

The following General Terms and Conditions of Wirelane GmbH (hereinafter "Wirelane"), Prinzregentenplatz 15, 81675 Munich, telephone: +49 (0) 89 230 249 04, regulate the sale and installation of the products and related services provided by Wirelane to entrepreneurs (hereinafter "customer"). Last revised November 2020.

I. Introductory Regulations

1. Subject Matter of the Terms

1.1 These General Terms and Conditions apply to (i) the sale of Wirelane charge stations with accessories, RFID cards and other Products and (ii) the installation and commissioning of Wirelane charge stations by Wirelane.

1.2 The terms apply to the acquisition of products as well as the commissioning of services for entrepreneurs. An entrepreneur is a natural person or legal entity or a partnership with legal capacity who/which, when commissioning Wirelane, acts in the exercise of its commercial or independent professional activity. Entrepreneurs within the meaning of the Terms are also legal entities under public law and public-law special funds.

1.3 Other regulations, especially the customer's general terms and conditions, shall not apply, even if Wirelane has not expressly objected to them or if Wirelane accepts or executes a service without reservation in the knowledge of them.

2. Supplements and Expansion of Services

2.1 Wirelane reserves the right to supplement or expand the services that are the subject of the terms as well as to add new services and in these cases to supplement or expand the terms as well as the specifications of services referenced in the Terms accordingly. This shall only result in obligations for the customer if the customer concludes an agreement with Wirelane on a supplemented or extended service.

2.2 Wirelane shall inform the customer of the additions or extensions at least four (4) weeks before they take effect in writing or text format.

II. General Regulations

1. Definitions

1.1 *Acceptance of installation* means acceptance of the installation and commissioning services by the customer;

1.2 *Charge point* means the respective charging device through which an end user's e-vehicles can be charged. This can be a socket, or a charge cable that is connected to the device. Each charge point communicates with the back-end through which the firmware updates for Wirelane charge points are charged. The SaaS software must be licensed separately for each charge point. One charge station may have several charge points;

1.3 *Charge station* is the charge device for e-vehicles manufactured by Wirelane, which has one or more charge points;

1.4 *Configuration* means the parameters individually selectable by the customer for a charge point and to be set by Wirelane;

1.5 *Contractual services* are the services which are provided by Wirelane or third parties commissioned by Wirelane on the basis of Individual Agreements concluded between Wirelane and the customer;

1.6 *Cost estimates* are the cost calculations to be prepared by Wirelane or a third party commissioned by Wirelane in advance of contractual services on behalf of the customer;

1.7 *End Users* are the customer's or its EMP's end customers, which use the charge points for recharging their e-vehicles;

1.8 *Goods subject to retention of title* means the products

delivered by Wirelane subject to retention of title;

1.9 *Individual Agreement* is the agreement to be concluded between Wirelane and the customer for the provision of each one of the services offered. The Individual Agreement in the means of these terms can be preplaced by an order confirmation.

1.10 *Installation services* means the services in the context of the installation and commissioning of the products as further described in Part IV.;

1.11 *Parties* shall mean the Customer together with Wirelane;

1.12 *Place of performance* is the place where installation, support and service level services are provided;

1.13 *Products* means the products manufactured and sold and distributed by Wirelane, which the customer is offered to purchase;

1.14 *Specification of services* means the specification of the offer of services included in the Individual Agreement of the offered contractual services;

1.15 *Technical requirements* are the wiring and connections to be produced and made available by the customer for the respective contractual service as well as other software and hardware requirements to be met by the customer, as they result from the order confirmation, the Individual Agreement, the specification of services or an instruction manual provided by Wirelane;

1.16 *Terms* means these General Terms and Conditions;

1.17 *Working Days* are the days from Monday to and including Friday, excluding national holidays in Germany.

2. Individual Agreements

2.1 The products to be delivered by Wirelane and the contractual services to be provided shall each be defined and agreed upon in detail in an Individual Agreement to be concluded between Wirelane and the customer and / or the order confirmation. The individual contractual services may be commissioned in combination or separately, unless otherwise stipulated in these terms.

2.2 Wirelane's offers are without engagement.

2.3 Purchase orders must be placed in writing or text format, using the order form provided by Wirelane to the customer. They only become binding for Wirelane when the order confirmation is sent in writing or text format, but at the latest when Wirelane begins to provide its services.

2.4 Wirelane may accept purchase orders within two (2) weeks of receipt. If Wirelane does not accept the purchase order within this period, the customer is entitled to cancel its purchase order until receipt of the order confirmation or the beginning of the provision of services

2.5 The content and scope of the agreed services are determined in the following order (i) the Individual Agreement with annexes; (ii) of the order confirmation; (iii) of the referenced specification of services; (iv) these terms; and (v) the statutory provisions.

2.5 Wirelane is not obliged to accept purchase orders from the customer, even in the case of an ongoing business relationship between Wirelane and the customer.

3. Cost Estimates

3.1 If agreed upon in the order confirmation and in the Individual Agreement, Wirelane may charge a fee for cost estimates prepared in the context of the contractual services.

3.2 Cost estimates are not binding. They refer exclusively to the information available to Wirelane at the time of their creation. Wirelane accepts no liability for the correctness of cost estimates.

3.3 If a cost estimate is exceeded by 20% or more, Wirelane shall



inform the customer without undue delay in writing or in text format.

3.4 The termination of the respective Individual Agreement by the customer is only possible if a cost estimate is exceeded by more than 20%. Notices of terminations shall only be valid if recorded in writing.

4. Properties and Condition, Guarantees, Changes

4.1 All details and data concerning the contractual services, especially a reference to technical standards (e.g. DIN standards) as well as figures, drawings and technical information, which are made public by Wirelane, especially in the advertising, in brochures or other documents, are not part of the agreed properties and condition, unless they are expressly agreed upon in the order confirmation or in the Individual Agreement.

4.2 Guarantees are only binding for Wirelane if they are expressly agreed as a guarantee in the Individual Agreement and the Wirelane's obligations under the guarantee are defined in detail.

4.3 Wirelane reserves the right to make changes and improvements to the contractual services, if services of the producers, suppliers or subcontractors change and these changes lead to not only insignificant changes to the subject matter of the service. In other respects, Wirelane reserves the right to make changes and improvements to the contractual services in the context of the technical development or due to changed legal requirements, as long as they do not impair the usability of the products and services for the contractually intended purpose and they are reasonable for the customer in consideration of the interests of the parties. Wirelane shall inform the customer of the change or improvement in writing or text format in advance.

5. Provision of Services

5.1 Service deadlines and service dates are non-binding, unless they are expressly designated as binding in the order confirmation, the Individual Agreement or the specification of services. The customer may request Wirelane in writing to perform the service two (2) weeks after exceeding a non-binding service deadline or a non-binding service date. After receipt of the written request, Wirelane shall be in default, unless Wirelane is not at fault.

5.2 Partial services are permissible, provided that this is reasonable for the customer, especially if the provision of the contractual services is otherwise ensured and the customer does not incur any significant additional work or costs. Any partial service permitted or approved in this sense may be billed separately.

5.3 The customer shall be in default of acceptance if it does not accept the product offered or the service provided in accordance with the Agreement at the end of the binding service deadline or on the agreed performance date. In the case of non-binding service deadlines or service dates, Wirelane may notify the customer that the contractual service can now be provided; if the customer does not accept the contractual service within two (2) weeks of receipt of the notice that the service can now be provided, it shall be in default of acceptance. In the aforementioned cases, default of acceptance also occurs if Wirelane stores products at the customer's request.

6. Customer's General (Cooperation) Obligations, Authorisations

6.1 The customer is obliged (i) to carry out the acts of cooperation necessary for the provision of the contractual services at its own expense and (ii) to provide Wirelane upon request with the information and objects required by the customer for the

provision of the contractual services free of charge; Wirelane is entitled to use these for the purpose of the provision of the services.

6.2 If the customer fails to provide the required acts of cooperation or fails to provide these in good time, the service deadlines shall be prolonged or the service dates postponed by a corresponding period of time, plus a reasonable start-up period. If the delay on the part of the customer lasts two weeks or more, Wirelane may withdraw from the respective Individual Agreement, without prejudice to the rights to which it is otherwise entitled.

6.3 The customer is obliged to comply with all applicable legal and regulatory requirements in connection with the contractual services. The customer shall obtain or make all necessary approvals and registrations in connection with the installation and the operation of the products in due time prior to provision of the services. Wirelane is entitled to withhold contractual services from the customer if the customer breaches the aforementioned obligations.

7. Prices and Fees

7.1 The prices and fees agreed in the order confirmation and in the Individual Agreement shall apply.

7.2 Any value added tax that may be incurred shall be charged separately at the statutory rate applicable at the time and shall be payable by the customer.

8. Payments, Default of Payment, Deterioration of the Financial Situation

8.1 Unless agreed otherwise between the parties, invoices must be issued from the time of the provision of the service or default of acceptance. Unless agreed otherwise, invoices must be paid without deduction to the account indicated by Wirelane within twenty-one (21) days from invoice date, with the exception of agreed and billed SaaS reductions. Payments must be made in euros. Banking fees must be borne by the customer.

8.2 If the payment deadline is exceeded, the customer shall automatically be in default without a warning notice. The timeliness of the payment shall be determined by the entry of the invoice amount on the account indicated by Wirelane.

8.3 In the event of default of payment, Wirelane is entitled to request default interest in the amount of nine (9) percentage points above the currently applicable base interest rate. The assertion of further damage is not affected by this.

8.4 If it turns out that the fulfilment of the customer's (existing or future) payment obligations is jeopardised due to its financial situation (especially, but not conclusively when (i) the customer suspends its payments, (ii) insolvency proceedings regarding the customer's assets are opened, an application is filed in this regard, or the proceedings are not opened due to a lack of assets, (iii) pledging or debt enforcement measures against the customer are taken; (iv) bill or cheque protests are raised; or (v) direct debit returns occur, and namely also vis-à-vis resp. to third parties), Wirelane is entitled, at its own choice, to retain the contractual service up until the advance payment of the agreed remuneration, or up until the furnishing of appropriate collateral. This also applies when the customer repeatedly (at least in two (2) subsequent calendar months or in three (3) calendar months within a period of twelve (12) months) is in default of payment and as a result of this justified doubt about the customer's solvency or credit standing exists.

III. Sale of Products

1. Scope



This Part III. regulates exclusively the purchase of the products by the customer.

2. Properties and Condition of the Products

2.1 The properties and condition of the products results from the order confirmation and / or the Individual Agreement as well as the data sheet referenced in the Individual Agreement.

2.2 Many products, especially the charge stations, can possibly be configured by the customer according to the parameters specified by Wirelanc. If the customer chooses a specific configuration, this shall result from the order confirmation and the Individual Agreement.

3. Terms and Conditions of Delivery

3.1 Deliveries are EXW Incoterms 2010 from Wirelanc's registered office or, at Wirelanc's discretion, from the registered office of the Wirelanc's respective supplier.

3.2 Wirelanc may arrange for the shipment for the customer at the customer's request and at Wirelanc's discretion. In this case as well, the shipment shall be at the customer's risk. Wirelanc reserves the right to bill the customer the shipping costs.

3.3 Wirelanc shall not be in default if Wirelanc's suppliers do not deliver to Wirelanc, do not deliver to it in accordance with purchase orders placed or do not deliver to it on time for reasons beyond Wirelanc's control, or if a force majeure event occurs. Wirelanc shall inform the customer about this and shall inform it of a new delivery date.

4. Prices, payments

4.1 The prices of the selected products result from the order confirmation and/or the Individual Agreement.

4.2 The prices are EXW Incoterms 2010, plus packaging, shipping and, if requested, transport insurance.

4.3 The purchase price of a charge station is also due upon delivery if the customer commissions further contractual services.

5. Retention of Title

5.1 Wirelanc shall retain title to the products until full payment of all outstanding receivables from the business relationship between Wirelanc and the customer. If a current account relationship exists, Wirelanc reserves the right to retain the title until the receipt of all payments from acknowledged account balances.

5.2 Any processing or restructuring of the goods subject to retention of title by the customer shall take place for Wirelanc. If this occurs with foreign objects not belonging to Wirelanc, or if the goods subject to retention of title are inseparably connected with such foreign objects, Wirelanc shall acquire co-ownership of the new object in the ratio of the value of the goods subject to retention of title to the foreign objects; in other respects, the same applies to the new object as to the goods subject to retention of title. If a connection is made in such a way that the customer's item is to be regarded as the main object, the customer shall transfer co-ownership to Wirelanc on a pro-rata basis.

5.3 The customer is prohibited from selling, pledging or assigning the goods subject to retention of title by way of security before acquiring ownership of the goods subject to retention of title. The customer is obliged to inform Wirelanc of the ownership of the goods subject to retention of title in the event of compulsory attachments and other impairments of the owner's interests and inform Wirelanc of this without undue delay in writing.

5.4 In the cases of Part II. item 8.4., Wirelanc is entitled, after the

unsuccessful expiry of a grace period of two (2) weeks, to take back the goods subject to retention of title, excluding any rights of retention on the part of the customer, and to enter the customer's business premises the during normal business hours for these purposes; in the cases of Part III. item 5.2, Wirelanc is entitled to take back in proportion to the co-ownership shares.

5.5 After taking back the goods and prior threat of penalty, Wirelanc is entitled to utilize the goods subject to retention of title reasonably. The proceeds of the utilization must to be set off against the customer's liabilities, less reasonable utilization costs.

5.6 A withdrawal from the Individual Agreement is not necessary. Demands for surrender, taking back, threats of penalties or utilization do not constitute a withdrawal from the purchase agreement either.

6. Notice of Defects

6.1 The customer's rights in respect of defects presuppose that the customer fulfil its obligations arising from Section 377 German Commercial Code [HGB] and duly give notice of any defects discovered. Acceptance of the products may not be refused due to merely insignificant defects.

6.2 Notices of defects must be issued to Wirelanc in writing or in text format, stating the defect. If the delivery of the products is made directly by Wirelanc's supplier to the customer, the customer's notices of defects must be reported to Wirelanc as well as to the supplier.

6.3 Wirelanc must be notified of notices of defects due to incomplete delivery and other, obvious defects immediately, but at the latest within seven (7) days after delivery or within 24 hours after installation and commissioning. Other defects must be reported without undue delay, at the latest, however, within seven (7) days after their discovery.

6.4 The above regulations also apply if the customer commissions other contractual services for the products.

7. Warranty and Liability

7.1 Defective products must be made available to Wirelanc for testing on request. Section 439 Para. 2 German Civil Code [BGB] remains unaffected.

7.2 For defective products, Wirelanc shall, at its own choice, provide supplementary performance by either eliminating the defect (rectification of defects) or delivering a defect-free item (subsequent delivery).

7.3 If a product infringes a patent, copyright or any other third-party industrial property right, Wirelanc may, at its choice, modify or also replace the product so that the third party's rights are no longer infringed, but the product continues to fulfil the contractually agreed functions, or the customer can obtain the owed right of use or ownership of this by concluding a license agreement.

7.4 In the event of infringements of rights to products delivered by other manufacturers or suppliers, Wirelanc shall, at its choice, either assert its claims against these for the customer's account or assign the claims to the customer. Claims against Wirelanc only exist in these cases if the judicial enforcement of the aforementioned claims against the manufacturer and suppliers was unsuccessful or is futile, for example due to insolvency.

7.5 The period of limitation for claims for defects is one (1) year from delivery. This limitation shall not apply, however, if (i) a defect has been fraudulently concealed; or (ii) a guarantee has been given for the quality of a product (in this respect, the claims arising from a given guarantee shall apply, if applicable). In the event of claims for damages, this limitation shall further not apply in the following cases: (i) liability under the Product Liability Act



[*Produkthaftungsgesetz*], (ii) injury to life, body or health, (iii) intent, and (iv) gross negligence by Wirelane's executive bodies or executive staff members.

7.6 In other respects, the customer's warranty and liability claims shall be in accordance with the provisions in Part V. item 1.

IV. Installation Services

1. Scope

This Part IV. exclusively regulates the provision of installation and commissioning services for charge stations by Wirelane or a third party commissioned by Wirelane.

2. Specification of Services

2.1 The installation services may include the connection of the charge stations with the power cable at the agreed installation site, the commissioning of the charge stations and the testing of the hardware available at the installation site for the operation of the charge station.

2.2 The scope of services of the installation services results from the order confirmation, the Individual Agreement and from the specification of services for the installation services referenced in the Individual Agreement.

2.3 Agreed service dates for the installation services are binding.

3. Acceptance of the Installation

3.1 Unless otherwise agreed, a formal acceptance installation must be carried out. This shall be concluded by the signing of an acceptance protocol by the customer on the one hand and by Wirelane or the installer providing the installation services on the other hand.

3.2 The customer may not refuse acceptance of the installation due to minor defects. A minor defect in the sense of this provision is a defect that does not restrict the use of the charge station for its intended purpose and does not cause any fear of consequential damage to devices and equipment connected to the charge station.

3.3 If the charge station is sold to the customer by Wirelane, the transfer of risk and ownership to the charge stations is subject to Part III. items 3.1 and 5.

4. payments

The full remuneration for the installation services is due at the latest upon the acceptance of the installation, unless an earlier date has been agreed in the order confirmation or in the Individual Agreement. Wirelane may request partial payments according to the progress of the services.

5. Customer's Special Cooperation Obligations

5.1 The customer is obliged to inform Wirelane of the exact details of the place of performance before provision of the installation services, possibly by adding corresponding plans.

5.2 The customer is obliged to meet the Technical Requirements at its own expense. Any interfaces to be provided by the customer result from the order confirmation, the Individual Agreement or the specification of services for the installation.

5.3 The customer is obliged to confirm in writing to Wirelane prior to commencement of the installation services, where applicable using a form provided to the customer by Wirelane, that (i) the Technical Requirements have been met in proper form, its unrestricted function has been inspected and is suitable for the installation and operation of the charge stations; (ii) the place of performance is designed for the number of the intended charge stations, and especially can carry the intended number of the charge stations; and (iii) the customer's network connection has

the necessary capacity.

5.4 The customer is obliged (i) to provide Wirelane with access to the place of performance required for the provision of the installation services; (ii) to make the place of performance safe for traffic with regard to the installation services (including possibly required construction site safety measures); (iii) to coordinate the provision of the installation services with other trades at the place of performance; and (iv) to perform or provide the cooperation services provided for in the specification of services for the installation on the agreed service dates at its own expense. Further details may result from the order confirmation, the Individual Agreement or the specification of services for the installation.

5.5 Unless otherwise agreed, the customer is responsible for the proper disposal of residues and waste in connection with the installation services.

6. Warranty Claims, Liability

6.1 If commissioned installation services are executed in a defective manner, Wirelane shall provide supplementary performance through the defect-free provision of the installation services.

6.2 The limitation period for warranty rights is one (1) year from acceptance of the installation. This limitation shall not apply when (i) a defect was wilfully concealed; or (ii) (ii) a guarantee for the quality of an installation service has been given (in which case the claims arising from the guarantee shall apply). In case of claims for damages, this limitation shall not apply in the following cases: (i) injury to life, body or health, (ii) intent and (iii) gross negligence of Wirelane's executive bodies or executive staff members.

6.3 In all other cases, the customer's warranty and liability claims are governed by the provisions in Part V. item 1.

V. Conclusive Regulations

1. Liability

1.1 Wirelane's liability for damage in the event of simple negligence is limited to damage from the breach of material contractual obligations, whose fulfilment makes the proper implementation of the Agreement possible at all in the first place and where the customer regularly relies on and may rely on compliance with such obligations. In this case, the liability shall be limited to the typical, foreseeable damage.

1.2 This limitation of liability applies equally to damage that is caused with gross negligence by Wirelane's employees or authorised agents, who are not members of Wirelane's executive bodies or executive staff members.

1.3 Any liability of Wirelane for immaterial, indirect consequential damage, including among other things for lost profit, sales losses or contractual losses that are caused or arise through non-compliance with or non-fulfilment of contractual obligations on the part of Wirelane are excluded.

1.4 In the cases of Part V. item 1.1 the limitation period shall be two (2) years from the time when the claim arose and the customer has obtained knowledge of the circumstance establishing the claim. Regardless of the customer's knowledge, the claim shall be time-barred three (3) years after occurrence of the event triggering the damage.

1.5 In the case of the sale of products, the limitation period for damages claims due to defects shall be in accordance with Part III. item 7.4. In the case of the installation services, the limitation periods for damages claims due to defects shall be in accordance with Part IV. item 6.2.

1.6 If Wirelane is liable as per this Part V. item 1, Wirelane's liability in the case of the provision of installation services is



limited to the ten times the fee of the respective installation service in connection with which the damage has occurred.

1.7 The foregoing limitations of liability apply to all damages claims regardless of the legal ground, with the exception of the customer's damages claims (i) due to intent, (ii) under the German Product Liability Act [Produkthaftungsgesetz], (iii) due to wilfully concealed defects, (iv) due to defects regarding which a guarantee of quality was assumed (regarding this, possibly the liability regulation resp. limitation period resulting from the warranty), (v) from the injury of life, limb or health or (vi) due to gross negligence by Wirelane's executive bodies or executive staff members.

1.8 Wirelane is only liable for the loss of data, (i) in the context the foregoing limitations of liability and (ii) if and insofar as this loss would not have been avoidable through appropriate data protection measures by the customer.

1.9 The foregoing limitations of liability shall also apply to the customer's damages claims against Wirelane's executive bodies, executive staff members, employees or authorised agents.

1.10 If Wirelane offers supplementary performance, this shall not constitute an acknowledgement of a legal obligation in this regard.

1.11 In the case of a rectification of defects, the original limitation period concerning the product or the service shall continue to run. The same applies in the case of the delivery of a substitute product.

1.12 If the rectification of defects is ultimately unsuccessful, the customer may withdraw from the respective Individual Agreement. The right to reduce the agreed service is expressly excluded.

1.13 If Wirelane realises in the context of the rectification of defects that in actual fact no defect of the product or the agreed service existed, the customer must pay the reasonable and usual costs of the services provided by Wirelane. This also applies when Wirelane grants supplementary performance, without the requirements for this being met.

1.14 The provisions in the foregoing Part V. items 1.1, 1.10 sentence 2 and Part III. item 7.4 shall not apply when the last Agreement in the supply chain is an Agreement with a consumer within the meaning of Par. 13 BGB. In this case, inasmuch the statutory provisions shall continue to apply.

2. Force Majeure

2.1 The Parties shall not be liable for and shall not be obliged to compensate for any damage suffered by either of them as a result of the occurrence of a force majeure event.

2.2 A force majeure event is a process, event or circumstance or a combination of processes, events or circumstances that meet the following cumulative conditions (i) the event is beyond the control of the parties; (ii) it could not have been avoided or remedied by the affected party acting in a reasonable and prudent manner (including through reasonable foresight); and (iii) it results in the fulfilment of the obligations of the affected party in accordance with this Agreement being prevented or delayed.

2.3 Without limiting the general validity of the foregoing, a Force Majeure Event may include one or more of the following processes, events or circumstances, or a combination thereof, but only to the extent that it meets the conditions specified in Part V. item 2.2 (i) A natural event including drought, fire, earthquake, landslide, flood, storm, hurricane, lightning, tornado or other natural disaster; (ii) An epidemic or disease; (iii) A strike in a plant related to the services and products covered by the Agreement; (iv) Fire, explosion or radioactive or chemical contamination; (v)

An aircraft crash, shipwreck or train accident.

2.4 The following events shall not constitute a case of force majeure, unless and to the extent that they are directly attributable to a Force Majeure Event:

(i) late delivery or interruption in the delivery of machines, equipment, materials or consumables;

(ii) any delay in performance by a Party caused by the Party (or its subcontractors) failing to use sufficiently qualified subcontractors or employees or a reasonable number of employees to perform the relevant tasks;

(iii) wear and tear or accidental defects in products, materials or equipment or breakdown or failure of equipment or machinery.

2.5 The occurrence of a Force Majeure Event shall result in the suspension of the performance of the obligations of the party affected by the Force Majeure Event, without that party being liable for the entire duration of the Force Majeure Event as a result of the interruption of the service or the defective fulfilment of its obligations due to the event.

2.6 Each party undertakes to notify the other party without undue delay by registered letter / advice of delivery of the occurrence of a Force Majeure Event in accordance with the provisions of Part V. items 2.2 or 2.3.

2.7 If a case of force majeure continues for more than two (2) consecutive months, the Parties shall sit down together to reach a decision on the fulfilment of a contract or the Agreement as a whole. If they are unable to reach an agreement, either of the parties may terminate the current contract or, if a continuation of the Agreement does not appear conceivable, the Agreement as a whole.

3. Property Rights

3.1 Wirelane remains the owner of all patents, copyrights and other industrial property rights in connection with the contractual services, especially all patents, copyrights and other industrial property rights of the SaaS software and the Wirelane systems.

3.2 The customer shall immediately inform Wirelane in writing if claims are asserted against it due to the infringement of the industrial property rights mentioned in Part V. item 3.1.

4. Confidentiality Obligations

4.1 The Parties are obliged to treat the information disclosed to them when implementing this Agreement, as well as knowledge that they obtain in the context of the collaboration regarding matters - e. g. of a technical, business or organisational nature - from the other party to the Agreement in each case and its customer or other partner as confidential. Disclosed knowledge may not be made available, realised, used or made accessible to a third party, neither during the term of the Agreement, nor after the end of this Agreement without the prior written consent of the party concerned. The use of disclosed information is limited to the absolutely necessary use for the implementation of this Agreement.

4.2 The parties shall apply the same care with regard to the protection of the know-how of the other party in each case that they apply to protect their own confidential information, but in any case at least the care of a prudent businessperson.

4.3 This confidentiality obligation includes the entire know-how, including all documents, materials, drawings, data and articles that the parties have mutually made available and/or are still providing.

4.4 The Receiving Party is not entitled to use the know-how for its own purposes or for third-party purposes. The Receiving Party is likewise prohibited from applying for registration of industrial property rights for the know-how or parts of this.



4.5 The foregoing obligations shall apply for a period of five (5) years from the receipt of the respective information.

4.6 If the Receiving Party no longer requires the confidential information this and all copies of this must be returned to the other party or deleted.

4.7 This confidentiality obligation does not cover (i) such know-how that was and/or shall be developed independently by the Receiving Party; (ii) know-how that is provided to the receiving Party by a third party without a breach of a confidentiality agreement; (iii) know-how that is publicly known at the time of the disclosure, or (iv) becomes known to the public subsequently without restriction; or (v) if the disclosure is ordered due to a final and conclusive decision of a competent public authority or a judgment of a competent court declared *res judicata*. The affected party here shall inform the other party in each case about an official or court order as soon as it has obtained knowledge that such an order could be issued and about the proceedings in question. Upon corresponding request, the party obliged to disclose must issue any authorisation for the institution of proceedings that it considers to be appropriate in order to protect its confidentiality interests to the other party in each case.

4.8 The party that invokes the existence of one of the above-mentioned exceptions shall bear the burden of proof for the existence of the respective exception.

5. General Data Protection Provisions

5.1 The parties affirm that their undertakings that an organisation corresponding to statutory data protection and meet the statutory requirements for processing personal data at any time. This includes especially, but not exclusively that the parties (i) maintain appropriate technical and organisational measures for the protection of unauthorised resp. unlawful processing, an inadvertent loss or the destruction of personal data; (ii) meet their personal information and disclosure obligations to the holders of personal data at any time; (iii) have deletion concepts that correspond to the statutory requirements; and (iv) shall only transfer data to third states outside of the European Union resp. the European Economic Area when the transfer of the data is permitted as per Art. 45 GDPR by the European Commission, appropriate measures within the meaning of Art. 46 GDPR were reached, or one of the excepting situations defined in Art. 49 GDPR exists.

5.2 The Parties affirm that personal data that is collected in the context of the fulfilment of an Agreement or contract shall be processed at any time in accordance with the provisions of the applicable statutory provisions and each party, if required, especially has also received corresponding declarations of consent of its business partners and customers for a data processing and transfer of the data to third parties, especially also to Wirelane by the customer.

5.3 The parties shall inform each other without undue delay if they obtain knowledge of a breach of applicable data protection provisions in the context of the processing of personal data based on this Agreement.

5.4 If required in the context of the collaboration, the parties undertake to conclude an agreement on the contract-related processing of personal data. Wirelane shall make use of third parties in the provision of the services. If these third parties process personal data for which the customer is the data controller, Wirelane shall conclude agreements about the contract-related processing of data in accordance with the provisions of the GDPR with the service partners.

5.5 The parties shall document compliance with these provisions on data protection continuously and completely.

5.6 The party that is the Data Controller shall be responsible for the payment of damages that a data subject suffers due to an inadmissible or incorrect data processing or use under these statutory data protection provisions in the inter pares relationship exclusively. The parties shall indemnify each other mutually against liability when one party furnishes documentary proof that it is under no circumstances responsible for the circumstance through which the damage has occurred in the case of the data subject.

6. Subcontractors

Wirelane is entitled to deploy subcontractors for the provision of the services at its own discretion.

7. Setoff and right of retention

The set-off or exercise of a right of retention by the customer due to disputed or not legally binding claims is excluded. The exercise of a right of retention by the customer is also excluded insofar as asserted counterclaims are not based on the same contractual relationship.

8. Assignment

8.1 The customer may not assign all or part of its rights and obligations without the prior written consent of Wirelane.

8.2 Wirelane is permitted to assign its rights and obligations, especially to affiliates within the meaning of Par. 15 et seqq. German Stock Corporation Act [AktG].

9. Changes, writing and text format

9.1 Notwithstanding Part I. item 2, Wirelane reserves the right to make other changes and amendments to the terms and the respective specification of services, provided that they are to the benefit of the customer, or in consideration of the interests of the parties are reasonable for the customer.

9.2 Changes and additions to the terms and specifications of services according to this clause by Wirelane shall be communicated to the customer in writing or by e-mail at least four (4) weeks before they take effect. They are considered approved if the customer does not object in writing or text form within two (2) weeks after receipt of the notification. Wirelane shall inform the customer separately about this legal consequence in the notification.

9.3 Insofar as writing or text format is required in these terms, any form of electronic communication, especially, but not limited to, via e-mail and transmission via fax, is also included.

9.4 In all other respects, amendments and supplements to the terms and specifications of services shall only be valid if recoded in writing. This shall also apply to the cancellation or waiver of the written form requirement.

10. Applicable Law, Legal Venue, severability clause

10.1 The Parties agree regarding all legal relationships under this Agreement on the application of German law. The application of the UN Sales Law is excluded.

10.2 The exclusive legal venue for both parties' rights and obligations under the Agreement shall be the Munich I Regional Court. However, Wirelane is also entitled to file an action against the customer at its registered office.

10.3 Should one provision of the concluded Agreements be or become invalid or unenforceable or should the parties determine that there is a loophole in the Agreement, this shall not affect the validity of the Agreement in other respects. Instead of the invalid or unenforceable provision or for the purpose of filling in the loophole an appropriate regulation shall apply. As far as legally



possible, this shall approximate to what the parties would have intended if they had considered the point at the time of the conclusion of the Agreement or the later inclusion of a provision. The Parties in this case shall agree on a valid or enforceable provision or an agreement for filling in the loophole that approximates as closely as possible what corresponds economically to the sense and purpose of the Agreement that the Parties have striven for when signing the Agreement.

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