

General Terms and Conditions of Purchase of WTS

1. Scope

These General Terms and Conditions of Purchase (hereinafter "GTCP") apply to all business relationships between contractors or suppliers that are merchants (hereinafter "Supplier") and WTS Tax AG, Munich, or its affiliated companies within the meaning of §§ 15 et seqq. German Stock Corporation Act ("AktG") or WTS Legal Rechtsanwaltsgesellschaft mbH, Munich, (hereinafter collectively "WTS") unless the subject of the business relationship is the provision of legal or tax advisory services. These GTCP form part of all contracts that WTS concludes with Suppliers for the deliveries or services they offer. These GTCP also apply to all future deliveries, services or offers to WTS, even if they are not separately agreed upon again.

General terms and conditions of the Supplier shall not apply, even if WTS does not separately object to their application in individual cases. Even if WTS refers to a letter that contains or refers to the Supplier's or a third party's terms and conditions, this does not imply consent to the application of those general terms and conditions.

All WTS entities defined above are entitled to request procurement of goods and services based on these GTCP and the respective order.

2. Delivery Time, Delivery and Transfer of Risk

The delivery time specified by WTS in the order is binding. If the delivery time is not specified in the order and has not been otherwise agreed upon, it shall be fourteen (14) days from the conclusion of the contract. The Supplier is obliged to inform WTS immediately in writing if it is likely that the agreed delivery times cannot be met for any reason.

Delivery within Germany will be made to the location specified in the order. The respective destination is also the place of performance for the delivery and any subsequent performance (*Bringschuld*).

The delivery must be accompanied by a delivery note stating the date (issue and dispatch), the content of the delivery (article number and quantity), and the order identification (date and number). If the delivery note is missing or incomplete, WTS is not responsible for any resulting delays in processing and payment. Separate from the delivery note, a corresponding shipping notification with the same content must be sent to WTS.

The risk of accidental loss and accidental deterioration of the goods shall pass to WTS upon delivery at the place of performance. If acceptance (*Abnahme*) has been agreed, the acceptance shall be decisive for the transfer of risk. Otherwise, the statutory provisions of contract law for work and services (*Werkvertragsrecht*) shall apply accordingly to the acceptance.

3. Performance of Services

The Supplier shall provide the contractual services with the utmost care and diligence according to the latest standard, rules, and findings.

The Supplier ensures that the persons providing the services have the necessary qualifications. In the event of a personnel exchange, only comparably qualified persons will be deployed. WTS is entitled to request a personnel exchange if the person deployed does not have the required qualifications, has repeatedly violated contractual obligations, or any other legitimate interest of WTS opposes their deployment. The costs incurred by the exchange shall be borne by the Supplier.

The Supplier is obliged to provide the contractually owed services. However, in carrying out its duties, the Supplier is not subject to any instructions regarding the manner of providing its services, the place of performance or the time of performance. However, when scheduling the working days and allocating time on these days, the Supplier shall determine these himself in such a way that optimum efficiency is achieved in Supplier's work and in the realization of the subject matter of this contract. Supplier's performance shall merely be carried out in coordination and consultation with WTS.

The Supplier is not entitled to subcontract third parties without the prior written consent of WTS.

4. Remuneration and Payment Terms

The remuneration specified in the order is binding. All prices include statutory VAT unless it is separately stated.

Unless otherwise agreed, the price includes all services and ancillary services of the Supplier (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance).

The agreed price is due within thirty (30) calendar days of complete delivery or performance (including any agreed acceptance) and receipt of a proper invoice. In case of bank transfer, payment is made on time if the transfer order is

received by WTS's bank before the payment deadline; WTS is not responsible for delays caused by banks involved in the payment process.

WTS does not owe any due date interest. The statutory provisions apply to default in payment.

The Supplier is only entitled to set-off rights or right of retention if his counterclaims are undisputed or legally determined.

5. Invoicing

Invoices shall be sent via e-mail in PDF/A format or as an e-invoice in ZUGFeRD format version 2.1 (extended) or higher to incoming-invoice@wts.de. If the invoice is sent in PDF/A format, a maximum of one PDF document (including all related invoice attachments) may be attached to the e-mail. The invoice shall be on the first page(s) of the document.

Regardless of the format, the following applies to every invoice: The invoice number shall be stated in the subject line of the e-mail. The invoice shall comply with VAT law in terms of form and content. The invoice also shows the following information clearly and legibly.

WTS company/invoice recipient WTS Advisory AG Koenigstr. 27 70173 Stuttgart GERMANY WTS Management Services GmbH Marktplatz 3 82031 Grünwald GERMANY all other WTS companies Friedenstr. 22 81671 Munich GERMANY	first name and last name or e-mail address of contact person at WTS
Cost centre (5 digits)	deviating WTS location/branch, if any

Incomplete invoices will be rejected. WTS is not responsible for any resulting payment delays.

6. Retention of Title and Intellectual Property Rights

WTS retains ownership and copyright of the images, plans, drawings, calculations, execution instructions, product descriptions, and other documents provided to the Supplier. Such documents shall only be used for the purpose of performing the contract and returned to WTS after fulfilment of the contract or permanently deleted by agreement. These documents must be kept confidential from third parties, even after the contract is fulfilled. The confidentiality obligation expires only if and to the extent that the knowledge contained in the provided documents becomes publicly known. Special confidentiality agreements and statutory regulations regarding the protection of secrets remain unaffected.

The above provision applies accordingly to materials and substances (e.g. software, finished and semi-finished products) as well as tools, templates, samples, and other items that WTS provides to the Supplier for manufacturing goods or provision of services. Such items must be stored separately at Supplier's expense and insured against destruction and loss to an appropriate extent as long as they are not processed.

Any processing, mixing, or combining (further processing) of the provided items by the Supplier is carried out on behalf of WTS. The same applies to further processing of the delivered goods by WTS, so that WTS is considered the manufacturer and acquires ownership of the product at the latest upon further processing in accordance with legal statutory provisions.

The Supplier's retention of title shall only apply to the payment obligations of WTS for the respective products or service results to which the Supplier retains title. In particular, but not limited to, extended or prolonged retentions of title (*erweiterte oder verlängerte Eigentumsvorbehalte*) are inadmissible.

The Supplier guarantees that the products delivered by him or the work results created within the scope of services do not infringe intellectual property rights of third parties in countries of the European Union or other countries where he manufactures or has the products or work results manufactured. The Supplier is obliged to indemnify WTS against all claims that third parties assert against WTS due to such an infringement of intellectual property rights and to reimburse WTS for all necessary expenses in connection with this claim. This shall not apply if the Supplier proves that

he is neither responsible for the infringement of the property right nor should have been aware of it at the time of delivery or performance if he had exercised due business diligence.

7. Rights of Use for Services

The Supplier grants WTS the exclusive, irrevocable, and unlimited right to use, modify, and exploit the service results, created documents, and all other services provided by the Supplier within the scope of the business relationship, in whole or in part, without the Supplier's involvement. This also applies in the event of premature termination of the business relationship. The granted right can be transferred by WTS to third parties.

The agreed remuneration covers all claims of the Supplier in connection with the transfer of usage, modification, and exploitation rights to service results, created documents, and other services.

8. Defective Delivery

The product descriptions which are subject of the respective contract or included in the contract in the same way as these GTCP - in particular through designation or reference in the order - shall be deemed to be an agreement on the quality. It does not matter whether the product description comes from WTS, the Supplier or the manufacturer.

WTS is not obliged to inspect the goods or make special inquiries about any defects upon conclusion of the contract.

For the commercial duty to inspect and give notice of defects, the statutory provisions (§§ 377, 381 German Commercial Code ["HGB"]) apply subject to the following provision: WTS's duty to inspect is limited to defects that become apparent during WTS's incoming goods inspection upon external examination, including the delivery documents (e.g. transport damage, incorrect and short delivery), or that are recognizable during WTS's quality control in random sampling. If acceptance is agreed, there is no duty to inspect. Otherwise, it depends on the extent to which an inspection is feasible in the ordinary course of business, considering the circumstances of the individual case. WTS's obligation to give notice of defects for later discovered defects remains unaffected. Notwithstanding WTS's duty to inspect, a complaint (notice of defects) is considered timely and immediate if it is sent within five (5) working days from discovery or, in the case of obvious defects, from delivery.

The Supplier shall bear necessary costs for the inspection and subsequent performance, including transport, travel, labour and material costs, as well as any removal and installation costs, even if it turns out that there was no defect. WTS's liability for damages in the case of an unjustified demand for defect rectification remains unaffected; however, WTS is only liable if WTS recognized or grossly negligently did not recognize that there was no defect.

9. Confidentiality

The Supplier is obliged to treat the conditions of the order as well as all information and documents provided confidentially (except for publicly available information) and use them only for the execution of the order. The Supplier shall return the mentioned information and documents to WTS or destroy them immediately upon request.

Without prior written consent from WTS, the Supplier may not refer to the business relationship in advertising materials, brochures etc., and may not exhibit or disclose delivery items made for WTS.

The Supplier shall obligate any subcontractors in accordance with this clause.

If the ordering or commissioning WTS entity is admitted as a professional practice firm (professional practice firm according to the German Tax Consultancy Act ("StBerG") or the German Federal Lawyers' Act ("BRAO") [*Berufsausübungsgesellschaft gemäß Steuerberatungsgesetz oder Bundesrechtsanwaltsordnung*]), it and its directors, officers, employees and other assistants are subject to professional confidentiality according to the relevant provisions of the respective professional law and criminal law.

In view of the above paragraph, the Supplier therefore undertakes, with regard to client-related information, in accordance with an agreement to be concluded separately regarding the obligation to maintain professional secrecy in accordance with §§ 203 and 204 German Criminal Code ("StGB"), including the instruction on criminal consequences of a breach of duty, to observe the aforementioned confidentiality obligations subject to criminal prosecution with particular care, and assures to familiarize its employees and/or subcontractors involved in its engagement for WTS with the relevant provisions concerning confidentiality and to obligate these employees and/or subcontractors accordingly.

10. Data Protection

The Supplier undertakes to comply with the applicable data protection regulations.

If and to the extent that the Supplier has access to personal data of WTS within the scope of service provision or delivery and processes these within the meaning of Art. 4 No. 8 GDPR, the Supplier and WTS will conclude a data processing agreement before the start of processing. In this case, the Supplier will process the corresponding personal data solely according to the provisions stipulated therein and in accordance with the instructions of WTS.

The Supplier undertakes to provide WTS with his technical and organizational measures ("TOMs") for the protection of personal data upon request. These must at least correspond to the state of the art.

11. General Information Security Requirements

The Supplier ensures that the following fundamental information security requirements are implemented:

The Supplier ensures that all subcontractors and their agents that have access to WTS's information or systems fully comply with the following information security requirements.

All employees of the Supplier who have access to WTS data undergo regular information security training.

The Supplier undertakes to establish an appropriate incident management and adequate precautions for information security emergencies. The Supplier informs WTS within twenty-four (24) hours of any security incident that could affect the information security of WTS or its data.

Supplier and WTS designate the respective contact person for information security, if available. If necessary, these will coordinate and cooperate.

E-mail address WTS Information Security Officer: Informationssicherheit@wts.de

The Supplier grants WTS the right to audit compliance with this requirement on-site and digitally.

The Supplier undertakes to implement basic information security principles according to or based on the model of ISO 27001. These include access controls, restricted user accounts, segregation of duties, restrictive configuration, software with the latest security level, backup for backup copies, state-of-the-art antivirus software and firewalls, encryption of sensitive data, logging.

The Supplier shall restrict access to information or information carriers by ensuring that

- › only authorized personnel have access to relevant information,
- › remote access to WTS systems occurs only in consultation with the WTS information security contact person, and
- › access rights are limited to the approved system functionality, reliable and resilient, prevent unauthorized access, and use encrypted connections.

The Supplier ensures that technical vulnerabilities that endanger information security are identified and remedied as quickly as possible. In particular, but not limited to, available patches are identified, obtained only from authorized sources, evaluated, and applied promptly. It must also be ensured that patches are properly installed.

The Supplier ensures that discarded hardware is either cleaned up prior to reuse, sale, or return in such a way that all WTS information is securely deleted or securely destroyed. The cleaning up or deletion must be carried out in a secure manner using state-of-the-art technologies and procedures. The concepts for secure cleaning up and deletion as well as the evidence for the secure cleaning up and deletion of WTS information will be provided to WTS upon request.

Only relevant for software developers – information security is taken into account in the software development process in accordance with ISO 27001.

Only relevant for cloud suppliers – the Supplier ensures that

- › access to cloud data centers meets information security standards,
- › the disposal of data carriers is carried out according to information security standards,
- › user data is only transmitted encrypted between his cloud data centers, and
- › administrators do not have access to user data (except profile data, accounting data, logins).

12. Due Diligence Obligations under the German Supply Chain Due Diligence Act and Environmental Protection

The fulfilment of human rights and environmental due diligence obligations is of the highest priority for WTS. WTS is strongly committed to complying with and implementing the regulations of the German Supply Chain Due Diligence Act ("LkSG"). The human rights and environmental principles of WTS are further explained in [the Declaration of Principles on Respect of Human Rights and the Environment within the meaning of the LkSG](#).

The [Supplier Code of Conduct of the WTS Group](#) (hereinafter "Code of Conduct") sets out the binding minimum requirements for business partners of WTS in the business relationship with WTS. The Supplier undertakes to comply with these principles and obligations within its own organization and, if necessary, to pass on these obligations to its own suppliers and business partners. The Supplier also acknowledges that WTS has to verify the implementation of the agreed due diligence obligations in the supply chain according to the requirements of the LkSG, to the extent appropriate and permissible under legal regulations. WTS follows a risk-based approach. The Supplier will provide WTS with relevant information for a risk assessment upon request, considering confidentiality obligations and data

protection. In particularly justified cases, especially when aware of risks or violations, WTS reserves the right to conduct an audit at the Supplier.

The Supplier supports WTS in meeting the requirements of WTS's ISO 14001 certified environmental management system. This includes the continuous improvement of environmental performance and the implementation of specific environmental protection measures.

13. Final Provisions

Should individual provisions of these GTCP be or become wholly or partially invalid or ineffective, the validity of the remaining provisions shall not be affected. Instead of the invalid or ineffective provisions, the Supplier and WTS will agree on regulations that come closest to the economic purpose of the invalid provision in a legally permissible manner. The same applies if a gap requiring supplementation becomes apparent during the implementation of the GTCP.

These GTCP and the contractual relationship between WTS and the Supplier are governed by the law of the Federal Republic of Germany excluding international uniform law, in particular the UN Convention on Contracts for the International Sale of Goods.

The place of jurisdiction for all disputes arising from or in connection with the business relationship is, to the extent legally permissible, Munich, Germany. WTS is also entitled to bring legal action at the place of performance in accordance with clause 2 of these GTCP or a prevailing individual agreement or at the general place of jurisdiction of the Supplier.