

General Terms and Conditions of Purchase of the VNG Group

These General Terms and Conditions of Purchase (GTCP) form the basis for all orders placed by VNG AG and its Affiliated Companies (as defined in Sections 15 et seq. of the Stock Corporation Act (AktG)) (hereinafter referred to as the "Customer") with its suppliers (hereinafter referred to as the "Supplier"). The following terms and conditions shall apply exclusively. Deviating terms and conditions of the Supplier shall not be recognized by the Customer unless the Customer expressly agrees to them in writing. If the Customer accepts or approves the Supplier's performance without express objection, this does not imply that the Customer has agreed to the Supplier's conflicting terms and conditions."

In these GTCP, personal designations are used in the masculine, feminine or gender-neutral form. These forms include all genders (male, female, non-binary). The chosen form is only for ease of comprehension and does not imply any judgment.

1 Basis of Contract

- 1.1 Each order is based on the following terms and conditions as well as any additional terms and conditions expressly stated in the order.
- 1.2 Orders must be placed at least in text format ("*Textform*", i.e. by postal mail, e-mail or fax) unless another form is required by contract or law. The same applies to verbal or telephone agreements or amendments to the contract.
- 1.3 The Supplier shall check the order properly and shall point out all errors and irregularities to the Customer.
- 1.4 The Customer may demand changes to the goods and services ordered even after conclusion of the contract, insofar as this is feasible for the Supplier.
- 1.5 The following provisions shall become part of the contract. In the event of any conflict, the following order of precedence shall apply, whereby a conflict in the aforementioned sense does not exist if a subordinate document supplements or specifies a prevailing one:
 - a) the order and the documents attached to it, such as the description of services,
 - b) minutes of contract award negotiations signed by the Customer and the Supplier (if there are several minutes of negotiations, the more recent ones take precedence over the older ones),
 - c) these GTCP plus their Annexes,
 - d) the provisions and the information provided by the Supplier as part of the supplier registration (Prequalification) including the Supplier Code of Conduct of EnBW Energie Baden-Württemberg AG (EnBW AG),
 - e) in the case of construction services/construction contracts pursuant to Clause 1.6, the provisions of the German Construction Contract Procedures (VOB/B) in the version applicable at the time the

contract is concluded,

- f) all relevant technical regulations and standards in the current version, such as EU regulations, all national regulations, including published drafts, all relevant trade and fire protection regulations, the rules of the employers' liability insurance association, the manufacturer's instructions, insofar as they correspond to the generally recognized rules of technology and the other generally recognized rules of technology applicable to the respective order at the time of the transfer of risk.

In the event of inconsistencies between equal-ranking contractual documents or within a single document, the more specific provisions will take precedence over the general ones. If there are inconsistencies within equal-ranking components of the contract, the Customer will, in the exercise of its reasonable discretion, decide the order of precedence.

- 1.6 In the case of contracts for construction services/construction contracts (see Section 1 VOB, Part A/ Section 650a of the German Civil Code (BGB)), the following provisions of the German Construction Contract Procedures in the version applicable at the time of conclusion of the contract shall apply subordinately to the provisions of these GTCP and the Special Terms and Conditions of Contract of the Customer - insofar as these apply - and shall take precedence over the provisions of the German Civil Code:

- Part B - General Conditions of Contract for the Execution of Construction Work, DIN 1961, (VOB/B),
- Part C - General Technical Contract Conditions for Construction Work (VOB/C).

2 Secrecy and Confidentiality

- 2.1 Subject to statutory, judicial or official disclosure obligations, the Supplier undertakes to treat as confidential all technical, scientific, commercial or organizational information of the Customer or its Affiliated Companies which the Supplier obtains directly or indirectly in the course of the cooperation ("Confidential Information"), not to use it for any purpose other than the performance of the contract and not to exploit it commercially itself, nor to make it the subject of industrial property rights, nor to pass it on to third parties or make it accessible to third parties in any other way. This shall apply irrespective of the form in which this Confidential Information is communicated (in writing, verbally or in any other physical or non-physical form), on whatever medium, whether or not this information is designated or marked as "confidential" or "secret", and/or whether or not it meets the requirements of a trade secret under the German Trade Secrets Protection Act (GeschGehG).
- 2.2 The Supplier may only disclose Confidential Information of the Customer to its Affiliated Companies and vicarious agents to the extent and as long as this is absolutely

General Terms and Conditions of Purchase of the VNG Group

- necessary for the performance of the contract and such persons are/will be obliged to maintain confidentiality accordingly, which the Supplier shall ensure by means of suitable contractual agreements with them, unless they are subject to a professional duty of confidentiality by law. The Supplier shall confirm compliance with this obligation to the Customer in writing upon request.
- 2.3 The Supplier is prohibited from obtaining Confidential Information by means of reverse engineering. Reverse engineering means all actions, including observing, decompiling, disassembling, testing, examining, disassembling and, if necessary, reassembling and other investigations regarding the composition and/or manufacture, with the aim of obtaining Confidential Information of the Customer.
- 2.4 The Supplier undertakes to take at least the same measures with regard to the Confidential Information as it takes to protect its own confidential information, but in any case no less than reasonable measures to prevent the disclosure of Confidential Information and to protect the Customer's interest in its confidentiality and to maintain and use appropriate and up-to-date electronic security measures to protect the Confidential Information and to comply with applicable data protection regulations and current best practice with regard to data security and protection of information. The Supplier undertakes to the Customer that it will take all reasonable precautions to prevent third parties from gaining access to the Confidential Information. The Supplier undertakes to inform the Customer immediately in writing if it becomes aware that Confidential Information has been disclosed to unauthorized persons in any way or if there are circumstances that indicate a risk of this happening.
- 2.5 All information obtained from the Customer or its Affiliated Companies or vicarious agents or created within the scope of the contract, including the work results and all copies thereof, shall be returned to the Customer by the Supplier after the contract has been fully performed or, at the Customer's request, deleted and/or destroyed in a reasonable and appropriate manner in accordance with current best practice, as long as and insofar as there is no legal obligation to retain it or no such obligation exists due to an official or court order. In the event of deletion and/or destruction, it must be impossible to reconstruct the information. The complete return/deletion/destruction must be confirmed to the Customer in writing upon request.
- 2.6 This confidentiality obligation shall not apply to information that is lawfully in the public domain or otherwise lawfully obtained (including from third parties) or to independent developments of the Supplier outside the goods/services for the Customer. The Supplier shall be responsible for providing evidence of these requirements.
- 2.7 The Supplier shall treat the conclusion of the contract as Confidential Information. The Supplier shall only be permitted to refer to business connections with the Customer in advertising materials or press releases or to name the Customer as a reference with the Customer's prior written consent.
- 2.8 The aforementioned confidentiality obligation shall apply for a period of five (5) years after termination or expiry of the contract, unless the contracting parties agree otherwise in writing.
- ### 3 Data Protection and Data Security
- 3.1 The Supplier must comply with all data protection legislation as amended from time to time. If the Supplier processes personal data, the Supplier shall process such data exclusively for the purpose of providing the contractual services and shall ensure that its employees only have access to the personal data to the extent necessary for this purpose. The Supplier shall instruct all employees in accordance with relevant data protection provisions and shall oblige them to observe data secrecy.
- 3.2 In the event that the Supplier processes personal data on behalf of the Customer, a data processing agreement (DPA) shall be concluded with the Customer prior to the start of the processing of the personal data, a sample of which shall be provided by the Customer for this purpose. In the event that joint responsibility in respect of personal data exists between the contracting parties, the Supplier undertakes to conclude an agreement (Joint Controllership Agreement) with the Customer, a sample of which shall be provided by the Customer.
- 3.3 In the case of transfers of personal data to non-EU countries or international organizations, the Supplier must ensure compliance with the special provisions of Article 44 et seq. General Data Protection Regulation (GDPR) must be ensured.
- 3.4 The contractual services must be designed and configured in accordance with the principles of Privacy by Design and Privacy by Default. In particular, they must not allow any functions that enable the processing of personal data by the Supplier or by third parties, unless expressly agreed in the contract.
- 3.5 The contractual services must be designed and configured in such a way that the Customer can fully comply with its data protection obligations when using them.
- 3.6 Upon request, the Supplier shall provide the Customer with the contact details of the contact persons for data protection.
- 3.7 The Supplier shall provide the goods/services in such a way that they meet the requirements described in the Annex to these GTCP titled "Information Security Requirements for EnBW AG Contractors" (including security-relevant functionalities and compatibility with peripheral systems) at the time of performance.

General Terms and Conditions of Purchase of the VNG Group

The following provisions shall apply to VNG Gasspeicher GmbH (VGS) and Erdgasspeicher Peissen GmbH (EPG) in deviation from the above paragraph:

Insofar as the Supplier provides services during the execution of the contract that are related to the information and communication technology of the critical infrastructure at the storage locations of the Customer, it undertakes to,

- for VGS orders, comply with the provisions of the VGS guideline "Information Security Instruction for External Parties" (available at <https://www.vng-gasspeicher.de/de/sicherheit>) or
- for EPG orders, adhere to the "Declaration of Commitment to Information Security for the Use of External IT Users" of EPG (see Annex)

Additionally, it is required to demonstrably oblige employees and third parties engaged to fulfil its obligations to comply with these regulations and to monitor compliance. The "Information Security Instruction for External Parties" issued by VGS or the "Declaration of Commitment to Information Security for the Use of External IT Users" issued by EPG must be signed and submitted to the Customer.

4 Content, Place and Time of Delivery/Service and Acceptance

- 4.1 The place of performance and fulfilment for all goods/services shall be the shipping address or place of use specified by the Customer (e.g. warehouse, construction site, storage facility, biogas plant).
- 4.2 Delivery and performance dates stated in the order are binding unless otherwise agreed between the contracting parties.
- 4.3 If the Supplier recognizes that an agreed deadline cannot be met, it must inform the Customer of this immediately in writing, stating the reasons and the expected duration of the delay. This will not prevent the occurrence of any default.
- 4.4 The absence of necessary documents to be supplied by the Customer shall only constitute a reason for which the Supplier is not responsible if the Supplier has sent a written reminder for the documents and has not received them within a reasonable period of time. The Supplier shall be obliged to minimize delays as far as possible by taking appropriate measures.
- 4.5 The acceptance of a delayed delivery/service does not constitute a waiver of any claims for damages for delay or for contractual penalties.
- 4.6 If the Supplier delivers earlier than agreed, the Customer reserves the right to return the goods at the Supplier's

expense. If the Customer waives the right to return the goods in agreement with the Supplier, the goods shall be stored at the Customer's premises at the Supplier's expense and risk until the delivery date. Payment shall only be made on the agreed due date.

- 4.7 The Customer shall only accept ordered quantities or numbers of items.
- 4.8 The Customer reserves the right to monitor and inspect the status and the performance of the service in accordance with the order as well as the materials used. The Supplier shall provide the Customer with all documents and information required for this purpose. This shall not affect the Customer's warranty rights and liability claims or any default on the part of the Supplier.
- 4.9 The Supplier shall act in its own name and for its own account as an independent Supplier. The Supplier shall not be entitled to represent the Customer unless the Customer grants it a written power of attorney for a project or other transaction in individual cases. The Supplier is therefore not authorized to conclude contracts for the Customer or otherwise obligate the Customer without a corresponding power of attorney. The Supplier shall perform its services under its own responsibility and with its own right to issue instructions to the personnel it has entrusted with the performance of the services. Services that are to be carried out on the Customer's business premises may only hinder operations and third parties to the extent that this is unavoidable. The instructions of the Customer's authorized representatives must be followed in this respect. This shall also apply to instructions issued by the Customer for safety-related reasons. Otherwise, the Supplier's rights to issue instructions may only be transferred to the Customer by express written agreement. The Supplier shall ensure that an authorized person is available at all times to receive instructions and make declarations.
- 4.10 The Supplier shall ensure that the employees it deploys have sufficient written and spoken knowledge of the national language at the place of performance. Otherwise, the Customer shall be entitled to refuse to accept deployment of the employees and the Supplier shall provide a replacement. If the Supplier does not fulfill this obligation, the Customer shall be entitled to compensation. If the use of subcontractors is contractually permitted, at least one supervisor from each subcontractor carrying out work must be present on site at all times with fully proficient knowledge of the national language of the place of performance orally and in writing.
- 4.11 The Supplier shall provide the Customer with all documents necessary for the intended use of its goods/services (including spare parts), such as drawings, plans, operating manuals, operational documentation, calculations, etc., always in digital form on standard formats such as DXF and PDF.
- 4.12 If work charged on an hourly basis has been contractually

General Terms and Conditions of Purchase of the VNG Group

agreed, the Supplier shall keep timesheets and have these confirmed by the Customer.

- 4.13 Works require formal acceptance (*Abnahme*) from the Customer, including an acceptance report. The Supplier shall notify the Customer in writing of the completion of the work and apply for acceptance. Partial acceptances are excluded unless the Customer expressly requests them in writing or text form. Implied acceptance or acceptance by conclusive behavior is excluded; in particular, the putting into use of the service, the commercial use or exploitation of the service provided and the putting into operation of the work or the occupation of the structure shall not constitute acceptance.

5 Occupational Safety

The Supplier shall comply with the regulations on occupational health and safety, traffic safety and accident prevention as well as the provisions of the "Additional Occupational Health and Safety Conditions of Supply" (Annex).

The following provisions shall apply to VNG Gasspeicher GmbH (VGS) and Erdgasspeicher Peissen GmbH (EPG) in deviation from the above paragraph:

For services performed at the storage locations and construction sites of the Customer, the Supplier must comply with the provisions outlined in the "Safety Requirements for Contractors" (dated 10/2015) (available at <https://www.vng-gasspeicher.de/sicherheit> or at <https://www.ugs-katharina.de/de/veroeffentlichungen/publikationen>). The Supplier is also required to impose the obligations contained therein on its employees and third parties engaged to fulfil its obligations and to provide verifiable training to ensure compliance with these safety instructions. The declaration of compliance with the "Safety Requirements for Contractors" must be signed and submitted to the Customer.

6 Minimum Wage

The Supplier undertakes to pay the applicable minimum wage in accordance with the relevant laws at all times and on time. The "Additional contractual conditions for implementing the requirements of the general minimum wage legislation" (Annex) shall become an integral part of the contract and are mandatory.

7 Contractual Penalty

- 7.1 If the Supplier is in default with the respective delivery or performance deadlines, it shall pay a contractual penalty of zero point two (0.2) % of the net invoice amount of the respective scope of delivery and performance for each working day of unexcused failure to meet the deadline.
- 7.2 The contractual penalty shall be limited to a total of five (5) % of the total net invoice amount.

- 7.3 If the contracting parties subsequently agree other binding contractual deadlines instead of the contractual deadlines subject to contractual penalties or if the performance or delivery deadlines are otherwise extended or postponed in accordance with the contract, the above contractual penalty provision shall also apply if these newly agreed deadlines are not met and such failure to meet the deadlines is unexcused, whereby any claims for contractual penalties that have already arisen shall remain in force.

The Customer may impose a contractual penalty up until the due date of the final payment, even if it did not expressly reserve this right upon acceptance or receipt of the service.

- 7.4 The Customer may, in accordance with contractual provisions and applicable law, claim indemnification from the Supplier for any damage in excess of the contractual penalty. The contractual penalty imposed shall be offset against the claim for damages.

8 Prices, Invoicing and Payment

- 8.1 Upon conclusion of the contract, the Supplier confirms that it has informed itself of all circumstances and factors influencing pricing. The agreed prices are fixed prices and shall apply until the contract has been fulfilled completely. Where a lump-sum price is agreed, it covers all contractual services.
- 8.2 Where additions (addenda) to the contract are necessary, unit prices must be agreed upon in writing under the conditions of the main contract. The Supplier must provide a breakdown of how the prices for the additions were calculated and show proper compliance with the basis used for the original pricing.
- 8.3 Any additional expenses that were not foreseen when the order was placed must be reported to the Customer immediately and defined in the form of an offer in text format in the supplier portal. Additional expenses may only be incurred if the offer has been approved by the Customer in text format. Additional expenses that have not been approved shall not be reimbursed by the Customer.
- 8.4 Invoices must be submitted electronically as a single copy (if the Supplier is registered with the Customer for electronic billing) or in paper form, stating the order number in each case.
- 8.5 Invoices must comply with applicable tax law requirements, in particular those of Section 14 (4) of the Value Added Tax Act (UStG). Furthermore, invoices must be issued to the invoice address stated in the order and allow verification on the basis of the prices stated in the contract. The receipts and documents required to prove the type and scope of the goods/services provided must be attached to the invoices.

General Terms and Conditions of Purchase of the VNG Group

- 8.6 Invoices that have not been properly submitted shall not be deemed to have been received by the Customer until they have been corrected.
- 8.7 Unless otherwise agreed in the order, payments shall be made within fourteen (14) days with a three (3) % discount or within thirty (30) days net. The date of the payment instruction shall be decisive for compliance with the discount period. The payment period shall commence on the date of receipt of the invoice, but not before receipt of the defect-free goods, acceptance of the service and, in the case of a contractually agreed delivery of documentation, upon its handover.
- 8.8 Advance payments or partial invoices must always be agreed upon conclusion of the contract. The discount amount agreed for this will be deducted in full when the final invoice is paid.
- 8.9 If requested by the Customer, work charged on an hourly basis shall only be remunerated according to timesheets confirmed by the Customer at the rates agreed by the Customer.

9 Securities

- 9.1 Upon request of the Customer, the Supplier shall provide unconditional, indefinite, directly enforceable bonds for advance payments (*Vorauszahlungsbürgschaft*), down payments (*Anzahlungsbürgschaft*), performance (*Vertragserfüllungsbürgschaft*) and warranty (*Gewährleistungsbürgschaft*) at its own expense from a bank or credit insurer accepted by the Customer, waiving the defenses of unexhausted remedies, contestability and offsetting against claims that have not been legally established or disputed. If a performance bond has been provided, the warranty bond shall only be provided in exchange for the return of the performance bond. The respective bond shall be issued in accordance with the Customer's template and must provide that disputes arising from the bond are to be conducted at the Customer's registered office. As long as the Supplier does not provide the bonds, the Customer shall be entitled to withhold payments due.
- 9.2 Unless otherwise agreed, the amount
- of the respective advance payment bond corresponds to the gross advance payment amount.
 - of the respective down payment bond corresponds to the gross advance payment amount.
 - of the respective performance bond is five (5) % of the net order amount.
 - of the respective warranty bond is five (5) % of the net invoice amount.

The advance payment bond or down payment bond shall be returned or released at the request of the Supplier as soon as the economic value of the Supplier's services

received by the Customer has reached or exceeded the maximum amount of the advance payment bond or down payment bond. Only those services received that are free of third-party rights and can be utilized economically by the Customer shall be decisive.

The performance bond shall be returned after acceptance and elimination of all defects from the acceptance protocol in exchange for the provision of a warranty bond.

The warranty bond shall be returned or released at the earliest after expiry of the limitation periods for claims for defects at the request of the Supplier, provided that all claims for defects asserted by the Customer have been completely fulfilled at this time.

- 9.3 Unless otherwise agreed, the Customer recognizes credit institutions or credit insurers as suitable that have a minimum rating of Baa1 (Moody's) or BBB+ (Standard & Poors, Fitch) over the term of the bond certificate. In the event of a split rating, the lower rating is decisive. In the event that the rating of a guaranteeing credit institution or credit insurer falls below the minimum rating, a new bond from another credit institution or credit insurer with the minimum rating must be provided within five (5) business days, concurrently with the return of the original bond, otherwise the Customer may withhold payments due under the contractual relationship until receipt of the new bond or terminate the contract without notice.

10 Compliance

- 10.1 The Supplier undertakes to comply with all laws, regulations and provisions applicable to it and the business relationship with the Customer, as well as the declarations made by the Supplier as part of the supplier registration (Prequalification), including the Supplier Code of Conduct of EnBW AG. In addition, the Supplier undertakes to avoid anything that could damage the reputation of the Customer or jeopardize the security of supply.
- 10.2 The Supplier acknowledges that the Customer is entitled to all rights to which EnBW AG is entitled under the Supplier Code of Conduct of EnBW AG, including but not limited to the rights under Clause 6 of the Supplier Code of Conduct of EnBW AG. The Supplier undertakes to transfer all necessary rights and powers set out in the Supplier Code of Conduct of EnBW AG to the Customer and to ensure that the Customer can exercise the same rights as EnBW AG with regard to compliance with the provisions of the Supplier Code of Conduct. The Customer is entitled to exercise all rights under the Supplier Code of Conduct in the same manner as EnBW AG, including, but not limited to requesting self-disclosures, conducting audits, complaining about violations and imposing penalties in the event of non-compliance with the provisions of the Supplier Code of Conduct of EnBW AG. The Supplier shall ensure that the Customer has unrestricted access to all relevant information and documentation required to verify compliance with the Supplier Code of Conduct.

General Terms and Conditions of Purchase of the VNG Group

- 10.3 The Supplier shall not use any unlawful practices and shall not use any such practices in the future in order to obtain orders from the Customer in return. Unlawful practices include, in particular, the payment of financial benefits or other gifts to bodies or employees of the Customer or their family members as well as to other customers, public officials or third parties in violation of applicable law. This also includes economically damaging acts such as fraud, embezzlement and anti-competitive actions. The Supplier represents and warrants to the Customer that it has taken and will continue to take effective measures and to establish appropriate procedures to prevent the use of such unlawful practices by the Supplier, its officers, directors, employees or other persons acting for or on behalf of the Supplier in connection with the performance of its contractual obligations.
- 10.4 The Supplier acknowledges that compliance with these aforementioned confirmations and obligations constitutes an essential part of the contract. Consequently, the Supplier shall notify the Customer immediately in text format of any breach or imminent breach of these confirmations and obligations, provided that this does not conflict with trade and company secrets or the rights of third parties.
- 10.5 When submitting offers that are based on agreements restricting competition within the meaning of Section 298 of the German Criminal Code (StGB) or participation in unlawful restrictions of competition within the meaning of the Act against Restraints of Competition (GWB), in particular an agreement with third parties on the submission or non-submission of offers, on prices to be charged, on the payment of compensation for losses (profit sharing or other charges) or on the determination of price recommendations, the Supplier shall pay ten (10) % of the net invoice total for the resulting order to the Customer.
- The Customer reserves the right to demand compensation from the Supplier for damages exceeding this contractual penalty in accordance with the contractual provisions and the applicable legal regulations. The contractual penalty imposed shall be offset against the claim for damages. The Supplier shall retain the right to prove that no damage at all or significantly less damage has been incurred. The obligation to pay the contractual penalty shall also apply if the contract is terminated or has already been fulfilled.
- 10.6 Clause 10.5 shall apply accordingly in the event that, in connection with the planning, awarding and execution of a contract, demonstrably unlawful benefits (Sections 299, 333, 334 of the German Criminal Code) have been granted to employees or agents of the Customer or to third parties.
- 10.7 In the event of a material breach of the aforementioned confirmations and obligations, the Customer shall be entitled to terminate the contract for good cause. The Supplier shall compensate the Customer for all damage caused by the termination.
- 10.8 In fulfilling its obligations under the contract, the Supplier shall comply with all foreign trade regulations applicable to it and to the contractual relationship, including those of the European Union. Foreign trade regulations include, but are not limited to regulations on the import, export or re-export of goods or related services (hereinafter referred to as "Export Control Regulations") and on economic, trade or financial sanctions or embargoes (hereinafter referred to as "Sanctions").
- 10.9 The Supplier represents and warrants that no Sanctions of the European Union, the United States of America or Canada have been imposed on the Supplier or any Group Company of the Supplier, or any person, organization or entity (POE) that owns or controls the Supplier or any Group Company of the Supplier, or any legal representative of the Supplier, and that neither the Supplier, nor any Group Company of the Supplier nor any legal representative of the Supplier is located in or has its registered office in a country against which Sanctions have been imposed by the European Union, the United States of America or Canada or against its government.
- 10.10 The Supplier shall not take any actions that lead to a violation of applicable Export Control Regulations or Sanctions by the Customer. In addition, the Supplier warrants that it will not include any POEs listed in the Sanctions lists of the European Union or the United States of America, as direct suppliers in its supply chain and that no funds paid by the Customer will be used to pay such POEs, unless this is contrary to Section 7 of the German Foreign Trade and Payments Ordinance (*Außenwirtschaftsverordnung*), Regulation (EC) No. 2271/96 or a comparable EU regulation.
- 10.11 The Supplier represents and warrants that it has taken and will continue to take effective measures and establish appropriate procedures, including those to avoid circumvention of Sanctions, to comply with the obligations and assurances set out in Clauses 10.8 and 10.10.
- 10.12 The Supplier shall inform the Customer immediately in text format if it becomes aware of any events or circumstances that lead to a breach of applicable Sanctions or Export Control Regulations by the Supplier or the Customer in connection with this contract.
- 10.13 At the request of the other contracting party, each contracting party shall provide the other contracting party with all relevant information required to verify compliance with foreign trade regulations applicable to the respective contracting party or the contractual relationship prior to the provision of the services owed or requested by authorities, provided that this does not conflict with any trade and company secrets or third-party rights.
- 10.14 If a contracting party is prohibited from concluding a contract or providing services due to foreign trade regulations applicable to the contractual relationship, this contracting party shall have the right to suspend the contractual relationship with immediate effect until this obstacle

General Terms and Conditions of Purchase of the VNG Group

has been removed. The suspension and resumption of the contractual relationship shall be effected by declaration to the other contracting party in text format. The right to terminate the contract remains unaffected.

10.15 Clauses 10.4 and 10.7 apply accordingly.

10.16 Other contractual or statutory claims of the Customer shall remain unaffected.

11 Rights in the Case of Defects

The Customer's claims in the event of defects shall be governed by statutory provisions. This shall also apply to parts that the Supplier procures from third parties. The duration of the warranty period shall be determined in accordance with the statutory limitation period for claims for defects. An incoming goods inspection shall only be carried out by the Customer with regard to externally recognizable damage and externally recognizable deviations in identity and quantity. Such defects shall be reported by the Customer without delay. The Customer reserves the right to carry out a more extensive incoming goods inspection. Furthermore, the Customer shall give notice of defects as soon as they are discovered in the ordinary course of business. To this extent, the Supplier waives its right to plead as a defense that the Customer failed to give timely notice of defects.

12 Liability

12.1 The Supplier shall be liable according to the statutory provisions for breaches of duty as well as for property damage, personal injury and financial loss caused to the Customer in the course of the execution of the contract.

12.2 The Supplier shall indemnify the Customer against claims for damages asserted by third parties against the Customer for damage caused to them by the Supplier in connection with the performance of the contract.

12.3 To cover the liability risks under this contract, the Supplier shall take out sufficient liability insurance for personal injury, property damage and financial loss and provide evidence of this at the request of the Customer.

12.4 The Supplier shall be responsible for protecting its property at the place of delivery/performance against theft, fire and other damage by taking out insurance until the transfer of risk.

13 Intellectual Property Rights (IP Rights)

13.1 Customer Documents

Models, samples, drawings, data, materials and other documents which the Customer makes available to the Supplier for the purpose of fulfilling the contract or which the Supplier collects or otherwise obtains in the course of fulfilling the contract shall remain the property of the Customer. The Supplier undertakes to refrain from any

use that does not serve the fulfillment of the contract with the Customer. The content of this agreement cannot be interpreted as granting or transferring any rights in favor of the Supplier by means of a license or in any other way with regard to any patent rights, copyrights, trade secrets or other intellectual property rights, and this agreement does not grant the Supplier any rights with regard to such, with the exception of the use required for the fulfillment of the contract.

References to copyrights, trademarks and/or other references to protection or confidentiality attached to or included in documents provided by the Customer may not be removed.

13.2 Work Results

Work results are all new results arising in the course of the performance of the contract, in particular know-how, patentable and non-patentable inventions, results protected by copyright, computer programs and documentation, photographs, reports and protocols, enhancements to existing inventions, technologies, concepts, procedures, methods as well as data and databases, documents, processes, algorithms, calculations, materials, drawings and diagrams, designs, software, source codes, prototypes and samples, also insofar as they were developed by subcontractors of the Supplier, including any interim results. The Supplier shall hand over and transfer the work results to the Customer on the agreed delivery date and in any agreed, otherwise appropriate form (physically and electronically in a standard market format).

a) Customized/Individually Developed Results

Insofar as the work results have been individually produced/developed/modified/designed for the Customer, the Supplier shall grant the Customer the exclusive, sublicenseable and transferable right of use and exploitation in all currently known and future known media and types of use, unlimited in terms of time, territory and content. This includes in particular, but is not limited to, the right of reproduction, distribution, exhibition, presentation, performance and utilization, the right to reproduce, distribute, exhibit, perform and demonstrate, the right of public reproduction and making available to the public, the broadcasting right, the right of reproduction by means of analog and/or digital image and/or sound carriers, the right of reproduction of analog and/or digital radio broadcasts, the online right and the right to edit and/or redesign. The Customer accepts the granting of rights. The Supplier undertakes to refrain from any use outside the provision of services for the Customer.

If the work results are also registrable results, the Customer alone shall be entitled to file applications for intellectual property rights at its own expense. The Supplier shall make unlimited use of these results in relation to its employees in due time and support the Customer in obtaining the intellectual property rights, in particular by

General Terms and Conditions of Purchase of the VNG Group

submitting the necessary declarations. If the Customer waives the right to file an application in writing, the Supplier shall be entitled to file an application for the intellectual property right at its own expense. The Customer shall then be entitled to a simple, transferable right of use to these intellectual property rights, unlimited in terms of time, territory and content, which may also be exercised by third parties. The Customer and the Supplier shall each bear the employee invention remuneration only for their employees.

b) In other Cases

Insofar as the work results are not individually produced/developed/modified/designed for the Customer, the Supplier shall grant the Customer the simple, temporally and geographically unrestricted, transferable and/or sublicensable right of use to the work results in all types of use specified in Clause 13.2 a), para. 1 for the agreed purposes or purposes provided for in the contract. The Customer accepts the granting of rights.

c) Old Property Rights

If existing industrial property rights, copyrights or unprotected knowledge of the Supplier are used or made available within the scope of the performance of the contract and if these are necessary for the utilization of the work result including the production of spare parts by the Customer, the Supplier shall grant the Customer a simple, transferable and/or sublicensable right of use to these for the aforementioned purposes in all types of use mentioned under Clause 13.2 a), para. 1. The Customer accepts the granting of rights.

13.3 Remuneration, Inalienable Rights, Third Parties

The granting/transfer of rights pursuant to Clause 13.2 is compensated with the agreed remuneration. The contracting parties have agreed this remuneration as informed market participants and consider it appropriate even in the light of uncertain market developments.

As a precautionary measure, the Supplier agrees to publication by the Customer and otherwise waives the exercise of the right of first publication (Section 12 of the Copyright Act (UrhG)), the right to be named as the author (Section 13 UrhG), the protection against distortion (Section 14 UrhG) and the right of access to copies of the work (§ 25 UrhG) insofar as this is legally permissible.

The Supplier shall impose corresponding obligations on its employees and, if applicable, other persons that it engages for the provision of services, as it has assumed here in relation to the Customer.

13.4 Infringement of Intellectual Property Rights

The Supplier warrants that the Supplier's delivery/service and its contractual use do not infringe any copyrights or

other rights of third parties. The Supplier shall obtain any necessary rights from third parties at its own expense.

The Supplier shall indemnify the Customer against all claims of third parties - including all necessary expenses in connection with such a claim - which such third parties assert against the Customer due to the infringement of copyrights or other property rights to the services provided by the Supplier, unless the Supplier is not responsible for the defect of title.

If the contractual use is impaired or prohibited by asserted infringements of rights, the Supplier shall be obliged either to modify or replace the contractual services in such a way that they no longer fall under the third party's intellectual property rights, but nevertheless comply with the contractual provisions, or to obtain the right to use them in accordance with the contract without restriction and without additional costs for the Customer. The above shall not apply if the assertion of rights by the third party is obviously unfounded.

The Customer's other statutory and contractual rights due to corresponding defects of title shall remain unaffected.

14 Rights to Data

14.1 "Data" within the meaning of this Clause 14 is any syntactic information, i.e. characters (e.g. numbers, letters or other symbols) or character patterns that are stored or otherwise documented electronically, magnetically or in any other way.

14.2 The Customer shall be entitled to use all data that arise in connection with the provision of the service by the Supplier, the use of the service by the Customer or otherwise during the performance of the contract ("Customer Data"). Subject to Clauses 14.5 and 14.6, the Customer's right of use is non-exclusive, worldwide, permanent and unlimited in terms of content. The Customer may demand that the Supplier surrender the Customer Data.

14.3 Clause 14.2 shall apply irrespective of (i) which types of data are concerned, (ii) whether the Customer Data is a work result within the meaning of Clause 13.2 or not, (iii) whether the Customer Data is protected by special protection rights (e.g. as a copyrighted work or as a database) or not and (iv) whether it is created or stored on systems of the Customer, the Supplier or third parties.

14.4 If the Supplier has a claim for the surrender of Customer Data against third parties involved in the performance of the contract ("Subcontractor"), it hereby assigns the claim to the Customer (who accepts the assignment); the Supplier shall provide the Customer with reasonable support in asserting the claim for surrender. The Supplier also undertakes to obligate the Subcontractor in such a way that the Customer has a direct claim for the surrender of Customer Data against the Subcontractor (*echtes Recht*

General Terms and Conditions of Purchase of the VNG Group

zugunsten Dritter) in accordance with this Clause 14. If the Supplier has already concluded a contract with a Subcontractor and the Subcontractor refuses to accept such a right in favor of the Customer, the Supplier shall inform the Customer and work towards the future acceptance of such a right with due diligence.

- 14.5 Mandatory statutory rights of third parties, in particular under the GDPR, the Federal Data Protection Act (BDSG) and other data protection laws, shall remain unaffected. Insofar as these rights prevent the transfer of Customer data to the Customer, the Customer shall be entitled to request the transfer of anonymized Customer data.
- 14.6 The Supplier shall be entitled to use the Customer's data if it requires them for the performance of the contract.
- 14.7 In the event of contradictions between this Clause 14 and Clause 13, Clause 13 shall take precedence insofar as intellectual property rights exist in the data.

15 Termination, Withdrawal, Interruption

- 15.1 The Customer may terminate the contract for good cause, especially if
- insolvency proceedings against the Supplier's assets are rejected for lack of assets;
 - the Supplier has not provided proof of liability insurance despite the expiry of a reasonable grace period;
 - the Supplier has not provided an agreed security even after the expiry of a reasonable grace period;
 - the Supplier seriously or repeatedly violates laws, regulations or directives governing the protection of employees from work-related health and safety hazards despite having received a warning;
 - the contractually owed delivery/service is not carried out or not continued even after the expiry of a reasonable grace period;
 - the requirements for prequalification subsequently cease to apply, for example because the requirements of the Supplier Code of Conduct of EnBW AG are breached.

The Customer's claims for defects or damages shall remain unaffected.

- 15.2 In the event of termination of the contract, the Supplier shall complete its supply of goods/services such that the Customer can take them over and arrange for continuation by third parties. The Supplier shall be obliged to invoice its goods/services in a verifiable manner without delay.
- 15.3 Instead of terminating the contract, the Customer can also withdraw from the contract.
- 15.4 The Customer is entitled to interrupt or extend the performance of the contract. If the Customer interrupts or

extends the execution of the contract, the Customer and the Supplier shall endeavor to keep the effects as low as possible and to make an appropriate arrangement regarding the costs and the necessary technical measures.

16 Choice of Law and Court of Jurisdiction, Contract Language

- 16.1 All contracts concluded between the Customer and the Supplier under these GTCP and their interpretation shall be governed by the substantive law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and German rules of private international law are excluded.
- 16.2 The exclusive place of jurisdiction for all disputes concerning rights and obligations arising from the contracts concluded between the Customer and the Supplier under these GTCP, including their validity, shall be Leipzig.
- 16.3 The language of the contract is German. If the contracting parties use another language, the German wording will prevail.

17 Transfer, Assignment and Use of Subcontractors

- 17.1 The contract may be transferred by the Customer with all rights and obligations to an Affiliated Company (Sections 15 et seq AktG) without the consent of the Supplier. This shall also apply to the assignment of individual rights and obligations arising from this contract. The Customer shall ensure that the Supplier is not disadvantaged by the transfer or assignment of rights and obligations under the contract to Affiliated Companies and that the Supplier is informed of this in writing in good time in advance.
- 17.2 The Supplier may not transfer the contract in whole or in part to third parties without the prior written consent of the Customer. This shall also apply to the assignment of individual rights and obligations arising from this contract.
- 17.3 Goods/services may only be provided by Subcontractors and persons who are not in an employment relationship with the Supplier if this has been notified to the Customer in writing in advance and the Customer has given its consent and the Customer's contact person responsible on site has been informed of this in good time before the start of work.
- 17.4 If the Supplier commissions Subcontractors, the Supplier must ensure that its Subcontractors comply with all legal and contractual conditions.

18 Severability Clause

- 18.1 Should any provision of this contract be or become invalid/void or unenforceable in whole or in part for reasons of Sections 305 to 310 of the German Civil Code (BGB) is or becomes invalid/void or unenforceable in whole or in

General Terms and Conditions of Purchase of the VNG Group

part, the statutory provisions shall apply.

- 18.2 Should any present or future provision of the contract be or become invalid/void or unenforceable in whole or in part for reasons other than the provisions relating to the law on general terms and conditions in accordance with Sections 305 to 310 of the German Civil Code, this shall not affect the validity of the remaining provisions of this contract, unless the performance of the contract - also taking into account the following provisions - would constitute an unreasonable hardship for one of the contracting parties. The same shall apply if a loophole requiring supplementation arises after conclusion of the contract.