

Terms and Conditions of the Deutsche Telekom Group for Purchasing ICT Services (EB ICT Services)

1. Scope

- (1) These Purchasing Terms and Conditions of the Deutsche Telekom Group for Purchasing ICT Services (hereinafter referred to as EB ICT Services) shall apply to all services in the ICT Services area (hereinafter referred to as services) that the Contractor provides to Deutsche Telekom AG (hereinafter referred to as DTAG) or a company affiliated with Deutsche Telekom AG as per Item 1(4), provided that the purchase order does not contain any deviating terms and conditions. The ordering Group company is hereinafter referred to as the "Customer."
- (2) The Contractor shall offer the Customer services in accordance with the specifications in these Purchasing Terms and Conditions for ICT Services with reference to the same. Agreements on the Contractor's services (hereinafter referred to as "Orders") shall be made by means of a purchase order with reference to a corresponding proposal by the Contractor.
- (3) Only Orders and other declarations of intent which are placed in writing by a Procurement unit of Customer DTAG shall be legally valid. Orders shall be made without an acceptance obligation; any volumes specified shall only be estimations and the Contractor shall not be entitled to request the whole volume. The written form requirement in the sense stated above shall also be satisfied by communication methods provided electronically, by fax, e-mail, or electronic communication methods specially provided by the Customer for carrying out purchasing transactions, including full integration, web-based applications, or statements transmitted via the Order Management Tool. An electronic declaration of intent shall be received on the day on which it is available for retrieval by the recipient under his electronic address during normal business hours; otherwise, it shall be received on the next business day. In the event that a special electronic communications method provided by the Customer to carry out purchasing transactions is used, the relevant terms and conditions of use of the Deutsche Telekom Group shall apply to electronic communications methods provided by it (NB e-commerce) (see under www.telekom.com/en/company/global-procurement).
- (4) To the extent that the Customer has concluded a framework agreement that provides for the applicability

of these EB ICT Services, the beneficiaries of this framework agreement, who are as such entitled to place call-off orders, shall be DTAG, all of its affiliated companies worldwide pursuant to §§ 15 et seq. of the German Stock Corporation Act (Aktengesetz – AktG), and companies in which DTAG directly or indirectly holds at least 25 percent of the shares and/or exercises management control, worldwide.

2. Contractual item

The type and content of the services shall be defined and described in detail in the respective Order.

3. Integrity and cooperation / quality management and information security

- (1) DTAG has formulated principles and values that show DTAG's willingness to share business ethics and the social and ecological obligations with its contractors. These principles and values are set forth in the DTAG Code of Conduct, the DTAG Social Charter and the DTAG Supplier Code of Conduct (see under: www.suppliers.telekom.de). The Contractor shall take all measures required to avoid and sanction any instance of active or passive corruption, both in the public and private sector. Detailed information can be found in the DTAG Supplier Code of Conduct (hereinafter referred to as Supplier Code of Conduct).
- (2) The Contractor undertakes to immediately notify the Customer in writing as soon as it becomes aware of any problems relating to compliance with the **Supplier** Code of Conduct within its area of responsibility, and in, to avoid anything that may damage the Deutsche Telekom Group's brand image or endanger the reliable provision.
- (3) The Contractor shall be obligated to comply with the security provisions of the Deutsche Telekom Group (see under: www.telekom.com/en/company/global-procurement) which apply to contractors and their vicarious agents (Erfüllungsgehilfen). The Contractor informs the persons and/or subcontractors deployed to provide the service thereof and obligates them to comply with the security provisions accordingly.
- (4) If work is to be performed at the Customer's securityrelevant sites, the Contractor shall ensure that only staff who have passed the security check are

employed in accordance with the Security Clearance Check Act (Sicherheitsüberprüfungsgesetz) in Germany or a comparable security clearance check elsewhere.

- (5) The Contractor shall ensure that both it and its subcontractors comply with the statutory provisions of the German Minimum Wage Act (Mindestlohngesetz). In this context, it shall be obligated, for example, to provide proof that the minimum wage is being paid by it and its subcontractors if requested to do so by the Customer in writing. The Contractor shall indemnify the Customer against any and all claims in connection with minimum wage payments; this shall also apply to any fines incurred. It shall also immediately inform the Customer if there are reasons to suspect that it or one of its subcontractors are violating statutory minimum wage requirements.
- (6) The Contractor shall adhere to the Customer's requirements for quality management, environmental protection, and information security. To the extent that this is requested in the specification, the Contractor (i) shall provide evidence of quality management in accordance with DIN EN ISO 9001, TL 9000, or an equivalent quality management system and provide data on the metrics described in the TL 9000 Quality Management System Measurements Handbook or agreed otherwise, (ii) shall provide evidence of an environmental management system in accordance with DIN EN ISO 14001 or the EC Eco Audit Regulation, and (iii) shall provide evidence of an information security management system in accordance with ISO/IEC 27001 or equivalent.

4. Components of the agreement

On conclusion of the agreement, the following documents shall apply in descending order of priority:

- a. The Order
- b. Other components of the agreement that are specified in the Order (e.g., service specifications)
- c. These EB ICT Services
- d. The Supplier Code of Conduct in its most current version.

The Contractor's Terms and Conditions shall not apply even if they are referred to in the proposal or other documents of the Contractor and the Customer does not explicitly object to them.

5. Independent service provision, work and residence permit Work permit

- (1) The Contractor shall provide the contractual services independently and on its own responsibility.
- (2) In principle, the Contractor shall be free to choose the place of performance for providing its services. However, if the project requires the services to be partially performed on the premises of the Customer or a third party, the Contractor shall be prepared to provide the services on the respective premises to the extent required; the parties shall agree on the respective place of performance, taking the project's requirements into account.
- (3) The Contractor shall be solely responsible for issuing instructions to its employees and any subcontractors it deploys. The Contractor shall be free to organize the service provision and the allocation of time for its activities. However, to the extent required by the project, the Contractor shall coordinate with others involved in the project for meeting agreed deadlines.
- (4) The Contractor undertakes to independently and properly tax the remuneration received from the Customer in compliance with the relevant tax laws.
- (5) If employees, vicarious agents, and subcontractors are deployed, the Contractor shall ensure that all the necessary official approvals (e.g., work permit and residence permit) have been obtained. The Contractor shall indemnify the Customer from any legal consequences resulting from failure to comply with this requirement.
- (6) The Contractor undertakes to agree in advance with the Customer on any software tools used by the Contractor in the context of service provision.
- (7) The Customer shall make available to the Contractor (where necessary to provide the service) all information and documentation that is required and which is available to it.
- (8) The Contractor shall be obligated to notify the Customer at any time of the status of the work.
- (9) If the Contractor realizes that it cannot meet the agreed completion dates, it shall immediately notify the Customer in writing of the reasons for and duration of the anticipated delay. There shall be no entitlement to extension of the completion dates. The legal and contractual consequences of a default shall remain unaffected.

- (10) The Contractor shall be fully responsible for the deployment and performance of its staff in connection with the provision of services. When working at the Customer's facilities, the Contractor shall be obligated to ensure that its staff handle the Customer's property with care.
- (11) The staff entrusted with the provision of the services concerned must have the qualifications stipulated in connection with the relevant Order. A new employee of the Contractor shall have as a general rule at least the same qualifications as the previous (substituted) employee. The higher costs associated with the change to the assignment of employees (e.g., induction / project-specific transfer of know-how) shall be borne by the Contractor.
- (12) To enable proper and punctual performance of the Order, the Customer and the Contractor shall appoint contacts with decision-making authority.
- (13) The deployment of the Contractor's staff in projects with competitors of the Deutsche Telekom Group shall require written approval by the Customer, should these employees be simultaneously involved in projects for the Customer or have been deployed in such projects within the past 6 months.
- (14) If the Contractor's services are provided for end customer projects of DTAG or one of its subsidiaries within the meaning of Item 1 (4), the Contractor undertakes not to work for the relevant end customers in a comparable way during the duration of the relevant Order and for one year after the relevant Order has ended, unless the Customer provides written consent for such work to be carried out. Such consent may not be unreasonably withheld. The above obligation of the Contractor shall only apply if and to the extent that the relevant end customers are already specified in the Order for the relevant service.

6. Remuneration

- (1) The price agreed upon in the agreement is either a fixed price or in case remuneration on a time and material basis a maximum price (total net).
Remuneration for the services shall be effected upon issuance of an invoice.
- (2) The agreed remuneration shall cover all expenses incurred in connection with the provision of the service, in particular services of any subcontractors, all incidental expenses, travel expenses, and travel and waiting times, unless specified otherwise in the relevant Order.

In addition to the remuneration agreed in the Order, the Customer shall pay value added tax at the rate specified by law at the time the service is provided.

- (3) The Contractor shall be obligated to immediately notify the Customer's Procurement units, without being asked to do so, if the Contractor or any staff it deploys for the provision of the contractual services (employees or any subcontractors) are simultaneously employed in other parallel projects within the Deutsche Telekom Group during the period of assignment, or if such deployment is being planned. The Contractor shall provide information on all projects, their precise scope, their duration, the associated SAP order numbers, and the contact person at Deutsche Telekom's end. Should the Contractor not meet this obligation to provide information, the Customer shall expressly reserve the right to arrange for an audit of all payments made by units at the Deutsche Telekom Group for such parallel-running projects and to reclaim payments made in this respect.
- (4) The Contractor shall offer DTAG and its affiliated companies pursuant to Item 1(4) its services at the most favorable conditions, which the Contractor shall grant worldwide to DTAG itself and/or to a company affiliated with DTAG for comparable services with regard to quantity, quality, and market conditions. It shall be possible for DTAG and its affiliated companies to exchange relevant information at any time.
- (5) Additional services that become necessary during the term of agreement and have implications for costs shall be agreed between the parties in writing before they are provided, even if they are essential for the performance of the agreement.

7. Invoicing and terms of payment

- (1) Invoicing shall be carried out after the service has been provided in full, unless the parties have agreed otherwise.
- (2) If remuneration on a time and materials basis is agreed, invoicing generally shall be carried out monthly in accordance with the service logging process specified by the Customer. If no electronic service logging system is available, the proof of performance signed in the original shall be attached to the invoice, unless agreed otherwise by the parties. The invoice can be rejected without being processed if this proof of performance is not enclosed. The same shall apply in the case of price variances, incorrect information regarding order items, or absence of the order number

(SAP number). In the case of invoicing on a time and materials basis, the invoice month must be stated on the invoice.

- (3) Invoices shall be sent exclusively to the invoice address specified in the call-off order.
- (4) The invoice shall not be paid before the service has been provided. Unless otherwise agreed in the Order, the payment term shall be 30 days net. The payment term shall commence on the first day after receipt of the verifiable invoice which meets the requirements of this Item 7, but not before provision of the service.
- (5) The unconditional payment of the invoiced amount by the Customer shall not constitute recognition of the Contractor's service as being in accordance with the agreement.
- (6) The invoice shall be in accordance with § 14 of the German Value Added Tax Act (Umsatzsteuergesetz – UStG). If the invoice does not comply with the requirements, the Customer shall reserve the right to return the outstanding invoice in order for the Contractor to complete or correct it. In such a case, the payment term shall begin only after the completed or corrected invoice has been received. Even if the Customer does not make use of the aforementioned proviso, it shall not be responsible for any delay in payment. The invoice shall be issued at the earliest on the day on which the service is rendered in accordance with the agreement.
- (7) Amendments and supplements to the Order shall be clearly indicated on the invoice and shall only be paid for if agreed upon in writing before being carried out.
- (8) If a credit note procedure has been agreed, the following provisions shall apply in deviation from or in addition to the provisions of this Item 7:

The Customer shall make payments without the Contractor submitting invoices. The payment term shall commence upon completion of data input, but not before performance/acceptance of the service. The service shall be billed based on the proof of performance. The Contractor shall receive a credit note report from the Customer as proof of the services recorded electronically each month, on the 3rd working day of the following month in each case. The credit note report shall list the services by type and quantity, as well as the net price, the value added tax and the value added tax rate, for each proof of performance.

In all other respects, the provisions specified in this Item 7 shall apply.

8. Taxes

- (1) The liability for value added tax shall pass to the Customer if the Contractor is not a German company and the services or the work performed by the Contractor is taxable in Germany (§ 13b of the German Value Added Tax Act. In this case, the Contractor shall not itemize German value added tax on the invoice for these services. If the Contractor brings items from a third country to Germany in order to provide the aforementioned services or work and if in this connection taxes on imports are levied, these taxes shall be borne by the Contractor.
- (2) The Customer may deduct any withholding taxes which may possibly accrue from the price to be paid and pay them to the fiscal authorities for account of the Contractor unless a valid certificate of exemption is provided by the Contractor.

9. Foreign trade regulations

- (1) The services to be provided by the Contractor may be subject to European, German, U.S., or other national provisions.
- (2) The Contractor undertakes to obtain all approvals required in accordance with export regulations for cross-border provision of services on its own responsibility and at its own costs, and to comply with the relevant laws and regulations.
- (3) Where the Contractor has obtained services either wholly or partially from third parties, it shall guarantee that they have been obtained from secure sources, and exported, imported, or provided observing and complying with the export- and other relevant legal regulations of the country of manufacture/dispatch.
- (4) Furthermore, in performing this agreement, the Contractor undertakes to comply with European legislation, German law on foreign trade, and U.S. re-export law.

10. Default

- (1) In the event of default, the statutory provisions shall apply, unless otherwise specified below.
- (2) The Customer shall be in default on payment only if it fails to make the payment following a reminder from the Contractor.

- (3) If a contractual penalty is agreed, the Customer may reserve the right to apply the contractual penalty until the final payment has been made.

11. Recognition of performance, acceptance

- (1) The Customer shall recognize the agreed services or partial services when the Contractor has provided the services in accordance with the service specifications.
- (2) If specific results are to be delivered, then the services shall only be accepted when the work results provided correspond to the agreed requirements.
- (3) In the event that acceptance is refused, the Contractor shall improve or subsequently provide the outstanding services without delay, at the latest within a reasonable period of time to be determined by the Customer.
- (4) Slight defects shall be rectified without delay, provided no new service is required.

12. Liability for defects

- (1) The Contractor only shall assign suitably qualified staff to perform the contractual obligations. Where requested in the relevant request for quotations, the Contractor shall submit to the Customer a description of the training and work profiles of the employees deployed or to be deployed, showing their qualification for the service to be provided. The Contractor shall ensure that its services are provided with customary professional diligence, that they are provided on the basis of the state of the art in science and technology, and that they comply with the relevant statutory provisions and agreed guidelines.
- (2) If the Contractor's service does not correspond to the quality described in paragraph 1, the Customer shall be entitled to reduce the Contractor's remuneration. This shall not affect other (for example statutory) rights of the Customer.
- (3) Unless longer periods are provided by law, the Customer's claims due to defects of title shall be subject to a limitation period of two years from the time a third party asserts a claim for infringement of industrial property rights or any other rights or the Customer becomes aware of the defect of title through other means.

13. Rights of use

- (1) The following definitions apply in relation to Items 13/14.

Work results:

New products and other results that are related to the provision of the contractually agreed services.

Existing products:

Any existing products that are supplied in relation to the provision of the services or are an essential part of the work results and thus any associated existing knowledge and results.

- (2) The Customer shall be entitled to the exclusive, irrevocable, transferable, sublicensable, and global right to use all work results, unrestricted in terms of time, space, and content. The right of use shall also in particular include the right to publish the documents in full or in part, and to duplicate, alter, or edit the documents, including making further use of them for follow-up agreements with third parties. The source codes and documentation required to use the services shall be handed over to the Customer in a suitable form free of charge. The Customer's right of use shall also exist in the event of termination of the agreement.

If, as part of service provision, the Contractor also provides the Customer with open source software (hereinafter referred to as "OSS"), the Contractor shall inform the Customer thereof in writing as early as possible, but no later than the date the services are provided or the OSS components and the relevant applicable license terms and conditions are supplied in writing. Item 14 shall remain unaffected.

- (3) The Contractor shall inform the Customer in advance about its existing products that have been integrated into work results or that are otherwise necessary to use or exploit the work results as per Item 13 (2). The Customer shall obtain a non-exclusive, irrevocable, transferable and sublicensable right, which is not limited in time, space, or content, to use these existing products together with the work results. Unless agreed otherwise in writing, the above-mentioned right of use shall also apply as regards other existing products that are supplied as part of an Order based on these EB ICT Services.
- (4) All work results that the Contractor produces during the course of providing the contractual services or that can be derived from these shall belong to the Customer and solely the Customer shall be entitled to have these registered worldwide as industrial property rights. "Industrial property rights" include all copyrights, patents, samples, brands, design patents, rights to databases, and all comparable rights regardless of any registration. The Contractor shall support the Customer with the registration of these industrial property rights

and shall provide all documents and approvals that are required for this. The Contractor shall obligate its employees and subcontractors to do the same.

- (5) Unless agreed otherwise in writing, all fees for the rights granted to the Customer as stipulated in this Item 13 shall be included in the remuneration agreed in the relevant Order.

14. Third party rights

- (1) The Contractor shall ensure that the services to be provided by it are free of third-party rights, in particular third-party industrial property rights, that could restrict or exclude the contractual use.

- (2) Each party shall immediately notify the other party of any claim related to said third party rights made or threatened against the other party and/or if it becomes aware of any infringement or alleged infringement of any third party rights in connection with the contractual services.

(3) On the first written request, the Contractor shall fully indemnify the Customer from any and all legal actions, demands, costs, charges, losses, claims, and expenses suffered by the Customer as a result of the infringement or alleged infringement of any third-party industrial property rights. In addition to these duties, the Contractor may, at its own discretion and at its own expense either

- (a) modify or replace the services in a way that prevents third-party rights from being infringed or allegedly infringed, however which ensures that the services continue to comply with the contractually agreed requirements in all respects; or
- (b) obtain the right for the Customer to (further) use of the services in accordance with this agreement.

- (4) If the Contractor fails to cease the infringement of third party rights within a reasonable time period, the Customer shall, at its own discretion, be entitled to withdraw from the relevant Order and to assert claims for compensation or for a corresponding reduction of the purchase price and/or the licensing fee.

15. Subcontractors

- (1) The commissioning of a subcontractor (including external consultants and freelancers) shall require the written consent of the Customer; such consent may be refused without reasons being provided. The Contractor must indicate preferred subcontractors by including the name of the consultant and the company information in the quotation. Affiliates of the Contractor shall also be considered as subcontractors in the meaning of this Item 15.

- (2) Should the Contractor wish to employ a subcontractor, the Contractor shall indicate its margin in this respect in its quotation. Furthermore, it shall be agreed that, in the case of subcontracting without consent by the Customer, the Customer shall be entitled to reduce the agreed payment by the Contractor's margin.

- (3) For clarification purposes, please note that the consent of the Customer to subcontracting shall in no way comprise permission for the respective subcontractor to arrange subcontracting on its part. Any further subcontracting level shall require the explicit consent of the Customer. Furthermore, the remaining provisions of this Item 15 shall apply accordingly to such further subcontracting levels – in particular with the result that the margin and contractual transparency as well as the ban on competitive restrictions must cover the entire chain of subcontracting. Deployed consultants who are not employees or employees of the Contractor or a subcontractor ("freelancers") hired on a temporary basis shall also be deemed subcontractors within the meaning of these EB ICT Services and shall expand the same chain. Such status of the consultant shall be referred to in the proposal.

- (4) An Order shall not constitute an employment contract between the Customer and any person employed by the Contractor or a subcontractor. The Contractor and its subcontractors shall be responsible for all employer obligations that are imposed on it/them due to public regulations, by an authority due to public regulations, or by an authority as a result of performing an Order and in respect of the Contractor's taxable income. Furthermore, the Customer shall not be liable for paying any salaries, travel expenses, personal taxes, social insurance contributions, and insurance premiums, etc. in relation to employees or consultants of the Contractor or its subcontractors. The Contractor shall indemnify the Customer from any liability and hold the Customer harmless from any action or omission that violates this obligation.

- (5) If the Customer grants its consent, the Contractor shall ensure that all subcontracts awarded under the relevant Order are organized in such a manner that the Contractor is fully able to meet its obligations toward the Customer.
- (6) The Contractor shall be obligated to submit its standard agreements, that it agrees with its subcontractors, to the Customer for its information. In any case, the Contractor undertakes not to conclude any agreements with its subcontractors that forbid the subcontractors from concluding an agreement, either directly or indirectly, with the Customer following completion of the subcontracting relationship.
- (7) The Contractor's liability shall remain unaffected by the subcontracting, by the information on the structure of the subcontracting relationship, or by the consent thereto by the Customer.
- (8) The Customer shall be entitled to check the correctness of the Contractor's margins specified in the respective individual proposal by means of direct information from the IT expert. In this respect, the Contractor undertakes to release the IT experts from their obligation to maintain secrecy vis-à-vis the Contractor to the required extent. The Contractor, at the Customer's request, shall disclose the agreement with the IT expert for random inspection of the above-mentioned margins.

16. Confidentiality, data protection

- (1) Both parties hereto undertake to treat as confidential all information from the business of the other party which they become aware of through the business relationship and which is not generally available; such information shall not be used for their own or third parties' purposes. This duty to maintain confidentiality shall not apply within the Deutsche Telekom Group.
- (2) The Contractor undertakes to maintain telecommunications secrecy, comply with data protection provisions and, in particular, the protection of personal data.
- (3) The Contractor shall be responsible for requiring a written commitment to act accordingly on the part of all people it involves in the provision of the service.
- (4) All documentation made available to the Contractor by the Customer for the service provision shall remain the Customer's property and upon the Customer's request, the Contractor shall return or destroy the documentation

together with any and all copies made. Duplicates of documents in electronic media and on data carriers that cannot be surrendered must be deleted or rendered permanently unusable by the Contractor. This shall also apply in the event of termination of the agreement. The Contractor shall not have a right of retention, irrespective of the legal grounds.

- (5) The Contractor undertakes to explicitly and verifiably inform its employees, agents, and subcontractors that the Customer may collect and process the following personal data on them for the purposes of guaranteeing statutory regulations and its legitimate business interests: title, surname, first name, date of birth, street, zip code, city, and country. The following information may also be collected on employees, vicarious agents, and subcontractors of the Contractor to be deployed who require a work or residence permit as per applicable German and European law in order to take up work in Germany: validity period of the work permit and/or residence permit, restriction of weekly working hours as per the work permit, restriction of place of deployment as per the work permit, restriction of duties/position as per the work permit.
- (6) The Contractor may only pass on to third parties or publish work results from this agreement and any information about them after obtaining the prior written consent of the Customer.
- (7) Any mention of the Customer as a reference shall require the Customer's prior express consent in writing. Once granted, this consent shall continue to be valid until it is withdrawn. The Customer shall be entitled to withdraw such consent at any time without notice and without stating the reasons.
- (8) If personal data is transferred by the Customer to the Contractor and is processed by the Contractor as part of its activities, the Contractor undertakes, at the request of the Customer, to acknowledge the agreement specified by the Customer regarding the commissioned processing of personal data (ADV).
- (9) The above obligations shall continue to apply after the agreement has expired.

17. Ban on deployment

- (1) Contractor's attention is expressly drawn to the fact that retired civil servants who leave the Deutsche Telekom Group through an early retirement regulation are strictly forbidden from undertaking any further work for the Deutsche Telekom Group, whether directly or indirectly. This also applies in principle to former employees of the

Deutsche Telekom Group for a period of 15 months following termination of the employment contract if they received a financial settlement in connection with the termination of their employment contract. If the Customer's Procurement unit has not already issued a written exclusion in advance in the specific instance, a general deployment ban shall exist in addition for current employees of the Deutsche Telekom Group.

- (2) Against this background, the Contractor, in turn, undertakes to ensure that in providing its service to the Customer, the retired civil servants stated in paragraph 1 or staff as defined by paragraph 1, sentence 3 shall not be deployed as employees or temporary workers or as subcontracted work or service providers or in any other way, and none of the former employees specified in paragraph 1 are deployed as subcontracted work or service providers or as temporary workers lent to units of the Deutsche Telekom Group.
- (3) In the event of a violation of the provisions of this Item 17, the Customer shall be entitled to terminate the contractual relationship for good cause. Furthermore, the Customer shall expressly reserve the right to assert claims for compensation in this respect.

18. Substitute(s)

- (1) The Contractor shall observe the rights and interests of the Customer within the scope of the services to be provided by it. However, it shall not be entitled to represent the Customer to third parties in legal transactions or to pose as its representative without prior written authority.
- (2) The Contractor shall indemnify the Customer against all claims that may arise from any breach of the agreement, in accordance with the principles of apparent authority.

19. Termination

- (1) The Customer may terminate each Order by giving 2 weeks' notice.
- (2) If the Customer terminates the Order and specific calendar days (already specified in the Order) or hours within these calendar days have been requested during which the services are to be provided, only those calendar days or hours which are included in the period until the 2-week notice period expires and for which services have actually been provided shall be paid for.
- (3) If the calendar days or the hours within these calendar days during which the services are to be provided have not yet been specified in the Order and instead the

Customer has requested the services from a volume-based daily/hourly allotment specified in the Order as required within a time period defined in the Order, merely the days/hours that have been requested and during which services have been performed up to the time the 2 week notice period expires shall be paid for. The Contractor shall not be entitled to request and/or pay further daily/hourly rates, for example as part of a "pro rata regulation."

- (4) The right to terminate the agreement for good cause without notice (fristlose Kündigung aus wichtigem Grund) shall remain unaffected. The right to terminate the agreement for good cause shall in particular be permissible if the project agreement with the Customer's client, for whom the services are required, is ended prematurely.

The Customer shall also be entitled to terminate the agreement for good cause if the Contractor (and/or its subcontractors) do not meet the requirements of the German Minimum Wage Act.

Furthermore, any Order may be terminated by the Ordering Party without notice period at any time and as far as legally possible with regards to the applicable law:

- i) if the Contractor ceases to carry on its business or the part of its business which relates to the contractual services;
- ii) if an application to open insolvency proceedings with regards to the Contractor is made;
- iii) if proceedings have been opened or a resolution passed for the dissolution, liquidation or winding up of Contractor whether voluntary or otherwise (otherwise than for the purposes of a solvent amalgamation or reconstruction); or
- iv) if anything, analogous to the foregoing occurs in the applicable jurisdiction.

20. Assignment of claims

- (1) The Contractor's claims against the Customer may be assigned only with the express written consent of the Customer's contracting unit.
- (2) The Customer shall be entitled to assign the rights and obligations arising from the agreement collectively or individually to each affiliated company pursuant to Item 1 (4). This shall not require the Contractor's consent.

21. Offset

- (1) The Contractor shall have no rights of retention insofar as they are based on counterclaims resulting from other legal transactions with the Customer.
- (2) The Contractor may only offset claims that are undisputed or legally enforceable.

22. Final provisions

- (1) The place of performance shall be the place of destination indicated by the Customer.
- (2) The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and standards that reference other laws.
- (3) The place of jurisdiction shall be the Customer's principal place of business. The Customer shall, however, also be entitled to have recourse to the court with jurisdiction at the Contractor's principal place of business.
- (4) In the event of legal invalidity of individual items of the agreement, the remaining items shall remain binding. However, this shall not apply if adherence to the agreement would constitute an unreasonable hardship for one party.