

## Conditions of Purchase of BASF SE and its Affiliated Companies Located in Germany for Consulting and Training Services

### 1. General

**1.1** These conditions of purchase of BASF SE and its affiliated companies located in Germany for consulting and training services (hereinafter "Conditions of Purchase") form an integral part of contracts on the provision of consulting and training services between the supplier of goods or the service provider, respectively, (hereinafter "Contractor") and BASF SE or its affiliated companies located in Germany, respectively, (hereinafter "Principal").

**1.2** General terms of business of the Contractor shall only apply if and insofar as the Principal has explicitly accepted them in writing. Any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's general terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such general terms of business. The Contractor's general terms of business shall also not apply if the Principal should accept any goods / services in the knowledge that the Contractor has purported to deliver them on general terms of business of the Contractor that deviate from or are in conflict with these Conditions of Purchase.

### 2. Offer

**2.1** Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

**2.2** In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has alternatives for an inquiry which is functionally or economically superior it shall additionally present this offer to the Principal. These deviating or additional positions are to be disclosed with separate prices. The conditions of the offer shall apply to the location as specified in the inquiry and shall be based on the assumption that Contractor's employees or agents from the nearest headquarters (local team composition) are used. If another team composition is deemed necessary by the Contractor the additional costs incurred shall be borne by the Contractor.

**2.3** Insofar as not explicitly agreed otherwise in a framework order the Principal shall have no purchase obligation with regard to possible total quantities / contingents defined in the framework order.

### 3. Obligations to Provide Assistance and Materials, Independence

**3.1** The Contractor shall specify expressly and finally in its offer any necessity of the Principal to provide assistance and materials. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual contracts, the Contractor can only request further obligations to provided assistance or materials from the Principal insofar as these are necessary for the proper provision of the contractual service and are deemed reasonable for the Principal in particular by taking into consideration the interests of the company as well as the required time and financial expenses. The Principal can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties. The Contractor shall inform the Principal in time about the type, scope, time and other details of the assistance and material provision service, which was to be provided by the Principal, unless the respective details can be derived from the order. The Contractor can only refer to a non-fulfillment of an obligation to provide assistance and materials by the Principal if it has set the Principal a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-fulfillment.

**3.2** The Contractor will act solely as an independent service provider and nothing contained in the contract will at any time be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures between Principal and the Contractor or Principal and the Contractor's representatives, employees, personnel, partners or agents.

### 4. Deadlines and Partial Provision of Services

**4.1** The Contractor must comply with the agreed dates of delivery or dates of provision of services, respectively. Advance deliveries of goods / provision of services or partial deliveries / partial provision of services require the Principal's prior written agreement.

**4.2** If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial delivery of goods / provision of services shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial delivery of goods / provision of services.

**4.3** The Contractor shall request the documents required for the execution of the contract from the Principal in due time and check them for completeness and conformity immediately upon receipt. The Contractor shall inform the Principal in writing without delay of any inconsistencies that are apparent to the Contractor.

### 5. Sustainability, Business Ethics

**5.1** The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<http://www.basf.com/supplier-code-of-conduct>). The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall have the right to check adherence to the ESG Standards on the part of the Contractor, either itself or through third parties that it commissions, with prior notice.

**5.2** The Contractor undertakes not to use any illegal or unethical methods in order to gather or to obtain any information or data for the purpose of the services. In particular, the Contractor agrees to fully comply with all applicable laws, regulations and administrative orders as well as the SCIP (Strategic and Competitive Intelligence Professionals) Code of Ethics for CI Professionals (available at <http://www.scip.org>). If it is explicitly agreed and understood that the Contractor shall for the specific purpose of the respective purchase order refrain from conducting any interview (either directly or indirectly) with active or formerly active employees, officers, directors or members of the management of any direct or indirect competitor of Principal as well as customers, suppliers or service providers of any of the competitors in order to obtain or gather information or data that can be construed as a trade secret (e.g. within the meaning of § 17 UWG). For the avoidance of doubt, the foregoing provision shall not ban the Contractor from speaking, interviewing and communicating with active or formerly active employees, officers, directors or members of the management of any direct or indirect competitor of Principal and third parties about general topics relating to or in connection with the Project (e.g. general market trends). In addition, the Contractor shall be free to use for the purpose of the Project information and data that have been disclosed by third parties or directly or indirectly competitors to the Contractor unrelated to any part of the Project provided that such third party or competitor is not, to the best knowledge of Contractor, bound by any confidentiality obligation or any other obligation of secrecy with respect to such information.

**5.3** While performing the contract, the Contractor must adhere to the Principal's occupational health and safety and environmental protection requirements specified in the contract.

## 6. Performance of Services and Quality

**6.1** The Contractor shall provide the services in accordance with the contract and with utmost care.

The Contractor warrants that employees and agents deployed by it meet the requirements and qualifications necessary to perform the services. Upon Principal's request the Contractor shall prove that such employees and agents fulfil the requirements set forth in the respective contract by submitting the relevant qualifications to Contractor. The Principal reserves the right to make the deployment of the employees or agents dependent on the results of a qualifying examination to be conducted by the Principal. The occupational promotion of employees during the term of the contract, shall not entitle Contractor to increase in the daily rates.

**6.2** The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. To this end, the Contractor shall use a quality assurance system with elements as per ISO 9000 ff. or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor's quality assurance system with prior notice, either itself or through third parties commissioned by the Principal.

**6.3** Any changes to the services to be provided require the prior written consent of the Principal.

**6.4** If an acceptance by the Principal is legally stipulated or contractually agreed, the Principal can refuse to declare the acceptance and withhold any installment payment associated with the acceptance if the goods or services are not provided in full or are defective. This also applies in the case of an agreed acceptance date or a deadline for acceptance set for the Principal by the Contractor.

## 7. Testing and Inspection before and in the Course of Contract Fulfillment, Working Hours

**7.1** The Principal shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. Such inspections shall not constitute a waiver of any contractual or legal rights of the Principal.

**7.2** With regard to the working hours, statutory provisions apply. The application of a daily rate always assumes the Contractor's employee will work a minimum of eight (8) hours. Any overtime is included in the daily rate.

## 8. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor to perform the contract at the site of the Principal with the Principal's prior written consent. The Principal will not refuse its consent without cause. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer.

## 9. Statutory Minimum Wages Act (MiLoG), Employee Assignment Law (AEntG), Prohibition on Illegal Employment

**9.1** The Contractor must ensure that the employees used by the Contractor or its subcontractors or personnel service providers to perform contracts with the Principal receive the minimum wage as per the German Minimum Wages Act (MiLoG), respectively the minimum hourly rate of pay (Mindeststundenentgelt) according to the regulation based on section 3a of the German Temporary Employment Act (Arbeitnehmerüberlassungsgesetz). If the services to be provided are subject to the scope of the Employee Assignment Law (AEntG), the contractor must moreover ensure that the provisions contained in German law or administrative provisions as listed numerically in section 2 paragraph 1 of the Employee Assignment Law (AEntG) concerning working conditions as well as the collective bargaining agreements to be applied in accordance with section 3 of the AEntG - in particular with regard to the payment of standard wages - are observed. The Contractor must also ensure that binding obligations to pay contributions to social security carriers, employers' liability insurance associations and other institutions such as the joint institutions of

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the collective bargaining agreement parties named in section 8 AEntG are fulfilled.

**9.2** When choosing subcontractors or personnel service providers, the Contractor shall check fulfillment of the aforementioned conditions as per Clause 9.1 and require them to provide written confirmation of compliance. Furthermore, the Contractor shall obtain written assurance from these parties that they will require other subcontractors or personnel service providers as may be engaged to comply with the requirements.

**9.3** The Contractor shall indemnify the Principal against justified claims any employee of the Contractor or any employee of a subcontractor, regardless of level, or of a personnel service provider used has brought forward towards the Principal as the guarantor of payment of the statutory minimum wage or industry minimum wage, or claims by one of the institutions of the collective bargaining agreement parties named in section 8 AEntG for the provision of payments.

**9.4** The Principal is entitled to terminate the contract with the Contractor without notice if and when the Principal is justifiably made liable as guarantor according to MiLoG or AEntG.

**9.5** Moreover, the Contractor shall accept liability vis-à-vis the Principal for any damage that may be suffered by the Principal through culpable failure to meet the obligations as per Clauses 9.1 and 9.2.

**9.6** Illegal employment of all kinds is prohibited.

## 10. Travel costs, travel time

**10.1** Travel to anywhere other than the individual location (project or venue) mentioned in the contract (purchase order or call-off) requires the prior written consent of the Principal. The Contractor shall select the most economical solution considering time and cost and provide evidence of this upon request by the Principal. Travel expenses shall be shown separately in all bills. Upon request by the Principal, the Contractor shall submit relevant documents as proof.

**10.2** Reimbursable travel expenses of the Contractor to locations of the Principal include:

– Transportation costs:

Own vehicle of the Contractor: a flat rate according to R 9.5 LStR German Wage Tax Policies (e.g. car EUR 0.30)

Public Transportation: Second class: effective costs according to receipt

Rental car, taxi: effective costs according to receipt

Airplane: (Economy) except intercontinental (business): effective costs according to receipt

– Overnight accommodation costs on site: maximum of EUR 150 plus VAT per night (purely lodging): effective costs according to receipt

– Ancillary travel expenses: Luggage storage, parking fees: effective costs according to receipt

**10.3** The above travel expenses provided in clause 10.2 shall not apply if

– Principal and Contractor have made different arrangements in writing (e.g. travel expenses included in the hourly rate) or

– The distance between the Contractor's company headquarters (postal address) and the defined place of activity is less than fifty-one (51) km. For longer distances, no reimbursement is made for transportation costs pertaining to the first fifty (50) kilometers, provided the Contractor's own vehicles are used.

No refund shall be made for

– Costs for meals or job-related telephone calls

– Costs for third-party reports (e.g. multi-client studies), translation services or supplies and materials (if these are required, there should be listed separately in the offer)

**10.4** Travel times to a specific place of activity and within each continent are not remunerated separately as working time. Intercontinental travel with an effective travel time of more than four (4) hours may be remunerated and invoiced as working time, if this has been previously expressly agreed between Principal and

Contractor, up to fifty percent (50 %) of the agreed daily rate per category (e.g. seniority level).

#### 11. Infringing Property Rights

It is the Contractor's responsibility to ensure that the provision of the services by the Contractor and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding other legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights if these are based on a culpable violation of obligations by the Contractor. In this case, the Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of rights.

#### 12. Contract Penalty

If a contract penalty has been agreed upon and is incurred, the Principal is entitled to claim such penalty until the final payment is due without requiring a reservation pursuant to section 341 paragraph 3 of the German Civil Code ("BGB").

#### 13. General Liability, Insurance

**13.1** Unless otherwise established in these purchasing conditions for consulting and training services, the Contractor shall be liable as per the statutory provisions.

**13.2** The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

**13.3** Any outstanding insurance requirement when traveling rests upon the Contractor.

#### 14. Invoicing, Payment

**14.1** The agreed prices are net of any applicable value-added tax. Invoices are to be issued for services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the services being invoiced are subject. If self-billing (evaluated receipt settlement) is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

**14.2** The Contractor must provide a separate, auditable invoice for each purchase order, which must include all of the legally required information under German law. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

**14.3** The Principal shall only make installment payments when these are contractually agreed and the prerequisites for the payment becoming due have been met, unless the Contractor is entitled to a claim as per § 632a of the German Civil Code (BGB) and provides the Principal with the corresponding collateral. The collateral is to be provided in German Law by means of a guarantee or an absolute guarantee in the meaning of the German "selbstschuldnerische Bürgschaft" issued by a financial institution / insurance company, whose registered office is located in the European Union.

**14.4** Unless agreed otherwise, the payment period shall commence as soon as an invoice that meets the applicable value-added tax requirements has been received at the billing address. In the case of self-billing, the payment period commences the

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day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the service provided.

**14.5** Payments by the Principal shall not represent an acceptance of the conditions and prices stated in the invoice, and shall not constitute a waiver of the Principal's rights with regard to services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

**14.6** If the Principal pays license fees to foreign Contractors, the Principal is obliged to withhold taxes pursuant to section 50a German Income Tax Law. The Principal can only abstain from deducting or reduce the withholding tax if the Contractor provides the Principal with a valid exemption certificate pursuant to section 50d German Income Tax Law.

#### 15. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

**15.1** The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal.

**15.2** The Contractor is required to notify the Principal forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

**15.3** The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine) or to any affiliated company pursuant to section 15 of the German Stock Corporation Act at any time without the Contractor's prior agreement, provided that the execution of the contract is not endangered thereby.

**15.4** The Contractor shall only be entitled to offset against reciprocal claims arising from this contractual relationship, and against undisputed claims or claims substantiated by court judgement. The Contractor is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

#### 16. Termination, Rescission

**16.1** Unless the contrary has been agreed upon between the parties, the Principal may ordinarily terminate the contract in whole or in part with a notice period of one (1) month to the end of the month without giving any reason. Principal may terminate contracts (order call-off) concerning the provision of training services at any time up to the completion of the relevant training.

**16.2** Each contracting party is entitled to terminate the agreement for good cause, provided the respective statutory requirements for this are met, such as for continuing obligations as per § 314 BGB or services within the scope of work contracts as per § 648a BGB. A good cause for termination by the Principal is given in particular if:

- The Contractor commits a breach of duty, which is not remedied within a reasonable period of time defined by the Principal and following a termination warning or a fruitless warning and therefore, taking into account all circumstances of the individual case and weighing the mutual interests, the continuation of the contractual relationship cannot reasonably be expected from the terminating party, or
- The relationship of trust is significantly and lastingly disrupted due to circumstances occurring after conclusion of the contract, e.g. due to a violation of criminal laws or due to commission of administrative offences in the course of the performance of the contract by the Contractor or by third parties employed by the Contractor for the execution of the contract, and therefore, taking into account all circumstances of the individual case and weighing the mutual interests, the continuation of the contractual relationship cannot reasonably be expected from the terminating party, or
- A significant deterioration in the asset of the Contractor has taken place which jeopardizes contract fulfillment, or

- The Contractor does not comply with his/her obligation to pay taxes or social security contributions, or
- There are other circumstances that make continuation of the contract unreasonable for the Principal.

**16.3** In cases of termination for good cause as per No. 16.2, the services verifiably performed by the Contractor in line with the contract up to the time of the cancellation shall be remunerated upon submission of the relevant receipts. Payments already made by the Principal shall be offset against the payment or refunded in cases of overpayment. The Principal's further statutory rights and claims in particular with regard to damage compensation, shall remain unaffected.

**16.4** In case the contract is terminated, the Contractor shall immediately furnish the Principal forthwith the models, samples, drawings, data, materials and other documents prepared for the Principal in executing the contract and grant to him the rights of use thereto as stated in paragraph 17.

**16.5** In case the contract is terminated, the Principal will inform the Contractor if and to what extent services not yet completed shall be completed by Contractor. The terms and conditions of the respective contract shall apply to the completion of such outstanding services.

**16.6** In case the contract is terminated, the Principal shall compensate Contractor equitably the prorated remuneration for the part of the services actually performed up to the date of termination and documented and proven by Contractor to be in accordance with the contract.

In case the contract is terminated due to a significant breach of the Contractor's duty, the Contractor shall be entitled to payment only in respect of the actual value of that proportion of the service performed by Contractor up to termination of the contract and to the extent that such proportion is of benefit to the Principal.

For the termination of contracts for the provision of training services, the following special terms shall apply:

- in case of termination more than seven (7) calendar days prior to the beginning of the training no remuneration or other compensation will be paid
- in case of termination between seven (7) calendar days and two (2) calendar days prior to the beginning of the training, ten percent (10%) of the agreed remuneration for the training will be paid
- in case of termination on the calendar day before the planned beginning of the training, thirty percent (30%) of the agreed remuneration for the training will be paid
- in case of termination on the day of the planned training, forty percent (40%) of the agreed remuneration for the training will be paid.

In the event the contract is terminated in accordance with this Section 16, Contractor shall not be entitled to any other payment, compensation for damages or reimbursement of expenses.

**16.7** Each party shall immediately inform the other party about any necessary expected postponements of training services. If the Principal is responsible for the postponement and if a new date is agreed for the training performance, the special terms for the termination of contracts for the provision of training services defined in Section 16.6, Paragraphs 2 and 3 shall apply.

**16.8** The cancellation or other termination of the contract shall not affect the rights of the Principal according to Section 11 (IPR infringement), Section 17 (Rights of Use), Section 18 (Documents, Confidentiality) and Sections 19.3 and 19.4.

## 17. Rights of Use

### 17.1 Rights to Use Work Results

The Contractor shall grant to Principal the royalty-free, perpetual, freely transferable, irrevocable and sub-licensable right unrestricted in terms of territory, quantity and time, to use all studies, training materials, concepts, operations and system descriptions, data files, software, graphics, calculations and other documents related to the contract in all known media formats including elec-

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tronic media, Internet and online media saved to all imaging, audio and data storage devices. This information may have either been prepared by the Contractor itself or by third parties (hereinafter "Work Results").

In particular, the Principal shall have the right to duplicate and distribute such Work Results in whole or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Principal shall also have the right to grant third parties the same complete rights to use such Work Results in whole or in part inclusive of any intermediate changes and / or revisions. The Contractor shall obtain any necessary granting of rights by third parties for this purpose. The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award; the applicable legal regulations shall apply in this regard.

### 17.2 Rights to Use Individual Work Results

Moreover, the Contractor shall grant the Principal an exclusive right to use the Work Results that the Contractor created specifically for the Principal or had third parties create for the Principal, and shall obtain any necessary rights from third parties. The Principal accepts the granting of the right. Pre-existing rights of the Contractor or of third parties shall remain unaffected hereby.

### 17.3 Rights to Use Contractor's Standard Material

For the methods, tools and other programs that the Contractor customarily uses (hereinafter "Standard Material") and which are integrated into the Work Results or Individual Work Results, the Contractor shall grant to the Principal a non-exclusive right of use to the extent described in Section 17.1. An independent, isolated transfer of Standard Material is not allowed.

Contractor shall be entitled to continue to use such Standard Material at its own discretion. Contractor shall be entitled to use and modify the Standard Material for all purposes, in particular for other customers, unless such use constitutes a breach of the confidentiality obligation stipulated in Section 18 or in the contract.

The Contractor may apply or integrate the Standard Material in the Individual Work Results only with the prior written consent of the Principal.

## 18. Documents, Confidentiality

**18.1** The Contractor must provide to the Principal the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

**18.2** The review and / or release of any Contractor's documents by the Principal shall not relieve the Contractor of any of its responsibilities for these documents under the contract.

**18.3** Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

**18.4** Subject to regulatory, statutory, and/or judicial disclosure obligations the Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal Documentation (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way. The Contractor will make this Confidential Information available only to those employees who absolutely need the Confidential Information to accomplish the purposes of the contract and who are contractually or otherwise obligated to keep it confidential in a way no less strict than the terms of this section and also during the time after having left the company of the Contractor.

The Contractor is entitled to share confidential information with subcontractors approved by the Principal if the subcontractor requires this information in order to fulfill the contract.

The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with the Contractor.

Confidential Information may not be used for any purpose other than fulfilling the contract. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended.

**18.5** Contractor shall have the right to store, use and disclose to third parties information received from or Confidential Information of Principal for statistical, analytical and benchmarking purposes in connection with Contractor's services, provided that such information or Confidential Information when used as outlined herein: (i) is only in the form of aggregated data that includes similar information from other sources and customers of Contractor; and (ii) is anonymized in a way that any third party is unable to identify Principal or Principal's Confidential Information. In the event Principal's information or Confidential Information is pooled with data and / or information from other customers of Contractor to create reference groups for the purpose of benchmarking, Principal shall not be identified as a member of such reference group.

Upon request, Contractor shall demonstrate compliance with the obligations set forth in this section 18.5 to the Principal in writing.

**18.6** In case the contract is terminated, for whatever legal reason, the Contractor shall return immediately to the Principal all Confidential Information, including all copies made thereof as well as any records that reflect the contents of the Confidential Information. If, insofar and only for so long as required by law or applicable mandatory professional regulations, Contractor is entitled to keep one set of copies of Confidential Information, provided that Contractor undertakes all necessary measures to keep such copy confidential. Upon the expiry of such a requirement, Contractor shall return such documents automatically to Principal.

**18.7** In case the Contractor, in the course of the performance of the respective contract, receives from the Principal or otherwise obtains personal data related to employees of Principal (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Principal, Contractor shall only be entitled to process Personal Data for the performance of the respective contract. Contractor shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Contractor is entitled to further process the Personal Data, in particular to

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transmit Personal Data to its affiliated companies for the purpose of performing the respective contract.

Contractor shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Contractor shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Contractor shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Contractor will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Contractor with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Contractor shall inform Principal in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Contractor shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

### 19. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction

**19.1** The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal, or where this is unavoidable in order to fulfill the contract.

**19.2** The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

**19.3** The contract shall be construed and be subject to the substantive laws of the Federal Republic of Germany with the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and (ii) the applicable law rules in Germany on the conflict-of-laws.

**19.4** At the Principal's option the place of jurisdiction shall be either the court competent for the Principal's registered office or the court competent according to the applicable law.