

## **Special Terms and Conditions of Purchase of the ParshipMeet Group for IT goods and services (as of January 2021)**

### **Preamble**

These Special Terms and Conditions of Purchase apply to all ParshipMeet Group's deliveries and services in the area of IT work and / or service contracts. The General Terms and Conditions of Purchase of the ParshipMeet Group shall apply in addition to these Special Terms and Conditions of Purchase.

### **Section 1 - Conclusion of contract**

(1) The Contracting Party provides the ParshipMeet Group with the contractual services on the basis of a respective individual contract or the order of the ParshipMeet Group (hereinafter collectively referred to as the "order").

(2) Subsidiary agreements are generally to be drawn up in text form. A Contracting Party can only rely on oral agreements if the agreement has been confirmed in text form immediately (at the latest within 48 hours). If a confirmation in text form is to be subsequently changed, this must be pointed out in confirmation in text form.

(3) Legally relevant declarations and notifications to be submitted to the ParshipMeet Group by the Contracting Party after the order has been concluded (e.g. setting deadlines, reminders, declaration of withdrawal) must be in text form to be effective.

(4) Services of the Contracting Party are identified in an order as work contract and / or service contract services and agreed as such. In case of doubt, the Contracting Party owes work contract services. In the case of work contract services, the Contracting Party is responsible for the supervision, control and monitoring of the service provision and the success of the services provided. The organizational integration of the Contracting Party's services into the ParshipMeet Group's operations is the responsibility of the latter. Service contract services serve to advise and support the ParshipMeet Group. The Contracting Party is responsible for this. However, the Contracting Party is not responsible for the results that the ParshipMeet Group strives for and which are achievable based on the Contracting Party services.

(5) A contract is concluded when the order is signed by the ParshipMeet Group. The day on which the order was signed by the ParshipMeet Group is deemed to be the date of the conclusion of a contract. With the first order, the Contracting Party receives the Special Terms and Conditions of Purchase for IT work and service contracts, which also apply to all subsequent orders until a change has made.

(6) The ParshipMeet Group offers the Contracting Party the conclusion of orders if necessary. However, the ParshipMeet Group has no obligation to offer. Likewise, there is no obligation for the Contracting Party to accept. The Contracting Party can act for third parties.

## **Section 2 Planning and execution conditions, deadline, acceptance, responsibilities of the Contracting Party**

(1) The order contains the "description of the services", the planning and execution conditions, the definition of the functions and specifications (performance features) of a work as well as information about parts, devices, programs and other necessary products to be used as well as the contracting partner's due Compensation.

(2) The Contracting Party must perform his services with the greatest possible care, based on the current state of the art and to the best of his knowledge, and must observe the legal and other applicable regulations.

(3) If the duties of the Contracting Party include the creation of documents and documentation, the Contracting Party is obliged to prepare these documents and documentation correctly and completely.

(4) In the order, the parties can agree a schedule for the provision of services and a planned end date for the termination of service contract services as well as a planned or fixed end date for the completion and handover of work contract services. If dates are mentioned, it can be assumed in case of doubt that they are binding.

(5) In the case of work contract services, the Contracting Party of the ParshipMeet Group will, at the end date, insofar as agreed in the order, provide evidence of the fulfillment of the performance features according to the acceptance criteria specified by the ParshipMeet Group and by means of test data and test scenarios to be provided by the ParshipMeet Group.

(6) The acceptance of work contract services after a successful acceptance test must be made in text form. An implied acceptance, in particular through the use of the service objects by the ParshipMeet Group, is excluded.

Upon acceptance, a protocol must be drawn up by both sides, in which any defects must be documented.

(7) The ParshipMeet Group will provide the Contracting Party with the necessary work requirements for acceptance at the ParshipMeet Group (such as system capacity, visual display units, premises, telephone and network connections, etc.) without charge.

(8) The Contracting Party is obliged to provide all business documents and materials, in particular software and data carriers in the possession of the Contracting Party, including the codes (object and source codes) that he receives from the ParshipMeet Group or which he has created in connection with the provision of his services for the ParshipMeet Group, after completion of its respective work and otherwise at any time at the request of the ParshipMeet Group, provided that the Contracting Party no longer needs it to fulfill its obligations towards the ParshipMeet Group.

(9) When accepting an order from the ParshipMeet Group, the Contracting Party is entitled and obliged to carry out the tasks entrusted to him by the ParshipMeet Group on his own responsibility, independently and at his own discretion.

(10) The Contracting Party is entitled to determine his place of work, his working hours and his work flow himself. However, the Contracting Party will take the circumstances at the ParshipMeet Group or other circumstances into account insofar as the realization of the overall objective of the respective order requires it and when working with other Contracting Parties or employees of the ParshipMeet Group to coordinate working hours to comply with deadlines and the contractual completion of its services.

(11) If the Contracting Party is a natural person, the following also applies:

a) When performing the tasks incumbent on the Contracting Party, the latter is not subject to any instructions from the ParshipMeet Group. Instructions relating to the respective performance result remain unaffected.

b) The Contracting Party is aware that freelance work is not subject to social insurance, so the Contracting Party is responsible for adequate insurance coverage for old-age, care and illness insurance.

c) The Contracting Party undertakes to provide the ParshipMeet Group with the necessary documents and supporting documents should the health and pension insurance institutions carry out an inspection procedure. The ParshipMeet Group must be notified of changes in the Contracting Party's circumstances in text form immediately and without being requested. The Contracting Party undertakes in particular to inform the ParshipMeet Group as soon as he only works for them.

d) If the Contracting Party violates his obligations in accordance with lit. c), the ParshipMeet Group can demand that the employee's social security contributions be reimbursed if a health or pension insurance institution finds employment that is subject to social security contributions.

e) Upon request, the Contracting Party shall notify the ParshipMeet Group at the latest by the day of commencement of its activity whether and to what extent there is private pension insurance to cover old age and disability, and health insurance. The ParshipMeet Group can request the submission of suitable evidence and can be assured text form that there is sufficient social security. The voluntary insurance in a statutory health insurance is also considered sufficient health insurance.

### **Section 3 Changes to the scope of services**

(1) Each of the parties can request changes to the agreed scope of services from the other party in text form. After receiving a change request, the recipient will check whether and under what conditions the change can be carried out and notify the applicant immediately in text form of the consent or rejection and, if necessary, give reasons. If a change request from the ParshipMeet Group requires an extensive review, this will be agreed separately. The Contracting Party can calculate the inspection effort for this if this has been agreed in the individual case.

(2) The contractual adjustments to the agreed conditions and services required for a review and / or change are stipulated in text form (additional amendment agreement /order) and come into effect in accordance with § 1 (3).

#### **Section 4 Prices and terms of payment**

(1) Work and service contract services are calculated at the fixed price specified in the order or in accordance with Section 4.2 on a time and material basis after termination or acceptance of the services, unless a different invoice has been agreed in the order.

(2) In the case of work and service contract services on a time basis, only the working hours incurred without travel times are calculated at the prices specified in the order at the time of the service.

(3) The sales tax is invoiced at the sales tax rate applicable at the time of the service. If the sales tax rate is changed within the contract period, the periods with the respective sales tax rates are deemed to have been agreed separately.

(4) Invoices are settled net after 45 days or within 30 days with a 3% discount. The payment and discount period begins with the contractual and complete provision of the service and with the presentation of a proper and verifiable invoice. The ParshipMeet Group is in default of payment only upon receipt of a reminder in text form.

(5) The ParshipMeet Group is entitled to statutory rights of set-off and retention as well as the defense of the non-fulfilled contract. The ParshipMeet Group is particularly entitled to withhold payments due as long as it is still entitled to claims against the Contracting Party from incomplete or defective services.

(6) Payments by the ParshipMeet Group do not count as acknowledgment of a contractual provision, nor the absence of defects in the deliveries or services, nor as acknowledgment of proper invoicing.

#### **Section 5 Deployment of personnel**

(1) The parties each designate a contact person for mutual coordination and clarification of all questions that arise in the course of the provision of the service. The contact person named by the ParshipMeet Group will provide the Contracting Party with the necessary information, make decisions or bring them about at short notice.

(2) The parties are responsible for the selection, supervision, control and remuneration of their own employees employed during the provision of the service.

#### **Section 6 Subcontracts**

The Contracting Party can have work and service contracts performed in whole or in part by subcontractors determined by him, provided the ParshipMeet Group has agreed to this in text form.

#### **Section 7 Confidential information**

The parties will treat material and not generally known matters of the other party with the care usual in business. Any further protection of particularly confidential information and the associated stipulation of terms and conditions require the conclusion of a separate agreement in text form (confidentiality agreement).

### **Section 8 Property and usage rights**

(1) All rights to the services and work results provided by the contracting party are held exclusively by the ParshipMeet Group even before delivery and at the draft stage. Insofar as the Contracting Party provides services and work results that are subject to industrial property rights and / or copyrights within the framework of the contract and / or orders covered by this, he transfers these upon conclusion of the contract to the ParshipMeet Group, which accepts this transfer. If the corresponding rights are not transferable, the Contracting Party grants the ParshipMeet Group an irrevocable, transferable, exclusive and in terms of content, time and space unlimited right to use the content, upon conclusion of the contract. This applies in particular to software created by the Contracting Party as part of his work for the ParshipMeet Group. This exclusive right arises at the moment when the corresponding services are created, i.e. even before the handover to the ParshipMeet Group. The right extends to all forms of the software, including the source code and its preliminary stages. The ParshipMeet Group is entitled to all property rights, in particular the right to use all types of use, the right to reproduce, physical and non-physical distribution, processing, public reproduction, public access and distribution. Only the ParshipMeet Group is entitled to make the corresponding services and work results the subject of property right applications.

(2) The Contracting Party waives any rights to name the author. He also waives - insofar as this is not necessary to fulfill his obligations towards the ParshipMeet Group - any rights of access to workpieces created by him under this contract or the orders covered by it. The ParshipMeet Group accepts these waivers. The ParshipMeet Group is entitled to mark all work results with their copyright notice or other identifier.

(3) Any transfer of rights and the granting of rights are compensated with the remuneration to which the Contracting Party is entitled. The Contracting Party is obliged to hand over the ParshipMeet Group belonging to software created or edited by him, in particular the source program, object program, program descriptions and user manuals.

(4) If the Contracting Party uses standard software or open source programs, the Contracting Party provides the ParshipMeet Group with the non-exclusive, freely transferable, open-ended, irrevocable, worldwide and unlimited content right of use for all known types of use of the software. The use for the provision of appropriate standard or open source programs to the ParshipMeet Group always requires the consent in text form of the ParshipMeet Group. There is no obligation to provide the source program for standard products.

(5) Ownership of the movables created by the Contracting Party for the ParshipMeet Group is immediately due to the ParshipMeet Group. Corresponding items are to be given by the contract partner as well as source and object codes of the software he may have created for the ParshipMeet Group at any time upon request of the ParshipMeet Group. The Contracting Party is not entitled to a right of retention.

## **Section 9 Third party rights, liability, warranty**

(1) The Contracting Party guarantees that there are no copyrights or other protective rights of third parties that conflict with the rights of use granted to the ParshipMeet Group and that no further rights of use, permits or fees are required so that the ParshipMeet Group can handle the contractual objects in accordance with the contract.

(2) Upon first request in text form, the Contracting Party will keep the ParshipMeet Group free and harmless from all claims by third parties that are asserted against the ParshipMeet Group due to violation or alleged violation of third party property rights. Without prejudice to these obligations, the supplier can either: (a) modify or replace the contractual services in such a way that the violation or alleged violation of third party rights is excluded, provided that the service continues to meet the contractually agreed requirements in all respects; or (b) give the ParshipMeet Group the right to (further) use the services in accordance with the contractual agreement.

(3) If the Contracting Party does not immediately stop the infringement of third party rights, the ParshipMeet Group is entitled, at its own discretion, to withdraw from the contract with regard to the service concerned or to reasonably reduce the fee for the delivery / service concerned. Further statutory claims to which the ParshipMeet Group is entitled, in particular for damages and reimbursement of expenses, remain unaffected.

(4) In addition, the liability and warranty of the Contracting Party are based on the statutory provisions that remain unaffected.

## **Section 10 Termination**

(1) If the duration of an order for the provision of services is not determined, it runs indefinitely. If the period for the ordinary termination of an indefinite-term order for the provision of services is not determined, the ParshipMeet Group shall comply with the deadlines of Section 621 of the German Civil Code and the contract partner can terminate this order for the provision of services during the first six months of the term with a period of one month and thereafter with two months' notice to the end of the month. Any rights of the ParshipMeet Group to immediate termination according to § 627 BGB remain unaffected.

(2) § 649 BGB applies to the termination of orders for the creation of work.

(3) The rights of both parties to terminate the contract without notice for good cause remain unaffected.

(4) Any termination must be in text form.

## **Section 11 Data protection**

(1) The Contracting Party must ensure that all persons entrusted with the processing and fulfillment of the contract comply with the legal provisions on data protection. The obligation to maintain data secrecy required by data protection law must be carried out before the first commencement of the activity of the employees

and the ParshipMeet Group must be proven upon request. The same applies to employees of any subcontractors that may be involved.

(2) Should it become apparent in the course of the contract execution that the contracting party has access to personal data of the ParshipMeet Group and, moreover, that the requirements for order processing within the meaning of order processing of Article 28 GDPR cannot be excluded, the Contracting Party undertakes to immediately and without further remuneration with the ParshipMeet Group an agreement in text form corresponding to the requirements of Article 28 GDPR.

(3) Irrespective of the requirements for order processing in the sense of Art. 28 GDPR the Contracting Party undertakes to comply with the legal provisions on data protection in every case. The Contracting Party undertakes in particular to only collect, process, disclose, make accessible or otherwise use personal data for the purpose agreed with the ParshipMeet Group. According to Art. 32 GDPR, the Contracting Party is obliged to take appropriate technical and organizational measures that are necessary to ensure the protection of personal data. The Contracting Party must delete personal data from their systems immediately if the reason for their processing no longer applies. Irrespective of this, all personal data are to be handed over at the latest upon termination of the contractual relationship between the parties and otherwise at the request of the ParshipMeet Group or deleted immediately.

(4) The ParshipMeet Group is entitled, at its option, to terminate this contract in whole or in part without notice if the Contracting Party culpably fails to meet its obligations under this provision within a reasonable period of time or violates data protection regulations intentionally or through gross negligence.

## **Section 12 General**

(1) Claims of the Contracting Party can only be assigned with the approval of the ParshipMeet Group. Section 354a HGB remains unaffected.

(2) The ParshipMeet Group is entitled to transfer the rights and obligations arising from this contract and the orders as a whole or individually to each of with the ParshipMeet Group affiliated companies. The consent of the Contracting Party is not required.

(3) The law of the Federal Republic of Germany applies to these terms and conditions and all legal relationships between the ParshipMeet Group and the supplier, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods and provisions that refer to other legal systems.

(4) The place of jurisdiction is the seat of the ParshipMeet Group. However, the ParshipMeet Group is free to appeal to the court responsible for the seat of the Contracting Party instead.