

General Terms and Conditions for Works and Services

GLS Germany GmbH & Co. OHG und GLS IT Services GmbH, GLS Germany-Str. 1-7, 36286 Neuenstein, Germany

1. Scope and subject-matter

- 1.1. The following terms and conditions shall apply to all contracts for works and services (hereinafter referred to in their entirety as "Services") between General Logistics Systems Germany GmbH & Co. OHG or GLS IT Services GmbH (the contracting company hereinafter referred to as the "Client") and the Contractor, unless otherwise agreed in writing.
- 1.2. Within the meaning of these Terms and Conditions all works and services, including consulting, planning, organisation, development, elaboration and works and similar services related thereto shall constitute the 'Services'.
- 1.3. The subject-matter of the contract is shown by the contract made between the Client and the Contractor, which in the event of conflicts, deviations and cases of any doubt shall take precedence over these GTCs.
- 1.4. The place of performance, unless otherwise stipulated in the contracts, is 36286 Neuenstein. The recipient of the Services may also be a third party designated in writing, instead of the Client.
- 1.5. At such time as the goods and services are provided for the first time under the present General Terms and Conditions, the Contractor is deemed to acknowledge that they shall be solely applicable to any further contracts with the Client as well.

2. Formation of contract

- 2.1. A contract is only deemed to have been formed following written confirmation of the Contractor's offer by the Client, or following placement of an order by the Client and the receipt of a corresponding order confirmation, or provision of the goods and services by the Contractor.
- 2.2. Ancillary agreements and agreements departing herefrom shall only be legally valid if made in written form. Oral agreements shall only be effective following confirmation by the Client in written form.
- 2.3. Correspondence in commercial contract matters shall be conducted exclusively with the procurement department of the Client. To the extent that they are to constitute the making of contractual agreements, arrangements with other departments modifying the commercial points stipulated in the contract shall require express written confirmation by the Client's procurement department in the form of an addendum to the contract. Orders must be confirmed by the Contractor immediately, indicating the business reference of the Client. If the Contractor has not confirmed the order or begun performing the order within two weeks, the Client shall be entitled to rescind the order free-of-charge.
- 2.4. Terms and conditions departing herefrom or supplementing the present General Terms and Conditions shall not apply. General terms of the Contractor contained in its GTCs or in its confirmation of the order are hereby expressly objected to. Unconditional acceptance of confirmations of orders or of deliveries of goods shall not constitute acceptance of any such terms.

3. General duties of Contractor

- 3.1. Where the Contractor sees that the specifications of the Client (in particular any concept, other specified tasks or other specifications) are objectively incapable of execution, defective or unclear, it must promptly notify the Client thereof in written form, together with technical justifications for its view.
- 3.2. The Contractor shall perform its Services in accordance with the principles of due professional practice, through qualified and reliable staff members within the agreed time period. It hereby undertakes that the documentation prepared by it shall be complete and substantively correct.
- 3.3. The Contractor shall appropriately require compliance with the provisions of the contract, monitor this continuously, and promptly inform the Client in the event of infringements or anticipated infringements.
- 3.4. The Contractor shall ensure that the Services performed by it comport with the generally applicable standards in effect at the time of contracting, as well as with the current provisions of applicable law, guidelines and specialist norms of public authorities, professional associations and trade associations and

the IT standards applicable at the Client's organisation and forwarded by it.

- 3.5. The Contractor hereby undertakes that it shall perform the Services owed by it under the contract in a manner which is free of third-party rights, and in particular of any patent rights or copyright.
- 3.6. The Contractor may only exercise a right of set-off on the basis of undisputed claims or claims which have been adjudicated with *res judicata* effect and may only exercise a right of retention on the basis of such claims.
- 3.7. The Contractor's liability is not limited and shall be governed solely by the provisions of applicable law. The Contractor shall indemnify the Client and hold it harmless against all civil law claims and necessary legal costs asserted by third parties against the Client because of its culpable act or the culpable actions of its vicarious agents imputable to it.

4. Staff of the Contractor, sub-contractors

- 4.1. The Contractor's professional and disciplinary authority over the Contractor's staff shall lie with the Contractor. The foregoing shall apply even if the Services are carried out at the Client's premises due to the nature of the project.
- 4.2. Where an employee deployed by the Contractor to perform its contractual obligations is replaced by another, the cost thereof shall be borne by the Contractor.
- 4.3. In selecting its staff members, the Contractor shall take due account of the Client's interests.
- 4.4. To the extent the performance of the Services requires work by the Contractor's staff at the premises of the Client, the Contractor shall inform the Client in writing of the names of the employees and the period of time of their deployment.
- 4.5. The Contractor hereby undertakes that, upon request of the Client, it shall immediately recall employees working at the Client's premises and replace them by equally qualified employees where such employees disrupt the peace of the Client's business or put its security interests at risk.
- 4.6. The staff of the Contractor deployed to perform the contract shall, for the duration of their work at the Client's premises, receive visitor badges allowing them access to the Client's premises during the usual working hours. The Contractor shall ensure that these visitor badges are carefully stored by its staff and promptly returned to the Client following completion of the assignment. Any loss of such badges must be promptly reported to the Client.
- 4.7. The staff of the Contractor who are deployed for the performance of the contract shall – to the extent applicable – comply with the company rules and policies provided by the Client regarding generally applicable corporate rules, safety rules and IT security.
- 4.8. Neither these General Terms and Conditions nor the purchase orders issued shall be deemed to create employment contracts between the Client and the Contractor's staff.
- 4.9. The Contractor may only deploy sub-contractors with the Client's written consent. However, the Contractor's liability for the entirety of its Services shall remain unaffected.
- 4.10. With regard to safety rules, wherever jobs are performed at the Client's plant and business premises, the Contractor's staff shall comply with the instructions of the persons and staff members of the Client charged with monitoring and overseeing the safety rules and policies.

5. Minimum wage

- 5.1. The Contractor hereby warrants that the wage paid to its employees corresponds, in amount, at least to the statutory minimum wage and that it meets the obligations arising out of the Minimum Wage Act ([German acronym:] MiLoG).
- 5.2. The Contractor shall also impose, in writing, a duty on any sub-contractors engaged by it to comply with MiLoG.
- 5.3. The Contractor hereby warrants that it has not in the past been sanctioned by a public authority or a court for any violation of these or other legal obligations in the area of employee remuneration and in particular that it has not been excluded from eligibility for public contracting.
- 5.4. Upon request of the Client, the Contractor shall furnish evidence, by appropriate documentation, that it pays its employees the minimum wage.
- 5.5. Where the Client is subject to third-party claims on the basis of a violation of MiLoG by the Contractor or the Contractor's sub-contractors, the Contractor shall indemnify and hold the Client harmless against such claims.
- 5.6. Where the Contractor or one of its sub-contractors violates any of the provisions of MiLoG, the Client shall be entitled to terminate the contract without notice.

6 Cooperation by the Client

- 6.1 The Client shall support the Contractor in its performance of the Services it is obliged to provide under the contract to the extent reasonable.
- 6.2 The Client shall be responsible for providing to the Contractor upon request such documents and information available to it as are required for its performance of the Services.
- 6.3 To the extent that, due to the nature of the project, the Services are to be carried out at the Client's premises, it shall be incumbent on the Client to provide, free-of-charge, the necessary work stations, computer time and programs within normal working hours.
- 6.4 The Contractor shall inform the Client of the requisite scope of its participation in a timely manner. Delays and/or additional costs attributable to the fact that the Contractor has failed to inform the Client in a timely manner or in full regarding the scope of its duty of cooperation shall be charged to the Contractor.
- 6.5 The Contractor shall request the Client in writing and in detail to comply with its duty to cooperate wherever the Client fails to do so on its own initiative and the Contractor discerns that this constitutes an obstacle to its timely performance of the Services.

7 Rights of Use

- 7.1 The Client shall be solely entitled to the rights to the work product, interim work product and all other results of the Services, in particular exploitation rights.
- 7.2 Specifically, the Contractor hereby grants the Client on an unlimited basis in temporal and geographical scope, an exclusive irrevocable and transferable right to use, exploit and reproduce the work product and all other protectable services, for all purposes and known types of use, and in particular for commercial use.
- 7.3 The Contractor likewise grants the Client a right to adapt, modify and further develop the work product.
- 7.4 The Contractor shall not label the work product with any copyright designations within the meaning of sec. 13 of the German Copyright Act [German acronym: UrhG]. The Contractor hereby warrants to the Client that its employees or other deployed persons have waived their right to be named under their employment and/or service agreements, including *vis-à-vis* customers of the Contractor. The Contractor shall indemnify and hold the Client harmless upon first demand against all claims asserted by staff members or other persons deployed by the Contractor to perform its obligations under this contract against the Client, and in particular, any claims under secs. 32, 32a UrhG.
- 7.5 In exploiting the rights of use, the Client shall be authorised to grant and/or to sell, whether for a charge or gratuitously, non-exclusive or exclusive rights of use to the work product.
- 7.6 The Contractor is not permitted to duplicate, process, pass on, publish or otherwise utilise the work product, interim work product or any other results of its performance, whether in whole or in part.
- 7.7 The Contractor shall continue to be entitled to use the standard programs, program modules and proprietary knowledge used by it in creating the work product, interim work product and all other results of its performance of the contract, including for third-party orders.

8 Change orders

- 8.1 The Client may demand changes to the scope of Services to the extent of the Contractor's ability after conclusion of the contract, except where this is unreasonable to the Contractor.
- 8.2 The Contractor must examine the Client's change request and notify the Client within 5 working days as to whether the change request is unreasonable or not feasible for it. If the change request is reasonable and feasible, the Contractor shall at the same time indicate whether or not an extensive review is required.
- 8.3 If an extensive review of the change request is required, the Contractor shall at the same time submit a corresponding offer for the review, with an indication of compensation. The Client shall either accept or decline the review within 10 working days of receipt of the review offer.
- 8.4 If no extensive review of the change request is required, the Contractor shall submit an offer for implementation of the change, indicating the period of the Services, planned dates and the impacts on the compensation. The periods of the Services shall be extended by the number of working days on which work was interrupted as a result of the change requests/the review of the change request.
- 8.5 Bindingly agreed change orders shall be documented by an appropriate amendment to the contract.
- 8.6 Until such time as an agreement on the performance of a review under sec. 8.3 or on the change requested by the Client is reached, the Contractor shall continue to perform the Services in line with the parties' contract as in effect prior to the change request, unless the Client has requested an interruption pursuant to sec. 9.

9 Interruption of performance of Contract

- 9.1 In the event that the Contractor gives a notification under sec. 3.1 or the Client submits a change request under sec. 8.1, the Client may at any time request interruption of the performance of all of the Services, or of individual Services. Where the Client does not request such interruption and where the Contractor sees that continuation of the work on the basis of the existing requirements would yield results which would not be capable of use, it shall promptly notify the Client thereof in writing.
- 9.2 The agreed execution periods shall be modified in line with the scope of the portion of the Services delayed by the interruption, to a maximum by the number of working days lost due to the interruption to the performance of the contract.

10 Cooperation between the contracting parties

- 10.1 The Client and the Contractor shall each appoint one competent person and a substitute for such person who shall be available as a contact during the performance of the contract and who shall be authorised to make the necessary decisions or to obtain them without delay. A change of these persons is only possible for good cause; the other contracting party must be promptly notified of any change.
- 10.2 The Client is entitled at any time to demand the right to inspect the performance of the Services and to receive an explanation of the progress of the works.
- 10.3 Depending on the nature and scope of the project, the contracting parties shall meet at regular intervals to determine the progress of the project and to discuss any pending issues. The substance and results of such meetings must be recorded in minutes, to be signed by both contracting parties.
- 10.4 The Contractor shall, on an ongoing basis, back up any Services which are created by electronic means in increments corresponding to the progress of the project, using the program environment required for this purpose. The backup copies shall be stored off site and archived professionally.
- 10.5 Where, with regards to agreed interim or completion dates, the progress of the works is insufficient, where defects are found in the Services, or where disproportionate use is made of the Client's hardware relative to the progress of the works, the Contractor shall, upon request of the Client, have a duty to promptly remediate this situation without this entailing any additional cost to the Client.

11 Compensation

- 11.1 Unless otherwise agreed, the prices stated in the contract are fixed prices and include all costs and ancillary expenses associated with performance of the Services, in particular travel and accommodation costs, additional expenses for meals, labour and material costs. They are quoted exclusive of VAT.
- 11.2 Where a fixed price has been agreed, the Contractor shall provide a verifiable invoice in line with current tax rules following its due performance of the Services.
- 11.3 Where compensation on an hourly rate has been agreed, the Contractor's Services shall be billed by the precise hours spent and the invoices forwarded to the Client monthly in arrears.
- 11.4 Billable hours shall be evidenced by proof of work documentation signed by the Contractor and counter-signed by the Client's contact or the substitute of the Client's contact, as referenced in the contract. The proof of work must be attached to the invoice.
- 11.5 Where a cap has been set on agreed hourly compensation, the Contractor shall have a duty to fully render its Services even after such cap is reached.
- 11.6 Services rendered on a single day shall not be subject to compensation beginning from the 10th hour thereof.
- 11.7 No separate compensation shall be payable for the travel time of the Contractor's employees.
- 11.8 Where the Client terminates the contract for good cause due to the Contractor's breach, the Services provided by the Contractor shall only be compensated to the extent that the Client is able to use them as intended. Any loss or damages to be paid to the Client shall be taken into account when settling such payments.

12 Invoices

- 12.1 The Client shall only make payments on the basis of complete and verifiable invoices comporting with the current rules under tax law. All payments made by the Client must be shown in the final invoice.
- 12.2 Invoices shall be sent in a single copy, together with all related documents following completion of the deliveries or goods or services, to the location specified by the Client.
- 12.3 Payments shall be made following receipt of a verifiable invoice within 14 days (applying a 2% discount) or within 30 days net, and are made solely in EURO plus the legal rate of VAT in each case.
- 12.4 Payments by the Client do not imply any acknowledgement of the correctness of the invoice.

- 12.5 The Client may exercise a right of set-off against any claims the Contractor has against it on the basis of all of the claims by the Client or the German companies in which the Client holds a direct or indirect majority interest against the Contractor.
- 12.6 Claims of the Contractor under this contract may only be assigned to third parties with the Client's written consent.
- 13 Default**
- 13.1 The agreed delivery and/or performance deadlines shall be binding on the Contractor. As to the timeliness of deliveries or supplementary performance, the physical delivery to the receiving office specified by the Client shall govern; for the timeliness of deliveries involving installation and assembly, timeliness shall be governed by the time of formal acceptance.
- 13.2 Where the Contractor sees that it is unable to meet agreed deadlines, it shall notify the Client promptly thereof, indicating the reasons for the delay. The Contractor's duty to comply with agreed deadlines remains unaffected hereby.
- 13.3 Where the failure to comply with a binding deadline or a binding period is due to an unforeseen event (*force majeure*) beyond the control of the Contractor, such deadline or period shall be extended by a reasonable time.
- 13.4 Where the Contractor defaults in respect of its obligation, the Client may set a reasonable deadline for performance. Upon expiry of such period, the Client may itself perform the Services not yet performed at the Contractor's expense or have them performed by a third party. Instead of this, the Client may also rescind the contract in whole or in part after expiry to no avail of the period and may claim damages instead of performance.
- 13.5 Where a contractual penalty has been agreed in the contract, such penalty shall fall due where the Contractor defaults in complying with the deadline subject to such contractual penalty. Unless otherwise agreed, a penalty of 0.1% shall be charged as a contractual penalty per calendar day of default, to a total maximum of 5% of the total contract value. The Client shall claim the contractual penalty not later than at the time of the final payment. Where the Contractor is in default, the Client shall be entitled to assert its statutory claims, including in the event that a contractual penalty has been agreed between the parties for any late performance by the Contractor, in which case the penalty shall be credited accordingly. In all further and other respects, the provisions of applicable law shall apply.
- 14 Functional testing , formal acceptance**
- 14.1 In the case of the performance of works and services, the Contractor shall inform the Client in writing of the completion of the Services. Where the testing reveals that the works and services are in conformity with the parties' contract, the Client shall declare that the Services are of the proper quality (formal acceptance). Before declaring formal acceptance, the Client shall only be obliged to confirm its receipt of the works and services, the documentation and the other documents associated with the performance of the Services etc. Any acknowledgments of receipt given shall not be deemed to indicate proper performance of the contract.
- 14.2 Upon approval or formal acceptance of partial units of the Services, the totality of the Services shall only be deemed to be formally accepted at such time as the Client performs an overall formal acceptance procedure which entails a review of the contractually compliant inter-operation of all of the sub-units of the Services.
- 14.3 The following sections 14.4 to 14.10 shall apply supplementally in respect of the creation, modification, supplementation or adaptation of software programs.
- 14.4 Prior to installing the programs on the target platform specified by the Client, the Contractor shall furnish evidence, by reasonable testing in the Client's testing environment, that the contractually agreed quality and the major program functionalities are present. Upon request of the Client, test data provided for this purpose by the Client must be used.
- 14.5 Upon successful completion of the testing in line with section 14.4. hereof and written notification thereof to the Client, the Contractor shall deliver, install and implement the completed programs on the target platform specified by the Client and shall at such time provide the Client with all documents relating to the compliant completion of its Services, including proper and complete documentation in writing.
- 14.6 The operational installation shall be followed by a final functional test during which the Client, with the advice and support of the Contractor, shall verify compliance of the program with the agreed specifications. The Contractor shall deploy suitable members of staff for a reasonable time free-of-charge during such functional testing.
- 14.7 The Contractor shall promptly remediate defects occurring during the functional testing and shall furnish evidence of the result of its remediation work in the course of functional testing. After the Contractor's notification that the defect has been eliminated, a repetition of that functional test shall be carried out.
- 14.8 Where the programs do not comply with agreed specifications in whole or in part, the Client shall be entitled to refuse formal acceptance. Non-material defects shall not constitute an obstacle to formal acceptance.
- 14.9 Following successful completion of functional testing, the Client shall confirm that the Services have been properly performed by signing a formal acceptance report.
- 14.10 Where the Client, despite existing defects, declares formal acceptance, such defects shall be noted in a written record of defects and shall be remediated by the Contractor in accordance with sections 15.1 and 15.2.. Outstanding payments shall only fall due following complete remediation of the defects. The transfer of rights of use thereof shall remain unaffected hereby.
- 15 Warranty for defects**
- 15.1 Defects of the contractual works and services shall be remediated by the Contractor within the statutory warranty period from the date that proper performance of the works and services was determined, following notice to such effect by the Client. At the option of the Contractor, this shall be done by remediation free-of-charge (repair) or replacement. The necessary expenses (in particular labour and materials) shall be borne by the Contractor.
- 15.2 Where the defect cannot be remediated within a reasonable time or where the provision of a replacement has failed for some other reason, the Client may cause the defect to be remediated at the Contractor's expense by its own efforts or by a third party and demand reimbursement of wasted expenditure. In lieu of this, the Client shall have the right to demand a reasonable abatement of the compensation or rescission of the contract and, in addition to the rescission, claim damages or compensation for wasted expenditure.
- 15.3 A failure of remediation or replacement shall be deemed to have occurred where the Contractor has been given a reasonable opportunity to remediate or replace the works or Services, and this is impossible, or the Contractor refuses to do so or unreasonably delays doing so, or if there are reasonable doubts as to the prospects of success or where the remediation or provision of a substitute is unreasonable for other reasons.
- 15.4 Where a contractual service is not provided in line with the contract or is incorrectly provided, the Contractor shall provide the Service in accordance with the contract within such reasonable period as the Client shall set, without any additional cost being chargeable. Where, within such reasonable grace period as the Client has set, the contractually compliant performance of the Services fails for reasons for which the Contractor bears fault, the Client shall be entitled to terminate the individual contract without notice. In such case, the Contractor's Services shall be subject to compensation only to the extent the Client is able to use them as intended. Any losses to be compensated to the Client in damages shall be taken into account in settling such amounts.
- 15.5 The right of extraordinary termination for good cause remains unaffected hereby.
- 16 Third-party intellectual property rights**
- 16.1 The Contractor hereby warrants that the contractual use of its Services shall not infringe on third-party intellectual property rights.
- 16.2 The Contractor shall indemnify and hold the Client harmless against all third-party claims arising out of the infringement of intellectual property rights in respect of the Services forming the subject-matter of the parties' contract, in particular industrial property rights or copyrights.
- 16.3 The Client shall promptly inform the Contractor in the event of the assertion of claims by third parties. The Contractor shall assume responsibility for the dispute both in and out of court.
- 16.4 Where claims under sec. 16.2 hereof are asserted against the Client, the Contractor shall be entitled and obliged, at its option and its own cost
- to modify the contractual Services in such a way that they are no longer covered by the third parties' intellectual property rights, or
 - to procure for the Client a right to use the contractual Services without restrictions and without any additional costs in line with the contract.
- The foregoing is without prejudice to the Client's further claims, and in particular, to its claims for damages.
- 16.5 In all cases, the Contractor shall indemnify and hold the Client harmless against any dunning charges and other legal costs incurred.

17. Program code and documentation (software)

- 17.1 Programs shall be provided to the Client in machine-readable code.
- 17.2 Programs which are developed specifically for the Client shall be provided to the Client in source code, as well. The source code includes not only pure program code, but also descriptive and explanatory documentation, the minimum scope of which must be such that, following a reasonable training period, the documentation facilitates an understanding of the structure and operation of the programs. The documentation in question may be partially contained within the source code in comment lines, but must not be limited to this alone, but also include a coherent overall summary in text form.
- 17.3 In addition, the Contractor shall deliver all artefacts arising out of the software development such as scripts, test data, presentations etc. upon completion of the Service.
- 17.4 The Contractor shall deliver copies of the source code and documentation to the Client upon completion of the Service and these must comport with the status of the program following completion of the functional testing pursuant to sec. 14.9 hereof.
- 17.5 The documentation to be provided by the Contractor must comply with generally applicable guidelines and technical standards. Unless otherwise agreed, it shall consist at least of the software architecture designed for the use of the program, including a description of the data model and data structures, the program flow charts and object models, the installation and configuration instructions, documentation for the Client's system administrator and user documentation.

18. Documents and programs of the Client

- 18.1 Drawings, designs, plans, samples, printed materials, programs and other documents provided by the Client to the Contractor for the purpose of the Contractor's submission of an offer or for its performance of the contract shall remain the property of the Client. They may not be used, duplicated or made accessible to third parties for any other purposes, and the Contractor shall exercise the degree of care of a prudent businessman in holding them in custody, and shall safeguard them against unauthorised viewing or use and shall return them to the Client at any time upon request, and shall return them unbidden following completion of the contract at the latest.
- 18.2 The Contractor shall have no right to exercise a right of retention to the documents it is required to hand over, except where such right is based on an undisputed counter-claim or a counter-claim which has been adjudicated with res judicata effect.
- 18.3 The Contractor may only use the programs provided to it by the Client to the extent necessary in order to perform the contract.

19. Confidentiality, data protection, data security and data storage

- 19.1 The Contractor shall treat all confidential information, business or trade secrets to which it has access in connection with the parties' contract in strict confidence, and shall, in particular, not divulge them to third parties or otherwise exploit them. In addition, the Contractor shall observe postal secrecy and comply with the statutory rules on data protection. Any non-disclosure agreements made between the parties shall remain unaffected hereby.
- 19.2 The Contractor further warrants that its employees and other vicarious agents and sub-contractors shall also discharge the obligations referred to under 19.1 hereof.
- 19.3 The Client is entitled to process (within the meaning of the legal data protection definitions) the data received relating or connected to the business relationship with the Contractor, regardless of whether that data stems from the Contractor itself or from third parties.
- 19.4 In the event that the Contractor processes personal data on behalf of the Client in connection with its performance of the contract, the parties shall conclude a separate agreement on contract data processing in respect thereof.

20. Compliance clause

- 20.1 In the course of its activities for or on behalf of the Client, the Contractor is obligated to observe all applicable laws, in particular but not limited to:
- All applicable European Union restrictive measures in force ("Sanctions") including embargoes and economic or financial sanctions;
 - All applicable Anti-Bribery laws. This obligation encompasses the prohibition of directly or indirectly offering, promising or giving a financial or other advantage (a) to any person (or a third person associated with such person) with the intention of rewarding or inducing such person to act improperly in his

or her public, business or employment position; or (b) to any person in the knowledge that such person is not permitted to accept any advantage (regardless of the underlying intention) due to his or her public, business or employment position; or (c) to any public official with the intention of influencing him or her in his or her capacity as a public official. Conversely, the Contractor shall not request, agree to receive or accept a financial or other advantage granted with the intention to induce the Contractor to act improperly when performing his or her public, business or employment duties or to reward him for such behaviour. For the avoidance of doubt, the prohibitions outlined above explicitly include so-called 'facilitation payments' and apply to them regardless of any value.

- All applicable laws aimed at combating forms of so-called "Modern Slavery", such as the prohibition of human trafficking, of forced or compulsory labour or of work exploitation.
- 20.2 The Contractor is obliged to notify the client immediately, if
- the Contractor or any of its affiliates or personnel becomes listed on an EU financial sanctions lists; or
 - the Contractor becomes aware that an authority is investigating a breach of Sanctions, of Anti-Bribery laws or of laws combating Modern Slavery allegedly committed by the Contractor or its affiliates or personnel with regard to the activities the Contractor performs for or on behalf of the client;
 - the Contractor considers, after having taken reasonable steps to investigate, that a potential breach of Sanctions or of any applicable Anti-Bribery or Modern Slavery law has indeed been committed by the Contractor or its affiliates or personnel with regard to the activities the Contractor performs for or on behalf of the client.
- 20.3 Without prejudice to any other rights, in the event that the Contractor willfully or negligently fails to comply with these clauses 20.1 or 20.2, the client will be entitled to unilaterally terminate this Agreement immediately without consultation with the Contractor.

21. Final provisions

- 21.1 In addition to the provisions set forth in this contract, the provisions of applicable law shall apply. The law of the Federal Republic of Germany applicable to legal relations of domestic parties shall govern.
- 21.2 Jurisdiction and venue shall lie with the courts of Bad Hersfeld. The Client may also sue the Contractor in the courts with general jurisdiction over the Contractor.
- 21.3 In the case of invalidity or unenforceability of individual provisions of this contract, the validity of the remaining provisions thereof shall remain unaffected. In lieu of the invalid or unenforceable provision, the parties intend that a reasonable provision shall apply which comes the closest to the commercial purposes sought by the invalid or unenforceable provision. The same shall apply in cases of supplementary contract interpretation, in the event that a contractual gap should be found in the contract or these Terms and Conditions.

Status: Febr. 2020