

Special Terms and Conditions of Purchase of the ParshipMeet Group for the supply of works and services (version: June 2024)

Preamble

These Special Terms and Conditions of Purchase apply to all deliveries and services of the ParshipMeet Group under a contract for work and/or under a contract for services. In addition to these Special Terms and Conditions of Purchase, the General Terms and Conditions of Purchase of the ParshipMeet Group apply.

1 Conclusion of Contract

(1) The Contracting Party provides the contractual services to the ParshipMeet Group on the basis of a respective individual contract or the Order placed by the ParshipMeet Group (hereinafter jointly referred to as "Order").

(2) A contract is concluded upon signature of the Order by the ParshipMeet Group. The date on which the Order is signed by the ParshipMeet Group is deemed to be the date on which a contract becomes effective. With the first Order, the Contracting Party shall receive the Special Terms and Conditions of Purchase for Services under a contract for work and services, which shall also apply to all subsequent Orders until amended.

(3) Ancillary agreements shall always be drafted in writing. A party may only invoke verbally concluded agreements if said agreement has been confirmed in writing without undue delay. In any case, confirmation must be given within 48 hours at the latest. If a written confirmation is to be subsequently amended, the written confirmation must contain a specific reference to this.

(4) Legally relevant declarations and notifications that are to be made by the Contracting Party vis-à-vis the ParshipMeet Group after the agreement has been concluded (e.g. deadlines, reminders, declaration of withdrawal) must be in writing to become effective.

(5) Services of the Contracting Party shall be identified in an Order as services under a contract for work and/or as services under a contract for services and shall be agreed as such. In case of doubt, the Contracting Party shall be liable for work. With regard to services under a contract for work, the Contracting Party shall be responsible for the supervision, management, and monitoring of the services rendered and for the success of said services. The organizational integration of the services of the Contracting Party into the operational process of the ParshipMeet Group shall be carried out by the Contracting Party under its own responsibility. Contractual services are intended to advise and support the ParshipMeet Group. The Contracting Party shall provide said services its own responsibility. However, the contract partner is not responsible for the results sought after and thus achievable by the ParshipMeet Group based on the Contracting Party's services provided under the contract.

2 Planning and implementation conditions, final deadline, acceptance, responsibilities of the Contracting Parties

(1) The Order contains the “description of the services” as well as the remuneration to which the Contracting Party is entitled.

(2) The Contracting Party shall perform its services with the greatest possible care, on the basis of state of the art science and technology in each case, and to the best of its knowledge. The Contracting Party shall also comply with statutory and other applicable regulations. Performance features named by the ParshipMeet Group do not release the Contracting Party from its responsibility to ensure a technically and economically correct provision of service.

(3) If the Contracting Party's tasks include the creation of documents and documentation, the Contracting Party is obligated to create these documents and documentation completely and in a factually correct manner.

(4) In the Order, the Parties may agree on a timetable for performance and a planned final deadline for the completion of services under the contract for services and agree on a planned or fixed final deadline for the completion and delivery of services under the contract for work. Insofar as deadlines are stated, such deadlines must be assumed to be binding in case of doubt.

(5) In the case of services under a contract for work, the Contracting Party shall prove to the ParshipMeet Group the fulfillment of the performance features in accordance with the acceptance criteria set by the ParshipMeet Group by the final deadline, insofar as this is agreed in the Order.

(6) The acceptance of services under a contract for work after a successful acceptance test shall be done in writing. Implied acceptance, in particular by the ParshipMeet Group making physical use of the objects of performance, is excluded.

(7) Upon accepting an Order placed by the ParshipMeet Group, the Contracting Party is entitled and obligated to carry out the duties entrusted to it by the ParshipMeet Group under its own responsibility, independently, and according to its own professional discretion.

(8) The Contracting Party shall be entitled to determine its own place of work, working hours, and work schedule. However, the Contracting Party shall give due consideration to the prevailing circumstances at the ParshipMeet Group or other circumstances insofar as the attainment of the overall objective of the respective Order requires it and shall coordinate working hours when collaborating with other Contracting Parties or employees of the ParshipMeet Group in Order to meet deadlines and ensure contractual completion of its services.

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

- a) With regard to performance of the duties incumbent upon the Contracting Party, the Contracting Party is not subject to any instructions of the ParshipMeet Group. Instructions pertaining to the respective performance result shall remain unaffected.
- b) The Contracting Party is aware that freelance work is not subject to social security contributions; consequently, the Contracting Party is responsible for ensuring sufficient insurance cover for old-age, long-term care, and health care provision.
- c) The Contracting Party is obligated to provide the ParshipMeet Group with the necessary documents and receipts if an investigation is carried out by the health and pension insurance bodies. The Contracting Party must notify the ParshipMeet Group of relevant changes of circumstance in this regard. The Contracting Party must provide such notification in writing, without undue delay, and without being requested to do so. In particular, the Contracting Party is obligated to inform the ParshipMeet Group as soon as the Contracting Party is acting solely on its behalf.
- d) If the Contracting Party breaches its obligations according to lit. c), the ParshipMeet Group can demand reimbursement of employee contributions to the social insurance in the event that a health or pension insurance body establishes an employment relationship subject to social insurance.
- e) The Contracting Party shall notify the ParshipMeet Group upon request, and no later than the day of commencing its activity, whether and to what extent a private pension insurance policy exists to cover old age and invalidity and whether and to what extent a health insurance policy exists. The ParshipMeet Group can demand the submission of suitable evidence and require written assurance that there is sufficient social security cover in place. Voluntary insurance in a statutory health insurance scheme shall also be considered sufficient health insurance.

3 Order changes for performance of work

- (1) If the Contracting Party owes the provision of work, the ParshipMeet Group has the right to change the Order services. The Contracting Party is obligated to implement these changes, insofar as they are reasonable.
- (2) In the case of Order changes, the Contracting Party is obligated to submit a corresponding offer in text form for the change scope seven days after being requested to do so by the ParshipMeet Group. In addition to changes to the price and performance, this offer must in particular include the effects on deadlines. The contractual adjustments to the agreed conditions and services required for a review and/or a change shall be stipulated in writing (additional change agreement/Order) and shall enter force in accordance with section 1.
- (3) The Contracting Party is obligated to perform additional services requested by the ParshipMeet Group at the prices on which this Order is based. For services not listed in the Order, remuneration must be offered according to average conditions standard on the market. If an agreement cannot be reached, the ParshipMeet Group has the right to (partial) termination of this contract. All services incurred up to this time are to be compensated. Additional claims, in particular to lost profit, do not exist.

(4) The ParshipMeet Group also has the right to reduce Order services to up to 20% of the Order value and reduce remuneration accordingly without the Contracting Party charging the ParshipMeet Group other costs or lost profit for this. In the case of reductions in the scope of service beyond this, the parties shall reach an agreement in good faith on a reasonable reduction in the overall remuneration.

4 Notification of concerns, obstruction notice

The Contracting Party shall inform the ParshipMeet Group immediately in writing insofar as the Contracting Party has concerns about the nature of the performance of the delivery/service desired by the ParshipMeet Group or insofar as the Contracting Party considers itself hindered in the performance of its delivery/service by third parties or by the ParshipMeet Group.

5 Prices and payment terms

(1) Services under a contract for work and services shall be invoiced at the fixed price stated in the Order or on a time and material basis after completion or acceptance of the services, unless another form of invoicing method has been agreed in the Order.

(2) In the case of services on a time basis under a contract for work and services, only the working hours incurred, excluding travel times, shall be invoiced at the prices stated in the Order at the time of performance.

(3) The remuneration covers all services to be rendered by the Contracting Party, including any granting of rights. There are no automatic price adjustments.

(4) Payments of the ParshipMeet Group shall neither be deemed to be an acknowledgment of performance in accordance with the contract, nor of freedom from defects vis-à-vis the deliveries or services provided, nor as an acknowledgment of proper invoicing.

6 Deployment of personnel

(1) The Parties shall each appoint a contact person for mutual coordination and clarification of all issues arising in the course of performance. The contact person appointed by the ParshipMeet Group shall provide the Contracting Party with the necessary information at short notice, make decisions, or effect decision making.

(2) The Parties shall be responsible for the selection, supervision, management, control, and remuneration of their own employees during performance. The Contracting Party will only render the services with employees who have the necessary knowledge and experience and who render the agreed service according to the principles of proper professionalism. The Contracting Party shall be obligated to arrange for all permits, notifications, levies, and other requirements necessary for deployment of employees itself and at its own expense and responsibility. The Contracting Party must also comply with all other provisions of labor law. The right to issue instructions to employees and the right to assign or supplement duties shall always remain the right of the Contracting Party.

7 Participation of the ParshipMeet Group

(1) The ParshipMeet Group will participate within the meaning of an obligation in the performance of the contract, insofar as such participation is contractually agreed and necessary.

(2) The Contracting Party is obligated to request the participation of the ParshipMeet Group within a reasonable period of time and provide details of said participation in the request. If the request is not made, the ParshipMeet Group shall not be in default with the participation and the Contracting Party cannot refer to improper participation. The ParshipMeet Group shall only be responsible for insufficient or delayed participation insofar as the ParshipMeet Group is responsible for this.

8 Subcontracts

The Contracting Party may have services under a contract for work and services performed, in whole or in part, by subcontractors determined by the Contracting Party, provided that the ParshipMeet Group has agreed to this in writing.

9 Rights of use

(1) Insofar as not otherwise regulated in the Order, the Contracting Party irrevocably transfers the exclusive rights of use to work results arising from and/or acquired by it within the scope of the activity for the ParshipMeet Group to the ParshipMeet Group, which are unlimited in terms of time and place. This includes in particular any rights of use under copyright or ancillary copyright law or other rights of use, such as in particular the right to reproduce, distribute and exhibit, the right to recite, perform and present as well as the right to make the content available to the public and to broadcast it. The right of use extends to all types of use known and unknown at the time of conclusion of the contract and includes in particular full or partial use in all digital and analogue media (e.g. websites, video platforms, social media, apps, newsletters, magazines, newspapers, flyers, posters, etc.). This also includes, in particular, use for advertising purposes. Furthermore, the Contracting Party transfers the right to modify, extend and further develop the content and, in particular, to create new content on this basis. Use shall also be possible without naming the author. These rights may also be transferred in whole or in part to third parties and sublicensed.

(2) All supplementary documents supplied by the Contracting Party shall notwithstanding the transfer of the rights of use become the property of the ParshipMeet Group when such documents are surrendered. The latter shall be entitled to use, reproduce and destroy said documents extensively without any further remuneration.

10 Use of generative artificial intelligence

If the work results were created using software or systems that use machine learning technologies, artificial intelligence or similar technologies to generate content, the Contracting Party is obliged to inform ParshipMeet Group about this and to indicate the extent to which the work results were created by this

software or system. The Contracting Party warrants that it is authorized to create the work results using the aforementioned software or systems and to share them with the ParshipMeet Group for the purpose of use by the latter.

11 Warranty and indemnification

(1) The Contracting Party guarantees that the work results do not infringe any rights of third parties. Furthermore, it guarantees that it holds the rights to the work results to the extent described above and that it may transfer them without restriction. It further guarantees that the author has waived the right to be named. If the likeness of recognizable persons is depicted in the content, the Contracting Party guarantees that there is a legal basis that also permits use by the ParshipMeet Group. Should the Contracting Party subsequently become aware that third party rights to the content may exist, it must notify the ParshipMeet Group of this immediately.

(2) Insofar as a claim is made against the ParshipMeet Group by a third party on the grounds that the use of the work results infringes its rights, the Contracting Party shall be obligated to indemnify the ParshipMeet Group in full against such claims upon first written request. The indemnification obligation of the Contracting Party shall include all expenses incurred by the ParshipMeet Group arising from or in connection with the claim by a third party, including the costs of legal defense.

11 Acceptance

(1) Acceptance occurs if the Contracting Party owes the provision of a work service. Acceptance is the ParshipMeet Group's recognition of the Contracting Party's provision of services pursuant to the contract. Unless agreed otherwise, the place of acceptance is the place of use of the work. The acceptance must take place in writing. Commissioning/use of the work or payment by the Contracting Party does not result in acceptance.

(2) To carry out acceptance, the Contracting Party gives the ParshipMeet Group the work set up or installed, functioning, tested and operational at the agreed time of completion.

(3) Acceptance requires a successful and fault-free acceptance test of the system. Unless agreed otherwise, the acceptance test consists of an at least two-week utilization at the ParshipMeet Group, during which the contractually specified functionalities and performance specifications are tested. The acceptance test is performed by the ParshipMeet Group with the cooperation of the Contracting Party.

12 Termination

(1) Insofar as the duration of an Order for the provision of services is not determined, it shall run for an indefinite period. If the notice period for ordinary termination of an Order for the provision of services running

for an indefinite period is not determined, such an Order can be terminated by the ParshipMeet Group in compliance with the notice periods of section 621 German Civil Code (BGB) and by the Contracting Party during the first six months of the term with a notice period of one month to the end of the month and thereafter with a notice period of two months to the end of the month. Any rights of the ParshipMeet Group to immediate termination in accordance with section 627 German Civil Code (BGB) shall remain unaffected.

(2) Section 649 of the German Civil Code (BGB) shall apply to the termination of Orders for the performance of work.

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

(4) Any notice of termination must be in writing.