

## **General Terms and Conditions of Purchase for Indirect Procurement Services (including services, software services, hardware procurement, and engineering services)**

*This English version serves solely as a translation aid. In case of deviations or uncertainties, only the German version is legally binding.*

### **01. Scope**

- 01.1. Unless otherwise stipulated in individual contracts, the services for e.Volution GmbH, Campus-Boulevard 30, 52074 Aachen (e.Volution) shall be carried out exclusively on the basis of these General Terms and Conditions of Purchase. These General Terms and Conditions of Purchase shall also apply to all future services between e.Volution and the respective contractor.
- 01.2. These General Terms and Conditions of Purchase shall only apply if the contractor is a public entity, a public-law special fund, or an entrepreneur who, when entering into the contract, is acting in the exercise of their commercial or self-employed activity (qualified persons).
- 01.3. These General Terms and Conditions of Purchase apply to the procurement of services, equipment, machinery, and other goods that are not directly installed or delivered with the vehicle (Scope of Application)
- 01.4. The precise and detailed description of services is an integral part of each individual contract, and the preparation of a precise and detailed description of services is a central contractual obligation for both parties.
- 01.5. Deviating or additional general terms and conditions of the contractor shall not apply, even if not expressly objected to in individual cases, unless the e.Volution procurement conditions do not – or differently - regulate the case or e.Volution accepts or pays for goods or services from the contractor.

01.6. In cases of individual agreements made with the contractor (including side agreements, amendments, and modifications), such agreements shall take precedence over these General Terms and Conditions of Purchase.

## **02. Performance**

02.1. The contractor shall provide the services in accordance with the requirements of the individual order, any agreed-upon performance description (such as Statement of Work (SOW), Statement of Requirements (SOR), etc.), and these General Terms and Conditions of Purchase, as well as in accordance with the current state of the art and taking into account general procedural descriptions and industry standards.

02.2. The contractor shall perform the services themselves or with their own regular employed, insured personnel. The transfer of performance obligations to third parties – including the engagement of subcontractors, freelancers, or similar – requires prior written consent from e.Volution. A prerequisite for this is that the contractor imposes on the third party at least the same contractual obligations as those agreed between e.Volution and the contractor. The contractor shall provide proof of this if necessary. The contractor is liable for third parties engaged by them as if it were their own fault.

The e.Volution may not refuse consent without valid reason.

02.3. The contractor shall consider the interests of e.Volution in the best possible manner during the execution of the services.

02.4. If the contractor provides services related to hardware and/or software (including firmware), these services must not jeopardize the integrity, confidentiality, and availability of the IT infrastructure or its components, nor conflict with the confidentiality or security interests of e.Volution by:

□ unwanted data deposition/leakage,

- unwanted alteration/manipulation of data or process logic, or
- unwanted initiation of data or unwanted feature extensions.

An activity is considered unwanted if it is neither requested by e.Volution in its service description or within the scope of service provision, nor offered by the contractor with a specific description of the activity and its functionality, nor expressly authorized on a case-by-case basis by e.Volution ("opt-in").

- 02.5. Where new software is created, modified, or maintained, the contractor will make the source code electronically accessible.
- 02.6. If it becomes apparent to the contractor that a deadline agreed with e.Volution (including milestones, interim deadlines, execution periods, and similar) cannot be met, the contractor is obliged to report this to e.Volution without delay.
- 02.7. The contractor documents its actually performed services in a form that is sufficient, comprehensible, and auditable.

### **03. Prices, Payment, Invoicing**

- 03.1. The remuneration shall be agreed upon individually in each contract. If this is not done for any reason, customary market prices shall be deemed agreed upon, as they exist in the respective area. Common market prices include, for example, the prices of the EVB-IT or comparable regulations.
- 03.2. Payment shall be made by electronic funds transfer within 60 (sixty) days net after complete delivery and upon receipt of a proper, auditable invoice. In the case of early acceptance of deliveries, the payment period shall begin no earlier than the agreed delivery date.
- 03.3. In case of defective delivery or comparable performance deficiencies, e.Volution is entitled to withhold payment proportionally until proper fulfillment is achieved.
- 03.4. Without prior, at least written form consent from e.Volution, which may not be unreasonably withheld, the contractor is not entitled to assign its claims against e.Volution or to have them collected by third parties. In the case of an extended or expanded

retention of title, consent is deemed to be granted. If the contractor assigns its claim against e.Volution contrary to sentence 1 without their consent, the assignment is nevertheless effective. However, e.Volution may, at its discretion, discharge its obligations to the contractor or the third party.

- 03.5. The contractor is only entitled to set-off if its counterclaim is undisputed, ripe for decision, or legally determined. The contractor is only entitled to assert a right of retention to the extent that its counterclaim is based on the same contract and is undisputed, ripe for decision, or legally determined.
- 03.6. Invoices must comply with legal requirements and, if a supplier identification has been provided, must include it.
- 03.7. Invoices and delivery notes are preferably to be created digitally and sent as PDFs to [invoice.germany@evolut-on.de](mailto:invoice.germany@evolut-on.de).

## **04. Cooperation**

- 04.1. For the duration of each individual contract, each contracting party appoints a contact person who is responsible for all matters related to the respective individual contract.
- 04.2. The contracting parties inform each other in writing about the appointment of their respective contact persons no later than 3 working days after the signing of the respective individual contract.
- 04.3. The respective contact person is either authorized to make legally binding decisions and commitments on behalf of the respective contracting party or can promptly facilitate such declarations that are necessary or appropriate according to this contract.
- 04.4. Any notifications, inquiries, approvals, notifications, or other communications required or desired under this contract shall be directed to the respective contact person in at least written form (e.g., email) and in an appropriate format.
- 04.5. Each contracting party may change its contact person by providing at least written form notification to the other contracting party. The change shall take effect 2 working days

after receipt of the notification. No justification is required for changing the contact person.

- 04.6. The contracting parties shall make reasonable efforts to ensure that their representatives are available at all times during normal business hours to ensure effective communication and collaboration.
- 04.7. The contracting parties acknowledge that the actions or omissions of their respective representatives shall be deemed as actions or omissions of the contracting party itself and shall be legally binding.
- 04.8. The contractor is not authorized to legally represent e.Volution unless expressly agreed otherwise.
- 04.9. Upon termination of the contract, the contractor shall promptly return to e.Volution all tools, data, information, and similar items received from e.Volution, unless they were intended for permanent transfer. Upon request from e.Volution, this return may also involve complete and secure deletion. This requirement also applies to any copies and records made, with statutory retention periods remaining unaffected.

## **05. Obligations of Cooperation by e.Volution**

- 05.1. The e.Volution will, to the extent economically reasonable, facilitate an approach in line with the state of the art.
- 05.2. The e.Volution will, as necessary, grant access to the source codes and IT infrastructures.
- 05.3. The e.Volution will, as scheduled in the project plan, provide test data in a reasonable amount at the designated times
- 05.4. Where acceptance is required, it will be carried out on e.Volution's test system or a test system designated by e.Volution.

## **06. Change requests**

- 06.1. The e.Volution may request changes at any time after contract conclusion, unless the requested change is unreasonable for the contractor.
- 06.2. The contractor will promptly review change requests, assess their impact on the project, and promptly inform e.Volution. If necessary, the parties will undergo a change request procedure.
- 06.3. If the changes do not require significant additional effort, the contractor will implement these changes without charging any additional compensation. In the case of changes that require a substantial amount of work, the contractor accepts e.Volution's amended order, and the total compensation will be adjusted accordingly by mutual agreement.

## **07. Rights of use**

- 07.1. The contractor shall deliver the hardware and software free of viruses or similar harmful software components. This is to be checked in an appropriate, market-standard manner before delivery, and the examination is to be documented. The contractor declares that the examination has not revealed any indications of harmful software components. This integrity is also to be maintained for early deliveries, such as for testing purposes or reviews. Furthermore, the contractor guarantees that the hardware and software to be delivered by them are free from features that endanger the integrity, confidentiality, and availability of the hardware, other hardware and/or software, or data, thereby conflicting with e.Volution's confidentiality or security interests.
- 07.2. Unless otherwise agreed upon for specific intended use, upon contract conclusion, the contractor grants e.Volution the non-exclusive, transferable, permanent, irrevocable, non-terminable, geographically unrestricted right to use the provided standard software in any hardware and software environment. This includes, in particular, storing and loading it permanently or temporarily, displaying, and running it. This also applies if

reproductions or sublicensing become necessary within the scope of proper business management. The right to use the standard software in any hardware and software environment does not restrict the assertion of damages.

- 07.3. If the software is individually created for e.Volution or contains software components created specifically for e.Volution, the contractor grants e.Volution the exclusive usage rights without restrictions regarding time, location, or content.
- 07.4. The contractor shall provide e.Volution with documentation at any time without additional charge, including materials for the software such as relevant product literature, operational and user manuals, instructions, and any other documents required for the use and operation of the software, at our discretion in either German or English. These materials shall also include any information regarding software interfaces necessary for us to implement the software.
- 07.5. The contractor guarantees that the software complies with the state of the art upon delivery.
- 07.6. If the contractually owed performance is embodied in an object, the contractor shall transfer or otherwise provide full unencumbered ownership (unbelastetes Volleigentum) of the object to e.Volution.
- 07.7. According to the terms of this contract, all written works and other materials that the contractor has provided to e.Volution (including presentations, drawings, etc. - "work results") shall become the exclusive property of e.Volution.
- 07.8. The e.Volution shall become the owner of all rights to the work results, including, but not limited to, trademarks and copyrights for known types of use, regardless of whether they are unfinished or completed works. The e.Volution has the right to use the work results at its discretion without making any additional payments to the contractor beyond those specified in this contract.

## **08. Third party intellectual property rights**

- 08.1. The contractor will ensure that the fulfillment of its obligations under the contract does not infringe upon any third-party intellectual property rights.
- 08.2. If a third party asserts claims against e.Volution due to the infringement of intellectual property rights, the contractor shall fully indemnify e.Volution from such claims and directly related costs (such as legal expenses, attorney fees, etc.).
- 08.3. The contractor will ensure that, in cases where third-party intellectual property rights are infringed upon, the contractual performance is ensured for e.Volution without further costs, for example, by acquiring necessary licenses.

## **09. Insurance**

The contractor is obligated to maintain adequate insurance coverage for the duration of the contract concerning its obligations to e.Volution. Adequacy pertains specifically to the selection of the insurer and the coverage amount. Upon request, the contractor must provide e.Volution with proof of insurance coverage.

## **10. Data Protection**

The fulfillment of data protection requirements is of utmost importance to e.Volution and is expected in all areas. The e.Volution provides detailed information on its websites to all stakeholders about the various aspects of the established data protection management system to ensure transparent processing.

In cases where it will be necessary in a joint project, the contracting parties commit to concluding a contract for data processing in accordance with Art. 28 GDPR.

A high level of protection is also expected from the contractor, including the demonstrable commitment of individuals involved in the respective project to strictly maintain confidentiality in processing personal data. Details of the expected level of data protection may vary from project



to project. A project-specific data protection assessment will be conducted to ensure an appropriate level of data protection. Furthermore, the parties assure that any transmitted personal data will be processed in compliance with data protection regulations, and where necessary, consent for the transmission of data to third parties is obtained.

## **11. Confidentiality**

- 11.1. The contracting parties commit to treating all non-public commercial and technical details learned through their business relationship as confidential. Information obtained during the project (including its initiation and proposal phase) must be kept strictly confidential by the contracting parties and may only be disclosed to individuals who require such information to achieve the project's objectives (Need-to-know principle).
- 11.2. Drawings, models, templates, samples, and similar items must not be provided or otherwise made accessible to unauthorized third parties. Reproduction of such items is only permitted within the scope of operational requirements and copyright provisions.
- 11.3. If subcontractors are permitted to be used, the contractor shall ensure that they are contractually obligated to maintain confidentiality in the same manner.
- 11.4. The contracting parties may only advertise their business relationship with prior, written consent. Advertising texts and statements shall be mutually agreed upon by the parties.
- 11.5. Otherwise, the regulations agreed upon through a separate Non-Disclosure Agreement (NDA) shall apply.

## **12. No right of retention shall apply**

The assertion of rights of retention, refusal to perform, and lien by the contractor is excluded, unless they are based on legally established counterclaims (rechtskräftig festgestellten Gegenansprüchen).

## **13. General Provisions**

- 13.1. If one of the contracting party suspends its payments or insolvency proceedings are initiated over its assets, or an out-of-court settlement procedure is initiated, the other party is entitled to withdraw from the contract for the unfulfilled part
- 13.2. This contract is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) as well as international private law.
- 13.3. No side agreements have been agreed. Amendments or supplements to this agreement require written form. This also applies to the modification of this clause.
- 13.4. The place of performance is the registered office of e.Volution. An alternative place for delivery may be agreed upon.
- 13.5. The exclusive place of jurisdiction for all disputes arising out of or in connection with this contractual relationship is, to the extent legally permissible, the registered office of e.Volution, Aachen, Germany.
- 13.6. If one or more provisions of this contract are or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. In place of any invalid or unenforceable provision, a valid provision shall be deemed to have been agreed upon by the parties that comes as close as possible to achieving the intended purpose of the invalid or unenforceable provision. In such a case, the parties undertake to agree on such a provision without delay. The same applies to any gaps in this contract.