent on close collaboration with the client. The client shall, in particular, provide the technical environment, respondents and documents required for the services to be rendered by Globalnorm at no cost to Globalnorm.
- 3.2. If the client fails to meet any one of the obligations incumbent on it to cooperate properly or punctually, the contractually agreed deadlines for performance shall be extended in accordance with the delay. In this case, Globalnorm is entitled to charge additional expenses because of the non-performance, particularly to cover any extended provision of personnel or material resources, at the agreed rates.
- 3.3. If any additional expenses are incurred due to shortfalls or deficiencies in the documents and information provided by the client, Globalnorm is entitled to charge for any additional expenses incurred at the agreed rates. The same shall also apply to any additional expenses attributable to contradictory or incorrect information provided by the client, its employees or its other vicarious agents.
- 3.4. Generally, the agent is free to choose the place of performance. However, if the work duties assigned require the agent to render services at a specific place, the agent is obliged to comply.
- 3.5. The agent is free to arrange its working hours of choice. However, coordination with the client is required to facilitate collaboration between the parties and ensure deadlines are observed.

- 3.6. The agent shall render its services with the utmost care and diligence and leveraging the latest in proven technology.
- 3.7. If the activities require the procurement of documents (standards, guidelines, etc.) which are chargeable, the agent shall obtain approval from the client beforehand.

4. PROHIBITION OF ASSIGNMENT

The client is not entitled to assign any claims arising from a contract concluded with Globalnorm.

5. LIABILITY LIMITATION

- 5.1. Globalnorm disclaims any liability for compensatory damage claims assigned due to negligence. If an obligation deemed essential for achieving the purpose of the contract is negligently breached, the liability of the agent is limited to EUR 2,000,000.00 per single damage event. The annual ceiling for compensatory damage payments is limited to EUR 4,000,000.00. Liability for intent, gross negligence and loss of life, personal injury and harm to health remains unaffected.
- 5.2. If any damage is caused by employees or vicarious agents of Globalnorm, the above liability limitation applies both to Globalnorm itself and directly in favour of the employees or vicarious agents mentioned.
- 5.3. This liability limitation shall also apply if any person other than the client is deemed liable, particularly with respect to legal successors. Expert opinions and other Globalnorm views expressed in written form are solely intended for the client. The client shall not make use of the same directly vis-à-vis third parties, such as shareholders, and shall not otherwise disclose them, even as excerpts, except with the express consent of Globalnorm GmbH. If permission for any disclosure is given, the client undertakes to ensure third parties are made aware of the existence of this liability limitation agreement before granting said parties access to the results of Globalnorm's activities. This action is not deemed to establish any legal relationship between third parties and Globalnorm. Restrictions otherwise agreed on the disclosure of Globalnorm work deliverables remain unaffected by this regulation.
- 5.4. Any future extensions of the order and newly placed orders are also covered by this liability limitation agreement. The liability limitation agreement shall also apply to any damaging acts committed prior to its conclusion.

6. CONFIDENTIALITY

- 6.1. "Confidential information" refers to all information and documents of the respective counterpart which are designated as confidential or deemed confidential under the circumstances, particularly including information on operational processes, business relations and insights, as well as - for the agent - all work deliverables.
- 6.2. The parties agree to maintain confidentiality regarding such confidential information. This obligation shall remain applicable, even after the contract is terminated.
- 6.3. The scope of this obligation excludes confidential information in the following categories:
 - a) Information of which the recipient was demonstrably already aware at the time concluding the contract or which was conveyed via a third party, without any breaching of a confidentiality agreement, statutory regulations or official orders in the process;
 - b) Information which was considered public knowledge at the time of concluding the contract or which was made public thereafter, provided this was not due to any breach of this contract;
 - c) Information which must be disclosed due to legal obligations or by order of a court or authority. As far as permissible and feasible, the recipient subject to such disclosure obligation shall inform the counterpart in advance and give it the opportunity to oppose the disclosure.
- 6.4. The parties shall only grant access to confidential information to consultants who have pledged to meet professional secrecy obligations or who have previously been subject to obligations corresponding to the confidentiality obligations of this agreement. Furthermore, the parties shall only disclose the confidential information to employees who need to know the same for the performance of this agreement and shall oblige such employees to maintain confidentiality to the extent permitted by labour laws for the time after they leave the company.

7. DATA PROTECTION

Globalnorm collects and processes personal data within the agreed contractual scope and in accordance with the separately specified privacy policy.

8. PLACE OF JURISDICTION AND GOVERNING LAW

- 8.1. To the extent permitted by law, the parties agree that the exclusive place of jurisdiction shall be Berlin in the Federal Republic of Germany.
- 8.2. German law shall apply to the exclusion of the application of the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of private international law.



9. FINAL CLAUSE

Should any of these conditions or the conditions agreed on in the requirements and functional specification prove invalid, the validity of the contract and the remaining provisions shall remain unaffected.