

General Terms and Conditions of Purchase of ubitricity Gesellschaft für verteilte Energiesysteme mbH for Goods, Services and Works

A. General Part Section 1 Scope, Form

- (1) These General Terms and Conditions of Purchase (hereinafter: GTCP) apply to all business relationships of ubitricity (hereinafter: "Client") with business partners and suppliers (hereinafter: "Contractors"). The GTCP shall apply only if the Contractor is an entrepreneur (Section 14 of the German Civil Code - BGB), a legal entity under public law or a special fund under public law.
- (2) The GTCP shall apply in particular to contracts for the sale and/or delivery of movable goods ("Goods") by the Contractor, irrespective of whether the Contractor manufactures the Goods itself or purchases them from suppliers (sections 433, 650 BGB). The GTCP shall also apply to such contracts in which we commission services or works (e.g. transport, development, maintenance, repair or cleaning services as well as services of an information technology nature). Unless otherwise agreed, the GTCP in the version in effect at the time of the order or, in any case, in the version of which the Contractor was last notified in text form shall also apply as a framework agreement for similar future contracts, without our having to refer to them again in each individual case.
- (3) These GTCP shall apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that we have expressly agreed to their validity in writing. This requirement of consent shall apply in all cases, even, for example, if we accept the Contractor's deliveries without reservation in the knowledge of the contractor's general terms and conditions.
- (4) Individual agreements made with the Contractor in individual cases (including ancillary agreements, supplements and amendments) shall in all cases take precedence over these GTCP. Subject to proof to the contrary, a written contract or our written confirmation shall be authoritative for the content of such agreements.
- (5) Legally relevant declarations and notifications to be made to us by the Contractor after conclusion of the contract (e.g. setting of deadlines, reminders, declaration of withdrawal) must be made in writing to be effective. Statutory formal requirements and further evidence, in particular in cases of doubt about the legitimacy of the declarant, shall remain unaffected.
- (6) References to the applicability of statutory provisions are for clarification purposes only. Therefore, even without such clarification, the statutory provisions shall apply unless they are directly amended or expressly excluded in these GTCP.
- (7) The English translation of these GTCP has been created to the best of its knowledge. However, it is only for informational purposes. In case of doubt, the provisions of the German version shall prevail.

Section 2 Conclusion of the contract

2.1 Offers

- (1) If the Contractor prepares an offer on the basis of an enquiry from the Client, it must adhere precisely to the terms of the Client's enquiry and, in the event of deviations, expressly point these out.
- (2) The Contractor shall check the enquiry documents for completeness immediately after receipt and request any missing parts or information without delay.
- (3) The Contractor shall be obliged to expressly point out any gaps and contradictions in the enquiry, including its components, which it has identified or which are identifiable when applying the diligence that is possible and reasonable for a specialist company.
- (4) Offers must include a commitment not to increase the price for at least 90 days.
- (5) The Client shall incur no costs in the preparation of an offer. An offer shall not constitute an obligation to place an order.
- (6) Remuneration for visits, the preparation of offers, project work or similar shall not be granted unless remuneration has been expressly agreed or there is an indispensable legal entitlement thereto.

2.2 Commissioning

- (1) If the Client does not expressly refer to the Contractor's offer in the order, the offer shall not become part of the order. Individual agreements, the commission in question and these GTCP shall otherwise take precedence over the offer in the event of contradictions.
- (2) Our order shall be deemed binding (offer) at the earliest upon its written submission. The Contractor shall point out to us obvious errors (e.g. spelling and calculation errors) and omissions from the order, including the order documents, before acceptance, for the purpose of correction or completion; otherwise the contract shall be deemed not to have been concluded.
- (3) The Contractor shall confirm our order in writing within a period of 5 working days or execute it without reservation by dispatching the Goods (acceptance). A delay in acceptance shall be deemed a new offer and require acceptance by us. The same shall apply to an acceptance subject to extensions, restrictions or other changes to the order. Combined with a new offer, this shall be deemed a rejection of the offer made by us on submission of the original order. A contract shall not be concluded until we have accepted this offer.
- (4) The Client may demand additional performances to those contractually agreed. The Contractor may object to the change request if the implementation thereof would be unreasonable for it. The Contractor shall immediately submit a new written offer to the Client for this additional, more extensive performance. The additional work may only be performed after receipt of a written order from the Client. Additional performances of the Contractor which have not been ordered in writing shall not be remunerated. If the Contractor does not accept the commissioning of the additional performance, the Client shall have the option of extraordinary termination of the originally commissioned performance.
- (5) The Client may demand additional performances to those contractually agreed. The Contractor may object to the change request if the implementation thereof would be unreasonable for it. The Contractor shall immediately submit a new written offer to the Client for this additional, more extensive performance. The additional work may only be performed after receipt of a written order from the Client. Additional performances of the Contractor which have not been ordered in writing shall not be remunerated. If the Contractor does not accept the commissioning of the additional performance, the Client shall have the option of extraordinary termination of the originally commissioned performance.

Section 3 Offsetting, rights of retention

- (1) We shall be entitled to offsetting and retention rights and the defence of non-performance of the contract to the extent provided by law. In particular, we shall be entitled to withhold due payments for as long as we are still entitled to assert claims against the Contractor as a result of incomplete or defective performances.
- (2) The Contractor shall only have a right of set-off or retention on the basis of counterclaims that have been legally established *res judicata* or are undisputed.

Section 4 Provision of performances by third parties

The Contractor shall not be entitled to arrange for the performance owed by it to be provided by third parties (e.g. subcontractors) without our prior written consent.

Section 5 Secrecy

- (1) We reserve the property rights and copyrights to illustrations, plans, drawings, calculations, implementation instructions, product descriptions and other documents. Such documents shall be used exclusively for the contractual performance and returned to us upon completion of the contract. The documents must be kept secret from third parties, even after termination of the contract. The obligation to maintain secrecy shall only expire if and to the extent that the knowledge contained in the documents provided has become generally known. If the Contractor should arrange for the performance owed by it to be provided by third parties (e.g. subcontractors) with the prior written consent of us, the Contractor shall oblige such third parties appropriately to maintain secrecy.

(2) The above provision shall apply mutatis mutandis to substances and materials (e.g. software, finished and semi-finished products) as well as to tools, templates, samples and other items that we provide to the Contractor for production purposes. Such items shall - as long as they are not processed - be stored separately at the Contractor's expense and insured to a reasonable extent against destruction and loss.

(3) Upon the Client's request, the Contractor shall immediately return all confidential information, delete it from electronic storage media and delete or destroy all extracts and analyses containing confidential information. Confidential information in this sense means all technical, economic, photographic or other information and all documents and other tangible objects containing information, whether on paper, in machine-readable form, on phonograms, as a video recording, in the form of samples or in any other form, relating to the business of a person, including work products, personal data and the scope of services provided to that person, as well as business plans, property, business methods, business results or prospects, the terms, negotiations and existence of the contract, proprietary software, intellectual property rights and business records. Any reference to the confidential information of the group of companies includes the work product as well as the terms, negotiations and existence of the contract.

Section 6 Data protection

(1) The Contractor undertakes to process personal data communicated or made available within the scope of the provision of services in strict compliance with the statutory national data protection provisions and the EU General Data Protection Regulation (GDPR) and to use such data exclusively for the purpose of the provision of services.

(2) The Contractor shall instruct all employees in accordance with the relevant data protection regulations and oblige them to observe data secrecy.

(3) The Contractor shall take all reasonable security measures to protect personal data from the following accidental, unlawful or unauthorised occurrences: (i) destruction; (ii) loss; (iii) alteration; (iv) disclosure; or (v) access, including remote access.

(4) The Contractor shall protect the personal data from all other forms of unlawful processing and secure them against any unnecessary collection, transfer or processing beyond what is strictly necessary for the performance of the services.

(5) The Contractor shall not be authorised to process personal data of the Client and shall refrain from doing so accordingly, regardless of whether this is included in the description of the scope of services, unless the Contractor has previously signed a data processing contract (data protection agreement) in accordance with the Client's specifications.

(6) We have formulated the Client's obligations in dealing with personal data in our privacy statement, which can be viewed online at: <https://www.ubitricity.com/privacy-policy/>

Section 7 Choice of law and place of jurisdiction

(1) These GTCP and the contractual relationship between us and the Contractor shall be governed by the laws of the Federal Republic of Germany to the exclusion of international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

(2) If the Contractor is a merchant within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive - including international - place of jurisdiction for all disputes arising from the contractual relationship shall be Berlin. The same shall apply if the Contractor is an entrepreneur within the meaning of Section 14 BGB. However, we shall also be entitled in all cases to bring an action at the place of performance of the delivery obligation in accordance with these GTCP or a prior individual agreement or at the Contractor's general place of jurisdiction. Overriding statutory provisions, in particular on exclusive competences, shall remain unaffected.

B. Special section for goods

Section 1 Delivery period and delay in delivery

- (1) The dates of the deliveries or services specified in the order or any other agreement shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be 2 weeks from the conclusion of the contract. The Contractor is obliged to inform us in writing without delay if circumstances arise or become apparent to it which indicate that the agreed deadline - for whatever reason - cannot be met.
- (2) If the Contractor fails to perform or does not perform within the agreed delivery time or if performance is delayed, our rights - in particular to withdrawal and compensation for damages - shall be determined in accordance with the statutory provisions. The regulations in para. 3 remain unaffected.
- (3) If the Contractor fails to perform on time, we may - in addition to further statutory claims - demand lump-sum compensation for our default damages in the amount of 0.25% of the net price per calendar day, where this may not amount in total to more than 5% of the net price of the Goods delivered late. We reserve the right to prove that greater damage has been incurred. The Contractor reserves the right to prove that no damage at all or significantly less damage has been incurred.

Section 2 Performance, delivery, transfer of risk, default of acceptance

- (1) The Contractor shall bear the procurement risk for its services unless otherwise agreed in individual cases (e.g. limitation to stock).
- (2) Delivery shall be carriage-free within Germany to the location specified in the order. If the destination is not specified and nothing else has been agreed, the delivery shall be made to our place of business in Berlin. The destination in all cases shall also be the place of performance for the delivery and any subsequent performance (obligation to deliver).
- (3) The delivery shall be accompanied by a delivery note stating the date (of issue and dispatch), the content of the delivery (item number, designation and quantity) and, if available, our order identifier (order number and date, contract number). If the delivery note is missing or incomplete, we shall not be responsible for any delays in processing and payment resulting therefrom. A corresponding dispatch note with the same content must be sent to us under separate cover from the delivery note.
- (4) The risk of accidental loss and accidental deterioration of the item shall pass to us upon handover at the place of performance. Insofar as acceptance has been agreed, this shall be decisive for the transfer of risk. In all other respects, the statutory provisions of the law on contracts for work and services shall also apply mutatis mutandis in the event of acceptance. If we should be in default of acceptance, this shall be deemed equivalent to handover or acceptance.
- (5) The statutory provisions shall apply to the occurrence of our default in acceptance. However, the Contractor must also expressly offer us its performance if a specific or determinable calendar date has been agreed for an action or cooperation on our part (e.g. provision of materials). If we should be in default of acceptance, the Contractor may demand compensation for its additional expenses in accordance with the statutory provisions (Section 304 BGB). If the contract relates to a non-representable item to be manufactured by the Contractor (individual production), the Contractor shall be entitled to further rights only if we have undertaken to cooperate and are responsible for the failure to cooperate.

Section 3 Retention of title

- (1) Any processing, mixing or combination (further processing) by the Contractor of provided objects shall be carried out for us. The same shall apply in the event of further processing by us of the delivered Goods, so that we shall be deemed to be the manufacturer and acquire ownership of the product at the latest upon further processing, in accordance with the statutory provisions.
- (2) The transfer of ownership to us of the Goods shall be unconditional and without regard to the payment of the price. If, however, in an individual case, we accept an offer of the Contractor for a transfer of ownership which is conditional on payment of the purchase price, the Contractor's retention of title shall expire at the latest upon payment of the purchase price for the Goods delivered. We shall remain authorised to resell the Goods in the ordinary course of business with advance assignment of the claim arising therefrom even before payment of

the purchase price (alternatively, the simple reservation of title extended to the resale shall apply). This shall exclude all other forms of retention of title, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to cover further processing.

Section 4 Prices and terms of payment

(1) The price stated in the order or other individual agreement shall be binding. All prices shall include statutory value added tax, if this is not shown separately.

(2) Unless otherwise agreed in the individual case, the price shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

(3) The agreed price shall be due for payment within 30 calendar days of complete delivery and performance (and any agreed acceptance) and of receipt of a proper invoice. Invoices may not refer to more than one order and must contain at least the following information, if available:

- Order number (purchase order number),
- Item (number, designation, quantity),
- Unit price per item/service,
- Total price and
- Contract number.

If we make payment within 14 calendar days, the Contractor shall grant us a 3% discount on the invoice amount. Deviating payment targets or discount amounts must be agreed in writing between the Client and the Contractor.

In the case of bank transfer, payment shall be deemed to have been made on time if our transfer order is received by our bank before the expiry of the payment deadline; we shall not be responsible for any delays caused by the banks involved in the payment process.

(4) The payment of an undisputed amount shall not constitute a waiver of further rights of the Client (e.g. rectification of defects etc.).

(5) We shall owe no maturity interest. The statutory provisions shall apply to defaults in payment.

Section 5 Defective delivery

(1) The statutory provisions shall apply to our rights in the event of material defects and defects of title of the goods (including incorrect and short delivery as well as improper assembly, and defective assembly, operating or user instructions) and in the event of other breaches of duty by the Contractor, unless otherwise stipulated below.

(2) In accordance with the statutory provisions, the Contractor shall be liable in particular for ensuring that the Goods have the agreed quality when the risk passes to us. In all cases, those product descriptions which - in particular by virtue of identification by name or reference in our order - are the subject matter of the contract in question or have been included in the contract in the same way as these GTCP shall be deemed to be an agreement on the quality. Whether the product description originates from us, the Contractor or the manufacturer, shall be irrelevant.

(3) Notwithstanding Section 442 (1) (2) BGB, we shall also be entitled to unlimited claims for defects if the defect remained unknown to us at the time of conclusion of the contract due to gross negligence.

(4) The statutory provisions (Sections 377, 381 of the German Commercial Code - HGB) shall apply to the commercial duty to inspect and give notice of defects, subject to the following proviso: Our obligation to inspect shall be limited to defects which become apparent during our incoming goods inspection, involving an external examination, including the delivery papers and in the course of our quality control in the sampling procedure (e.g. transport damage, wrong and short delivery) or which come to light during our quality control in the sampling procedure. Where acceptance has been agreed, there shall be no obligation to inspect. Moreover, it

shall depend on the extent to which an investigation is feasible in the ordinary course of business, taking into account the circumstances of the individual case.

Our obligation to give notice of defects discovered later shall remain unaffected. Notwithstanding our duty to examine, our complaint (notice of defect) shall be deemed to have been made without delay and in good time if it is sent within 10 working days of discovery or, in the case of obvious defects, of delivery.

If similar defects occur in more than 5% of the Goods of a total delivery quantity (serial defects), we shall be entitled to reject the total delivery quantity as defective and to assert the legally and contractually agreed defect claims for these.

(5) Subsequent performance shall also include the removal of the defective Goods and their re-installation, provided that the Goods have been installed in, or attached to, another item in accordance with their type and intended use; our statutory claim to reimbursement of the corresponding expenses shall remain unaffected. The expenses required for the purpose of inspection and subsequent performance shall be borne by the Contractor even if it turns out that there was no actual defect. Our liability for damages in the event of an unjustified request to remedy a defect shall remain unaffected; in this respect, however, we shall be liable only if we have recognised or been grossly negligent in not recognising that there was no defect.

(6) Without prejudice to our statutory rights and the provisions in para. 5, the following shall apply: If the Contractor does not fulfil its obligation of supplementary performance - at our discretion by remedying the defect (rectification) or by delivering an item free of defects (replacement) - within a reasonable period of time set by us, we may remedy the defect ourselves and demand compensation from the Contractor for the expenses required for this or a corresponding advance payment. If subsequent performance by the Contractor should fail or be unreasonable for us to accept (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage), no deadline need be set; we shall inform the Contractor of such circumstances without delay, if possible in advance.

(7) Otherwise, in the event of a material defect or defect of title, we shall be entitled to reduce the purchase price or to withdraw from the contract in accordance with the statutory provisions. In addition, we shall be entitled to compensation for damages and expenses in accordance with the statutory provisions.

Section 6 Supplier recourse

(1) Our legally determined recourse claims within a supply chain (supplier recourse pursuant to Sections 445a, 445b, 478 BGB) shall be available to us without restriction in addition to the claims for defects. In particular, we shall be entitled to demand from the Contractor exactly the type of subsequent performance (repair or replacement delivery) that we owe our customer in the individual case. Our statutory right of choice (Section 439 (1) BGB) shall not be restricted by this.

(2) Before we acknowledge or fulfil a claim for defects asserted by our customer (including for reimbursement of expenses pursuant to Sections 445a (1), 439 (2) and (3) BGB, we shall notify the Contractor and request a written statement, briefly stating the facts of the case. If a substantiated statement is not made within a reasonable period of time and no amicable solution is found, the claim for defects actually granted by us shall be deemed to be owed to our customer. In this case, the Contractor shall be obliged to offer proof to the contrary.

(3) Our claims arising from supplier recourse shall also apply if the defective Goods have been installed or further processed by us or one of our customers in a complete product without a substantial change having taken place as a result.

Section 7 Producer liability

(1) If the Contractor is responsible for product damage, it shall indemnify us against claims by third parties to the extent that the cause lies within its sphere of control and organisation and it is itself liable in relation to third parties.

(2) Within the scope of its indemnification obligation, the Contractor shall reimburse expenses pursuant to Sections 683, 670 BGB arising from, or in connection with, a third party claim, including recall actions carried out

by us. We shall inform the Contractor of the content and scope of recall measures - as far as possible and reasonable - and give it the opportunity to comment. Further legal claims shall remain unaffected.

(3) The Contractor shall take out and maintain product liability insurance with a lump sum coverage of at least EUR 10 million per personal injury/property damage claim.

Section 8 Compliance with legal and technical requirements

(1) The Contractor shall comply with all legal or technical requirements applicable to the Goods. This shall apply in particular to requirements for the safety, testing, labelling, certification, packaging, design and material restrictions of products in accordance with the respective applicable regulations, directives, resolutions and other legal acts of the European Union as well as the respective applicable national regulations. The supplier shall ensure that the Goods it supplies are in compliance with these requirements.

(2) The Contractor shall indemnify ubitricity against substantiated claims and fines asserted against the same by third parties or authorities due to the violation of the above provisions, unless the Contractor is not responsible for the violation. In this case, the Contractor shall also reimburse ubitricity for all expenses necessarily incurred by the same from, or in connection with, any claim by third parties, including legal fees for the pre-litigation defence. The indemnification shall also apply in the event that ubitricity concludes a settlement regarding the substantiated claims asserted by the third party or acknowledges them.

Section 9 Limitation period

(1) The mutual claims of the contracting parties shall become statute-barred in accordance with the statutory provisions, unless otherwise stipulated below.

(2) Notwithstanding Section 438 (1) (3) BGB, the general limitation period for claims for defects shall be 3 years from the transfer of risk. Where acceptance has been agreed, the limitation period shall commence upon acceptance. The 3-year limitation period shall also apply mutatis mutandis to claims arising from defects of title, where the statutory limitation period for claims in rem of third parties for surrender of goods (Section 438 (1) (1) BGB) shall remain unaffected; claims arising from defects of title shall furthermore not become time-barred in any case as long as the third party can still assert the right - in particular in the absence of limitation - against us.

(3) The limitation periods of the law on sales including the above extension shall apply - to the extent provided by law - to all contractual claims for defects. Where we are also entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (Sections 195, 199 BGB) shall apply thereto, unless the application of the limitation periods of the law on sales should stipulate a longer limitation period in individual cases.

Section 10 Warranty

(7) The Contractor shall successfully complete the Client's accreditation procedure before providing a performance.

(8) The warranty for the delivered Goods shall be 24 months after acceptance by the Client, in the case of buildings 60 months.

(9) The warranty period for work performances shall begin with the acceptance of the performance in question by the Client, or four weeks after the date of installation, insofar as the Client has not accepted the performance in question and the performance is automatically deemed to have been accepted, and shall be governed by the statutory provisions.

C. Special part for services

Section 1 Services, provision of services and deadlines

(1) The type and scope, target and duration of the services to be provided by the Contractor shall be defined in the order in question.

(2) The Contractor shall provide the commissioned services with the diligence of a prudent businessman and in compliance with the state of the art at the time of science and technology. The Contractor shall execute the order on its own responsibility. The Contractor shall comply with ubitricity's technical instructions where this is necessary for the proper performance of the contract. The Contractor shall provide all skills, labour, controls,

equipment, goods, materials, supplies, transportation and storage facilities required for the services. The Contractor shall be free to act for third parties as well.

(3) The Contractor shall ensure that the services are only provided by employees who have the necessary skills and experience to provide them. If an employee of the Contractor does not meet these requirements, we shall be entitled to demand that the Contractor immediately replace this employee.

(4) The dates and deadlines specified by us in the order shall be binding. The Contractor shall inform us immediately in writing if it is likely to be unable to meet agreed dates and deadlines - for whatever reason. The actual provision of the contractual service at the agreed place of performance on the agreed date shall be decisive for determining whether the service has been provided on time.

(5) Any expenses incurred due to non-compliance with the instructions given by the Client or due to defective and non-bindingly-agreed performances shall be borne by the Contractor.

Section 2 Changes to the scope of services

(1) ubitricity may change or expand the requirements for the services to be provided as specified in the order to the extent necessary to achieve the target. This shall particularly be the case if ubitricity's customers have changed or expanded the target specifications or if it becomes apparent after conclusion of the contract that the target can only be achieved by changing or expanding the services.

(2) The Contractor shall review change requests from ubitricity for their possible consequences within ten working days and notify ubitricity of the result in writing ("Notification of the labour and expense involved in making the change"). In particular, the effects on the technical execution, the costs and the schedule shall be shown. If ubitricity decides to implement the changes, the contracting parties shall amend the contract accordingly. The Contractor's remuneration shall be adjusted in accordance with the provisions provided for in the order for additional work or in the Contractor's notification of the labour and expense involved in making the change.

(3) The Contractor may refuse to execute the request for modification or extension if the execution is unreasonable for it. This shall be the case in particular if the request for change or extension is not feasible for the Contractor, taking into account its operational capacity.

(6) Where changes or extensions to the scope of services prove necessary during the performance of the services, the contractor shall notify ubitricity of this in writing without delay. ubitricity shall only be obliged to pay for additional services if it has agreed in writing to the change to the order.

Section 3 Remuneration

(1) The Contractor's remuneration shall be determined in the respective orders.

(2) The remuneration stipulated in the order shall cover the Contractor's activities in their entirety, including any expenses (e.g. fax and telephone charges, postage costs, printing and copying costs). Expenses and travel costs shall be reimbursed only by separate agreement.

(3) All amounts shall be net. If the Contractor is subject to VAT, the remuneration shall in each case be paid plus VAT.

(4) Payment of the remuneration shall be made in return for a proper invoice. The time of settlement shall be determined in the respective orders. The Contractor shall state any VAT incurred separately on the invoices. Properly issued invoices shall be due for payment within 30 days from the date of issue and receipt of the invoice.

(5) If invoicing on an hourly or daily rate basis has been agreed or if the fixed price stipulated in the order or any other individual agreement is based on a calculation on an hourly or daily rate basis, the Contractor shall prepare and submit to us periodically, at least monthly (unless otherwise agreed) and with each invoice, a detailed list enabling verification of the work actually performed, which shall in particular contain information on the specific activity performed, the employee and the time spent on each activity. Silence after receipt of a statement or invoice shall not be deemed to be approval.

(6) For long-term projects over several months, where invoicing on an hourly or daily rate basis has been agreed, interim invoices may be issued at the agreed intervals for the work actually commissioned and performed. The basis for this shall be the statements mentioned in para. 5, which are to be sent to us for examination before invoicing. The Contractor shall only issue the invoice after we have approved the statements of work in writing. As a rule, we shall approve the statements of work within eight working days.

(7) The Contractor shall be responsible for the proper taxation of its remuneration and for insurance and official permits.

Section 4 Rights to performance results

(1) ubitricity and the Contractor agree that ubitricity shall be entitled to all rights to the performance results provided by the Contractor and that ubitricity shall be exclusively entitled to exploit these performance results without restriction, even after the end of the contract. For this purpose, the Contractor hereby transfers or grants to ubitricity the rights listed in this Section 4.

(2) "Performance results" means the results of all activity achieved by the Contractor in the course of providing the performances. Performance results shall include, but not be limited to, inventions, instructions, data processing programs, written documentation (e.g. operating instructions), illustrations of a scientific or technical nature (e.g. planes, sketches, diagrams), other literary works and images, even if not protected by copyright, databases and drafts for these purposes.

(3) Where ownership of the performance results within the meaning of Section 903 BGB can be established, this shall automatically be established as belonging to ubitricity. Where such automatic establishment of ownership as belonging to ubitricity is not legally possible and ownership is initially conferred on the Contractor, the latter shall be obliged to transfer ownership of the performance results to ubitricity and to perform all acts and make all declarations required for said transfer of ownership.

(4) To the extent that the performance results are protected by transferable copyright-related rights or other transferable intellectual property rights, the Contractor hereby assigns to ubitricity the relevant right in its entirety. To the extent that the performance results are protected by copyrights or a transfer is not possible for legal reasons, the Contractor shall grant to ubitricity at the time of their creation an irrevocable, exclusive, worldwide right of use, unlimited in time and content, to the performance results for all types of use known at the time of the conclusion of the contract. ubitricity shall be entitled to use the performance results worldwide in any conceivable form and in all media and formats, in whole or in part, in unchanged or changed form (for the production of which the consent is also hereby expressly granted), in return for payment or free of charge, in particular to publish, reproduce, distribute (esp. to rent and lend), exhibit and publicly reproduce the performance results in compliance with the Contractor's or other authors' interests under copyright law, and to exploit them in any way that is protected by law, including changing the title of the performance results. Section 40a of the German Copyright Act (UrhG) remains unaffected.

(5) To the extent that the performance results are protected by copyrights and the contract is concluded in writing, the Contractor shall also grant to ubitricity an exclusive, worldwide right of use, unlimited in terms of time and content, of the performance results for the types of use unknown at the time of conclusion of the contract. Section 31a UrhG remains unaffected.

(6) Inventions and technical improvement suggestions made or developed by the Contractor in connection with its work for ubitricity ("Inventions") shall be the exclusive property of ubitricity.

The rights to the Inventions shall pass to ubitricity upon their creation without any further declaration by the Contractor or ubitricity being required. Where such automatic conferral of the rights on ubitricity is not legally possible and the rights are initially conferred on the Contractor, the latter shall be obliged to transfer the rights to the Inventions to ubitricity and to perform all acts and make all declarations required for said transfer of the rights.

The Contractor shall therefore be obliged to report any Invention to ubitricity in text form without delay and to make it clear that it is reporting an Invention in order to enable ubitricity to protect its rights.

ubitricity shall be entitled, but not obliged, to apply for formal property rights, such as patents, in its own name on the basis of the Inventions. The Contractor shall support ubitricity in such applications for property rights, in

particular by submitting the declarations required to obtain formal property rights and by providing the necessary information.

(7) The Contractor shall support ubitricity in measures to register, file, operate and maintain industrial property rights (e.g. trademarks, registered designs, designs, patents). In particular, the Contractor shall immediately provide ubitricity with all documentation and correspondence and take all necessary measures and make all necessary declarations. During and also after the term of the contract, the Contractor shall not use any of its performance results for commercial purposes or make them available to third parties for such purposes; nor shall it pursue any measures for the registration, filing, operation and maintenance of commercial exploitation rights in connection with the performance results from this contract.

(8) In the event that the Contractor, with the consent of ubitricity, calls on third parties for the provision of performances, the Contractor shall ensure that it acquires the rights to the performance results to the aforementioned extent. The Contractor shall provide ubitricity with evidence of the acquisition of the rights upon request.

(9) ubitricity shall be entitled to transfer or sublicense the industrial property rights and rights of use granted under this contract in respect of the results of performance, in whole or in part, for payment or free of charge, without the consent of the Contractor.

(10) The Contractor shall not be entitled to demand any additional compensation payments for the transfer of the industrial property rights, the granting of the right of use as well as the acts of cooperation pursuant to paras. 4 and 6. The remuneration designated in the order shall be deemed complete and sufficient. Sections 32a, 32c UrhG shall remain unaffected.

(11) The rights to the performance results transferred or granted pursuant to this Section 4 shall continue to be held by ubitricity beyond the term of the contract.

Section 5 Guarantee of rights, exemption

(1) The Contractor warrants that (a) it is unrestrictedly entitled to transfer or grant the rights specified in Section 4; (b) the performance results name all authors thereof in accordance with applicable law; and (c) the performance results and their use by ubitricity do not infringe any copyrights, ancillary copyrights, trademark rights, personal rights, patents or other rights of third parties or violate statutory provisions.

(2) The Contractor shall indemnify ubitricity against substantiated claims asserted by third parties against ubitricity due to the use of the performance results, unless the Contractor is not responsible for the infringement. In this case, the Contractor shall also reimburse ubitricity for all expenses necessarily incurred by the same from, or in connection with, any claim by third parties, including legal fees for the pre-litigation defence. The indemnification shall also apply in the event that ubitricity concludes a settlement regarding the substantiated claims asserted by the third party or acknowledges them.

Section 6 Settlement in the event of termination of contracts for work and services due to breach of contract

If we make use of a right of termination to which we are entitled due to a breach of contract by the Contractor, the performances provided up to that point shall only be settled at the contractually agreed prices to the extent that they can be used by us as intended. Settlement shall be on a contract basis. Any damage for which we are to be compensated shall be taken into account in the settlement.

Section 7 Contract data processing

Where the Contractor processes personal data on behalf of ubitricity, the contracting parties shall conclude a separate contract data processing agreement.

D. Special part for work and services performed

Section 1 Performance of work and services, duties of cooperation

(1) A description of the performance to be rendered by the Contractor shall be taken from the order.

(2) The Contractor may only invoke the absence of necessary documents to be supplied by ubitricity if it has not received these documents within a reasonable period, despite prior written request.

Section 2 Acceptance of the performance

(1) The Contractor's work performances shall require acceptance by us, unless their nature means that acceptance is excluded.

(2) Acceptance of the overall performance as well as of partial performances (partial acceptance) shall only be deemed to have been granted upon written declaration by us, as a rule through transmission of an acceptance protocol signed by us. Partial acceptance by ubitricity shall be contingent on agreement between the parties on partial acceptance in the order or another individual agreement and the express declaration by ubitricity of partial acceptance. Partial payments shall not include partial acceptance.

(3) Section 640 (2) BGB (Assumption of acceptance) shall not apply.

Section 3 Application of the regulations mutatis mutandis to services

The provisions of Part C. Sections 1 (2) to (4), 2 to 5 and 7 shall apply mutatis mutandis.

E. COMPLIANCE WITH BUSINESS PRINCIPLES, AND HSSE STANDARDS (Health, Safety, Security and Environment)

Section 1 Business Principles and Code of Conduct of Shell

As subsidiary of the Shell-Group the Client is bound to comply with the Business Principles and Code of Conduct of Shell and therefore also obligates the Contractor to comply with them.

(1) The contractor acknowledges that it has actual knowledge of: (i) the Shell General Business Principles, at www.shell.com/sgbp, and Shell's Supplier Principles, at www.shell.com/suppliers; (ii) Shell's Code of Conduct, at <http://www.shell.com/codeofconduct> ;; and (iii) Shell's Global Helpline, at <http://www.shell.com/globalhelpline>.

(2) The Contractor agrees Contractor Group will adhere to and notify of violations of the principles contained in the Shell General Business Principles and Shell Supplier Principles (or where Contractor has adopted equivalent principles, to those equivalent principles) in all its dealings with or on behalf of Client, in connection with this contract and related matters.

(3) If Contractor Group supplies staff that work on behalf of Client or represent Client, Contractor commits that the staff will behave in a manner that is consistent with the Shell Code of Conduct.

(4) The contractor will notify the client or the Shell Global Helpline without delay, if Contractor becomes aware of any behaviour of Client employees, Client, Shell, Contractor or Contractor group, that is not compliant with the Shell Business Principles or his own equivalent principles.

Section 2 Anti-Bribery and Corruption

(1) Contractor represents that, in connection with this contract and related matters: (i) it is knowledgeable about Anti-Corruption-Laws and will comply with those laws; (ii) Contractor Group has not made, offered, authorised, or accepted, and will not make, offer, authorise, or accept, any payment, gift, promise, or other advantage, whether directly or through any other person, to or for the use or benefit of any Government Official or any other person where that payment, gift, promise, or other advantage would: (A) comprise a facilitation payment; or (B) violate the relevant Anti-Corruption-Laws.

(2) Contractor will immediately notify Client if Contractor receives or becomes aware of any matter that is prohibited by the preceding paragraph.

(3) Contractor affirms that no person in Contractor group is a Government Official or other person who could assert illegal influence on behalf of Client or its affiliates. If a person in Contractor group becomes a

Government Official, Contractor will promptly notify Client and remove that individual from performance in connection with scope at Client's request.

(4) Contractor will maintain adequate internal controls and procedures to ensure compliance with Anti-Corruption-Laws, including the ability to demonstrate compliance through adequate and accurate recording of transactions in its books and records.

(5) Client will have the right to confirm compliance with Anti-Corruption-Laws and record keeping by audit. Contractor will keep books and records available for audit while the contract is in effect and thereafter for five years following termination of the contract.

(6) Contractor will indemnify Client Group for any liabilities arising out of Contractor groups breach of Anti-Corruption-Laws or any related undertakings under this Article.

Section 3 Health, Safety, Security and Environment

(1) In performing scope at client group worksites, or other location if specified in the HSSE standards, Contractor will, and will ensure that contractor group will, at all times: (i) pursue Shell's HSSE principle of Goal Zero; (ii) comply with Shell's "Life Saving Rules", at <http://www.shell.com/lifesavingrules>; and (iii) comply with other applicable HSSE standards.

Section 4 Compliance with REACH Regulations

(1) In all cases where applicable due to scope performed, Contractor agrees to comply with Regulation (EC) No. 1907/2006 ("REACH"), and Contractor warrants that: (i) any substances, within the meaning of the REACH regulation, in scope have been validly pre-registered or immediately registered (as applicable) in accordance with REACH (and Contractor will confirm and provide evidence of compliance in writing to Client prior to dispatch of those items); (ii) where substances in scope have been pre-registered, Contractor will take all necessary steps to ensure that those substances are validly registered in accordance with REACH according to the deadlines set out in REACH); (iii) any registration will cover Clients's uses and applications of the substances (or those of Clients's customers) where they have been notified to Client (or to Contractors's "only representative" if appointed and notified to Client) no later than three months before the relevant registration deadline; and (iv) any registration will be kept up-to-date (including any relevant amendment to uses).

(2) Contractors will immediately notify Client in writing if any substance in the goods may or has become subject to an authorisation or restriction under REACH or where any circumstance has arisen that would call into question whether any substance in scope is adequately registered.

(3) Contractor will provide Client with a copy of current safety data sheets for goods in the format and containing the information required by REACH. Contractor will send a copy of the safety data sheet in the language and to the address or contact as advised by Client.