

- hereinafter referred to as "Contractor" -

Date: July 2021

## Section 1 - General

The Contractor is TechProtect GmbH, Max-Eyth-Strasse 35, 71088 Holzgerlingen, telephone (+) 49 (0) 7031 – 7632-0, fax -100, a company entered in the Commercial Register at Amtsgericht Stuttgart, commercial register number HRB 245394.

The Contractor offers its customers services in the sectors related to sales marketing, take-back programmes, logistics and consulting in the fields of environmental and product compliance as well as copyright levies.

## Section 2 - Scope

These General Standard Terms and Conditions apply to all agreements between the Contractor and its customers or business partners.

## Section 3 - Subject Matter, Project Agreements

3.1 The subject of the contract is the performance of the agreed services - not a particular economic result. The Contractor provides the services in accordance with the individual project agreement concluded between it and the customer.

3.2 An essential element of project agreements between the Contractor and its customers is the description of the project and the services to be provided and the statement of prices.

## Section 4 - Performance of the Agreement

The employees deployed by the Contractor shall be selected in accordance with the professional requirements profile described by the Client. The Contractor reserves the right to replace employees at any time if necessary.

## Section 5 - Subcontractors

The Contractor may use subcontractors to provide the services but shall always remain liable to the customer directly.

## Section 6 - Customer's Duties to Cooperate

6.1 The customer undertakes to procure and/or make available to the Contractor the data and/or information agreed in the individual project agreement within the periods of time agreed in the project agreement.

6.2 The contracting parties shall each name a project manager as a permanent contact who will be responsible for all project activities, establishes contact and takes or initiates all decisions which are necessary and appropriate for the prompt provision of the services.

6.3 Any cooperation on the part of the customer which is agreed or necessary shall be provided at the customer's expense.

## Section 7 - Delivery Dates and Deadlines

7.1 Delivery dates or deadlines may be agreed to be binding or non-binding.

7.2 Where the customer's cooperation is required for a service to be provided by the Contractor or agreed in an individual project agreement and the customer fails to provide the cooperation or fails to provide cooperation within the time limit agreed, the Contractor's deadlines shall be extended by a period of time equal to the time during, which the customer fails to discharge its duty to cooperate.

7.3 Any delay of service provision as a consequence of changes to the customer's requirements shall not result in default on the part of the Contractor. Delivery dates or deadlines shall be extended by a period of time appropriate to the change. Where a project agreement is altered or supplemented at the customer's request to a not insignificant extent, the delivery dates or deadlines of the original subject matter of the agreement shall no longer be valid.

7.4 If the Contractor cannot keep an agreed deadline, the customer shall grant a reasonable period of grace, starting from the day the customer's written notice of default is received or, in the case of dates and/or deadlines which are determined to be a certain calendar day, upon their expiry. If the Contractor fails to make delivery within the period of grace fixed, the customer may rescind the agreement. In the case of any disturbance of the Contractor's business operations for which it is not responsible and in any case of force majeure, which is due to an unforeseeable and unavoidable event for which the Contractor is not responsible, the delivery dates and/or deadlines shall be extended appropriately.

In such a case, the customer shall be entitled to rescission only if it requests the service upon expiry of the agreed date and/or deadline by sending a written reminder and the service is then not provided within a reasonable period of grace to be fixed after receipt of the reminder by the Contractor. Where a date and/or deadline is determined to be a certain calendar day, the period of grace to be fixed shall start upon expiry of the deadline.

## Section 8 - Remuneration

8.1 All contractually agreed prices are net prices. Where provided by law, the statutory value-added tax (VAT) valid at the time of service provision shall be added to the net prices. The Contractor shall state the VAT separately on the invoice.

8.2 The contractor shall be entitled to demand reasonable advance payments. Payments shall be due and payable within 14 days from date of invoice. Discounts are not granted.

8.3 In the case of a service which is provided outside of the Contractor's premises at the customer's request, the Contractor may claim travel expenses. This shall be done in accordance with the current travel expenses guideline.

## Section 9 - Liability and Damages

9.1 TechProtect GmbH has taken out a business liability insurance. The policy covers the entire geographic Europe.

9.2 The Contractor's liability under its contractual relationship with the customer for compensation for loss caused by negligence shall be limited to €1,000,000.00 (in words: one million euros) for injury to persons and damage to property and to €50,000.00 (in words: EURO fifty thousand euros) for pecuniary damage, each per damaging event. This

limitation of liability shall not apply in any case of loss caused by gross negligence or willful act and, moreover, not to liability for damage resulting from injury to life, body or health which is caused culpably.

9.3 To the extent this is permitted by law, the Contractor shall not be liable for indirect damage, consequential damage caused by a defect and lost profit, unless where the Contractor has committed a willful act or has assumed a warranty.

9.4 All in all, the Contractor shall be liable only for any damage the occurrence of which could reasonably have been expected under the known circumstances at the time the agreement was concluded. The Contractor shall not be liable as far as the customer, due to the Contractor's activities, takes any entrepreneurial decision which causes a loss.

## Section 10 - Limitation Period

Any claim towards the Contractor, its subsidiaries and otherwise associated companies, its employees and vicarious agents shall become statute-barred within one year of the date on which the statutory limitation period starts.

## Section 11 - Rights of Use and Exploitation

The customer receives a non-exclusive, non-transferable right to use the contractual services of the Contractor. The customer may use the results of the services provided by the Contractor under the agreement exclusively for its own internal purposes and must not pass them on third parties or publish them without the prior written consent of the Contractor. Any rights of use and exploitation beyond this shall remain with the Contractor. The Contractor is entitled to use the brand or the sign identical for the business description as well as evaluations of the Client for advertising purposes.

## Section 12 - Confidentiality

12.1 Each of the contracting parties undertakes to treat as confidential any confidential information and business secrets of the other party, which it learns of in the context of performing the agreement or in connection with the cooperation and not to use, exploit or disclose them to any third party without the prior written consent of the party affected during the term and after expiry of the agreement. The use of such information shall be restricted to use for the purpose of performing this agreement and the individual agreements concluded between the contracting parties.

12.2 The confidentiality obligation shall not apply to confidential information and business secrets which

- are already obvious at the time they are disclosed or become publicly known thereafter without this being caused by any nonobservance of the above provisions;
- are disclosed by either of the contracting parties expressly on a non-confidential basis;
- have already been lawfully in the possession of the other contracting party prior to disclosure; or
- are disclosed to either of the contracting parties subsequently by a third party without infringing an obligation of secrecy.

12.3 The contracting parties shall place their employees and vicarious agents under an analogous obligation.

12.4 The obligations described above shall remain in force for both contracting parties for a period of two (2) years after termination of the agreement.

12.5 Confidential documents shall remain the property of the contracting party, which provides them to the other contracting party. Each of the contracting parties undertakes to return to the other party forthwith on request upon termination of the agreement the documents received including any and all copies made.

## Section 13 - Data Protection

13.1 All customer data shall be stored and used exclusively for the purpose of handling service provision and consulting contracts. The customer expressly consents to the use and storage of data within this meaning.

The Contractor shall to a reasonable extent ensure, that the data will not be accessible to any unauthorized third party. No a third party is an affiliate of the Contractor.

13.2 Further information on the type, scope, location and purpose of the collection, processing and use of the required personal data by the Contractor can be found in the privacy policy.

13.3 If the customer engages the Contractor to collect, process or use any third party's personal data the customer shall be the controller of any such personal data and the Contractor acts as a contract data processor on behalf pursuant to § 28 DSGVO.

## Section 14 - Term and Termination of the Agreement

14.1 The agreement is concluded for the term agreed in the respective individual agreement. Where no term is agreed, the agreement shall be deemed to have been concluded for an indefinite time.

14.2 Agreements concluded for an indefinite time may be terminated at the end of a quarter by either of the contracting parties giving three months' notice. Extraordinary termination of an agreement concluded for an indefinite time shall be possible only for an important reason.

14.3 Fixed-term agreements may be terminated before expiry of the agreed term only for an important reason. An important reason is in particular if a party fails to discharge its essential contractual obligations even after expiry of a reasonable period of grace.

14.4 Any notice of termination shall be addressed in writing to the project manager or the company specified in the individual agreement.

14.5 In the event of termination for an important reason, the services provided until the termination date shall be paid for as agreed in the agreement.

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14.6 If the agreement is terminated prematurely, then in case a lump-sum remuneration has been agreed, the customer shall pay for the services provided by the Contractor until the termination date on a time and expenditure basis (hours). The amount to be paid shall not exceed the originally agreed lump-sum remuneration.

#### **Section 15 - Changes to the General Standard Terms and Conditions**

15.1 Any amendment and/or supplement to these General Standard Terms and Conditions shall only be valid if made in writing, unless based on an express and individual arrangement made in the agreement.

15.2 Any amendment and/or supplement to these General Standard Terms and Conditions shall refer to the relative provisions of these General Standard Terms and Conditions.

15.3 The Contractor reserves the right to amend and/or supplement these General Standard Terms and Conditions at any time observing a reasonable period of notice of not less than six weeks. Notice to the customer shall be given in writing or by e-mail.

If the customer does not object within six weeks after notification in accordance with §308 No. 5a BGB, the amended terms and conditions of business shall be deemed to have been accepted. The importance of the six-week period shall be pointed out to the customer separately in the change notification.

#### **Section 16 - Final Provisions**

16.1 The respective individual agreement and these General Standard Terms and Conditions contain all provisions regarding the subject matter, which have been agreed upon by the parties. Verbal collateral agreements do not exist.

16.2 The law of the Federal Republic of Germany shall be applied.

16.3 The place of jurisdiction for any dispute arising in connection with these General Standard Terms and Conditions and/or the respective individual agreement shall be Stuttgart, Germany.

16.4 Should any part of the respective individual agreement or these General Standard Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions.