

EQS Group Purchasing Terms

1. Scope

- 1.1. Unless otherwise agreed in individual cases, orders shall be placed exclusively on the basis of these Terms and Conditions of Purchase (the "EQS Purchasing Terms"), which shall apply to all contracts or orders between EQS Group and the Contractor (the "Contract" or the "Contracts"). Any conflicting or deviating general terms and conditions of the Contractor shall only be binding on EQS Group if and to the extent that EQS Group has expressly accepted them in writing. The EQS Purchasing Terms shall also apply if EQS Group accepts the Contractor's contractually owed services (the "Contractual Services") without reservation in the knowledge of conflicting or deviating terms and conditions of the Contractor which have not been expressly acknowledged by EQS Group in writing. Conflicting terms and conditions shall not affect the conclusion of the C if the parties have agreed on all material points. In this case, the concurring provisions of the terms and conditions of both parties shall apply to the interpretation, and for the rest, the statutory provisions shall apply.
- 1.2. Unless otherwise expressly agreed in writing between the parties, the EQS Purchasing Terms and the EQS Business Partner Code of Conduct, available at www.eqs.com, in the version valid at the time of conclusion of the Contract, shall be an integral part of the respective Contract.

2. Offer and conclusion of Contract

- 2.1. Offers to EQS Group shall be made in writing or in text form and free of charge. The offers shall be complete and shall in particular include all requested services.
- 2.2. All prices and charges ("Remuneration") shall be stated in the national currency of Contractor (additionally also in Euro and then, if applicable, including separately stated currency hedging).
- 2.3. A Contract shall be concluded by the order of EQS Group (or by acceptance of an offer by EQS Group) and on the basis of these EQS Purchasing Terms. The order of EQS Group (or acceptance of an offer) shall be deemed binding at the earliest upon written submission or confirmation. The Contractor shall immediately notify EQS Group of any obvious errors (e.g. spelling and calculation errors) and incompleteness of the order including the order documents for the purpose of correction or completion.
- 2.4. The order shall be confirmed in writing by the Contractor within a period of two weeks or, in particular, by dispatch of the goods or provision of the Contractual Service (acceptance). A delayed acceptance of the order shall be deemed a new offer and shall require acceptance by EQS Group.

3. Delivery and performance of the Contractual Service

- 3.1. Delivery shall be made "free domicile" to the place specified in the order. If the place of destination is not specified and nothing else has been agreed, the delivery shall be made at the place of business of the contracting EQS Group company. The respective place of destination shall also be the place of performance for the delivery and any subsequent performance.
- 3.2. The delivery shall be accompanied by a delivery bill stating the date (issue and dispatch), the content of the delivery (designation and quantity) and our order identifier (order number and date). If the delivery bill is missing or incomplete, EQS Group shall not be responsible for any delays in processing and payment.
- 3.3. The Contractor shall comply with the current state of information security when providing the Contractual Services and, in particular, shall secure EQS Group' systems against unauthorized access by third parties (e.g. hacker attacks) and against unwanted data transmission (e.g. spam) in accordance with the current state of the art. If the Contractor becomes aware of threats or security risks, in particular, for data and information/system security, it shall immediately inform EQS Group in text form (e-mail) and - in close coordination with EQS Group and at its own expense - immediately initiate effective countermeasures without restricting the provision of the Contractual Services. The Contractor shall notify EQS Group without undue delay and in any event within twenty-four (24) hours after becoming aware of any actual or suspected security incident affecting EQS Group data or systems.
- 3.4. If the Contractual Service includes software and/or hardware, the Contractor shall check the software or data carriers with an up-to-date virus search program before providing them to EQS Group and ensure that the software or data carriers do not contain any malware (software with malicious functions), computer viruses or worms, Trojan horses or similar. The Contractor shall ensure and prove to EQS Group by means of up-to-date software security tests that the software does not contain any critical vulnerabilities that could compromise the integrity and confidentiality of EQS Group's systems and data or those of affiliated third parties.
- 3.5. The Contractor shall ensure through careful selection of the employees used that they have the necessary qualifications to provide the Contractual Services in the agreed quality.
- 3.6. EQS Group shall retain all rights, in particular ownership and copyrights, to technical requirement profiles, illustrations, drawings, calculations, samples and other documents provided to the Contractor by EQS Group; they may not be made accessible to third parties without the express written consent of EQS Group. Such documents and information shall be used exclusively for the provision of the Contractual Services and shall be returned to EQS Group without being requested to do so upon termination of the Contractual Services.
- 3.7. The Contractor shall inform its employees and subcontractors in writing

about the requirements before the start of the assignment for EQS Group and oblige them to comply with them.

- 3.8. EQS Group may request changes to the Contractual Services even after conclusion of the Contract. In this case, the Contractor shall be obliged to consider and implement the requested changes in the provision of the Contractual Services, unless this is unreasonable for the Contractor. The Contractor shall inform EQS Group without undue delay, at the latest within 5 working days after receipt of the change request, if the change request will be rejected in writing providing the reasons.

- 3.9. The Contractor shall comply with all applicable laws, including anti-corruption, anti-money laundering, sanctions, export control, competition, data protection and labour laws, and shall ensure that its subcontractors comply accordingly.

- 3.10. The Contractor shall not use, and shall ensure that its subcontractors and any third parties do not use, any data, personal data, Confidential Information, software, documents, prompts, inputs, outputs or other materials provided by or on behalf of EQS Group, or generated in connection with the Contract, for the purpose of training, pre-training, re-training, fine-tuning, validating or testing any artificial intelligence, machine learning or large language model, or for retrieval-augmented generation (RAG), embeddings, model improvement, or the development or enhancement of any artificial intelligence system or service, unless expressly authorized in writing by EQS Group.

4. Delay

- 4.1. The delivery time specified by EQS Group in the order shall be binding. If the delivery time is not specified in the order and has not been agreed otherwise, it shall be two weeks from the conclusion of the contract. The Contractor shall be obliged to inform EQS Group immediately in writing if agreed delivery times - for whatever reason - can probably not be met.
- 4.2. If the Contractor does not perform or does not perform within the agreed delivery time or if it is in default, the rights of EQS Group - in particular, to cancellation and damages - shall be determined in accordance with the statutory provisions.

5. Remuneration and terms of payment

- 5.1. The remuneration stated in the order is binding and excludes additional claims. All remuneration details shall include statutory value added tax if this is not shown separately.
- 5.2. Unless otherwise agreed in the individual case, the remuneration shall include all services and ancillary services of the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance). Payment does not constitute acceptance of the Contractual Services nor a waiver of any rights.
- 5.3. The agreed remuneration shall be due for payment within 90 calendar days of complete delivery and/or provision of services (including any agreed acceptance) and receipt of a proper invoice. Invoices may not refer to several orders and must contain at least the following information:
 - Order number,
 - service recipient address
 - Article (number, designation, quantity),
 - individual remuneration per article/service,
 - total remuneration
- 5.4. Invoices shall be addressed to: The EQS Group company named on the order, stating the full company name and full address of the company's registered office. Unless otherwise agreed, the named company shall be the recipient of the service and invoice.
- 5.5. Invoices shall be sent in electronic form to payables@eqs.com.
- 5.6. In the case of bank transfers, payment shall be deemed to have been made on time if EQS Group's transfer order is received by the bank before the expiry of the payment deadline; EQS Group shall not be responsible for any delays caused by the banks involved in the payment process.
- 5.7. The Contractor may only offset undisputed or legally established claims and may only base a right of retention on undisputed or legally established claims.

6. Termination

- 6.1. EQS Group may terminate the Contract, in whole or in part, for convenience by giving fourteen (14) calendar days' prior written notice.
- 6.2. Either Party may terminate the Contract with immediate effect for good cause, including a material breach of the Contract that is not remedied within thirty (30) days after written notice.
- 6.3. Upon termination, the Contractor shall immediately cease performance, reasonably support the orderly transition of the Contractual Services, and EQS Group shall pay only for Contractual Services properly performed up to the effective date of termination.

7. Participation services of EQS Group

- 7.1. Any necessary cooperation services or provision of resources (hardware, software, premises, etc.) of EQS Group for the fulfillment of the Contractual Services shall be coordinated and expressly agreed between the Contractor and EQS Group at the beginning of the Contract. The Contractor shall inform EQS Group in writing in due time in advance of any services required from EQS Group.

8. Duty to examine and to give notice of defects

- 8.1. Insofar as EQS Group has a statutory duty to inspect the goods and to give notice of defects, it shall be timely if EQS Group gives notice of obvious defects within two weeks after delivery or handover and of other defects within two weeks after their discovery.

9. Open source software

- 9.1. If open source software is used, the Contractor shall ensure that the use of the open source software does not restrict the contractual or intended use of the Contractual Services by EQS Group or its affiliated companies. In particular, the Contractor warrants that no so-called copyleft effect is triggered, on the basis of which the software performance as a whole or systems of EQS Group or its other suppliers would have to be classified as open source software.
- 9.2. Within the statutory limitation period, the Contractor shall indemnify EQS Group for an unlimited amount against all claims by third parties and associated costs arising from the use of open source software.

10. Rights of use

- 10.1. If the Contractual Services of the Contractor involves the provision of software that has not been specially developed for EQS Group ("standard software"), the Contractor shall grant EQS Group and its affiliated companies a simple, non-exclusive, irrevocable, sub-licensable right of use that is unrestricted in terms of time, space and content.
- 10.2. EQS Group shall acquire the exclusive, irrevocable, transferable, sublicensable rights of use, unlimited in terms of time, space and content, including the rights to rework, reproduce, modify and extend, to all other results and delivery items (e.g. individual software, software adapted within the scope of customizing, documentation, source codes and concepts). The transfer of rights shall be fully compensated by the agreed remuneration. The Contractor waives, to the extent legally permissible, any moral rights preventing EQS Group from using, modifying or exploiting the work results.
- 10.3. The Contractor is obligated to provide the software free of third-party rights.

11. Retention of title

- 11.1. The transfer of ownership of the (physical) delivery items to EQS Group shall be unconditional and without regard to the payment of the remuneration. However, if EQS Group accepts in an individual case an offer of the Contractor to transfer ownership conditional on payment of the agreed remuneration, the Contractor's retention of title shall expire at the latest upon payment of the remuneration for the delivered goods. EQS Group shall remain authorized to resell the goods in the ordinary course of business even prior to payment of the remuneration with advance assignment of the claim arising therefrom (alternatively, the simple retention of title extended to the resale shall apply). In any case, all other forms of retention of title are excluded, in particular the extended retention of title, the passed-on retention of title and the retention of title extended to further processing.

12. Warranty

- 12.1. The Contractor warrants that it will comply with the relevant statutory provisions in connection with the contractual relationship and that it will oblige any subcontractors to do likewise. In all other respects, the statutory provisions shall apply to the warranty.

13. Property rights of third parties

- 13.1. Notwithstanding any other statutory claims, the Contractor shall indemnify EQS Group upon first request against all claims of third parties asserted against EQS Group for infringement of copyrights or other proprietary rights if such claims are based on a culpable breach of duty by the Contractor.

14. Confidentiality

- 14.1. The Parties undertake to protect all Confidential Information of the other Party obtained prior to and in the course of the performance of the Contract for an unlimited period of time in the same way as they protect their own comparable Confidential Information, but at least to treat it confidentially with reasonable care. "Confidential Information" shall mean all information which Parties or their affiliates protect against unrestricted disclosure to third parties or which, according to the circumstances of disclosure or its content, is to be considered confidential. In any case, the following information shall be deemed to be Confidential Information of EQS Group: all software, programs, tools, prices, data, drawings, calculations, execution instructions or other materials provided by EQS Group to Contractor prior to or on the basis of the Contract.
- 14.2. Disclosure by the receiving party to third parties shall only be permitted to the extent necessary for the exercise of the rights of the receiving party or for the performance of the Contract and such persons are subject to essentially comparable confidentiality obligations. Duplicates of Confidential Information of the respective other party must - as far as technically possible - contain all notices and notes regarding its confidential or secret character which are contained in the original.
- 14.3. The foregoing paragraphs 14.1. and 14.2. shall not apply to Confidential Information that
- has been independently developed by the receiving party without recourse to the Confidential Information of the disclosing party;
 - has become generally available to the public without breach of Contract by the receiving party or has been lawfully obtained without any duty of confidentiality from a third party entitled to provide such

Confidential Information;

- was known to the receiving party without restriction at the time of disclosure;
 - is exempt from the foregoing upon written consent of the disclosing party; or
 - has been required by a competent court or authority and a mandatory regulation.
- 14.4. The Contractor shall only be authorized to mention or publish the company name, logo or trademarks of EQS Group in the context of advertising materials, when providing references or in other publications if and to the extent that EQS Group has provided its prior consent in writing.
- ## 15. Data protection
- 15.1. Should any processing of personal data take place on behalf of EQS Group by the Contractor, the Parties undertake to comply with all data protection regulations. In particular, the Contractor undertakes to process personal data exclusively for the purpose of fulfilling the Contractual Services, to ensure that employees are only given access to the data to the extent that this is absolutely necessary, and to oblige employees in writing to maintain data secrecy and to provide evidence of this upon request.
- 15.2. If the European Union General Data Protection Regulation (EU/2016/679) (GDPR) applies to Personal Data and the Contractor is processing personal data on behalf of EQS Group, the applicable Standard Contractual Clauses of the EU Commission pursuant to Implementing Decision (EU 2021/915) shall apply.
- ## 16. Audit right of EQS Group
- 16.1. Upon prior notice, EQS Group may verify compliance with the obligations under these EQS Purchasing Terms or have such compliance verified by a third party. For this purpose, EQS Group or a third party commissioned by EQS Group shall be entitled to conduct remote audits, document review and evidence requests or enter the Contractor's business premises during normal business hours. The costs for the inspection shall be borne by the Contractor if violations of the Contract between the Parties are identified during the inspection, unless the Contractor is not at fault for the identified violations.
- ## 17. Subcontractor
- 17.1. The Contractor shall not be entitled to have the Contractual Services rendered by subcontractors without the prior written consent of EQS Group, which may not be unreasonably withheld. The Contractor shall be obliged to pass on the obligations imposed on it to the third party in writing and to prove this to EQS Group upon request. The passing on of Contractual Services by the Contractor to natural (individual) persons as self-employed persons (freelancers) is not permitted. The Contractor shall remain responsible for the fulfillment of the contractual obligations even if subcontractors are used. EQS Group may revoke its consent if legitimate concerns arise regarding the subcontractor.
- 17.2. The Contractor shall indemnify EQS Group against all claims by third parties based on the Contractor's failure to comply with this prohibition, unless the Contractor is not responsible for this. "Third parties" within the meaning of this clause shall in particular also include third parties affiliated with the Contractor.
- ## 18. Insurances
- 18.1. The Contractor is obliged to take out and maintain for the duration of the contractual relationship between the Contractor and EQS Group any necessary insurance that adequately covers the Contractor's obligations towards EQS Group. The Contractor shall provide EQS Group with evidence of appropriate insurance upon request.
- ## 19. Amendment of the EQS Purchasing Terms
- 19.1. Unless otherwise specifically regulated, EQS Group shall be entitled to amend or supplement these EQS Purchasing Terms as follows: EQS Group shall notify the Contractor of the amendments or supplements in text form no later than six weeks before they take effect.
- 19.2. If the Contractor does not agree with the amendments or additions to the EQS Purchasing Terms, it may object to the amendments within a period of four weeks from the date on which the amendments or additions are intended to take effect. The objection must be made in writing. If the Contractor does not object, the amendments or supplements to the EQS Purchasing Terms shall be deemed to have been approved by the Contractor.
- ## 20. Final clauses
- 20.1. EQS Group shall be entitled to assign rights and obligations in whole or in part to third parties. The assignment of contractual rights and obligations by the Contractor shall require the prior written consent of EQS Group, which may not be unreasonably withheld.
- 20.2. Should individual provisions of the EQS Purchasing Terms be or become invalid, this shall not affect the remaining provisions of the EQS Purchasing Terms. The parties shall replace an invalid provision with a provision that best reflects the economic purpose of these EQS Purchasing Terms and the intention of the parties.
- 20.3. The Contract shall be governed by the law of the country in which the contracting EQS Group company is registered and the exclusive jurisdiction of the courts at the registered office of EQS Group. Each party irrevocably submits to the exclusive jurisdiction of the above courts in all actions and proceedings. The conflict of laws rules and the United Nations Convention on Contracts for the International Sale of Goods shall not apply in any case.