General Terms and Conditions of Purchase for Services and Work and the Delivery of Goods

of Know How! Aktiengesellschaft, Magellanstrasse 1, D-70771 Leinfelden-Echterdingen, Germany

1. Scope

The supplies and services from suppliers to the Know How! AG are provided on the basis of these General Terms and Conditions of Purchase only, unless an individual service contract has been signed. In the event that an individual contract has been signed these General Terms and Conditions of Purchase shall apply in addition.

Regulations deviating from these General Terms and Conditions of Purchase shall apply only after written confirmation by Know How! AG. Contradicting terms of business of the Supplier shall only be accepted after they have expressly been confirmed in writing by Know How! AG. Subsidiary agreements, as well as amendments to the Contract are legally unenforceable, unless they have been confirmed in writing by Know How! AG.

2. Order/offer and correspondence

All agreements between the Supplier and Know How! AG shall only be binding if they have been made in written or in text form. This also applies to changes, amendments and subsidiary agreements. This also applies in particular to appointments. In principle, these always take precedence over the dates in general Lexware orders. All written documents of the Supplier must include the order number and the project number of the order/assignment.

With general Lexware orders of certain contingents, there is no obligation of the Know How! AG to accept these ordered contingents. However, Know How! AG will endeavour in any case to accept the contingents ordered from the Supplier and committed by him. The Supplier´s offers shall be made free of charge. Cost estimates are only chargeable if this has been agreed in advance in written or in text form. In the event of an important cause within the scope of a long-term obligation or the application for the initiation of insolvency proceedings against the assets of the Supplier and the partial or complete non-fulfilment of the Contract, Know How! AG shall be entitled to withdraw from the Contract or long-term obligation with immediate effect.

3. Dispatch

The supplier must observe the delivery address stated in the order/contract. The relevant tariff, transport and packaging regulations for rail, road traffic, shipping, air traffic, etc. must be complied with.

In addition to the delivery address, the order details (order number and project number) must always be stated in the transport documents.

The supplier is only entitled to make partial deliveries/services with the express consent of Know How! AG.

4. Use of third parties (subcontractors / Trainers) and German Minimum Wage Act (MiLoG)

The involvement of a third party, in particular of subcontractors, requires the express advance consent of Know How! AG. Should the Supplier plan to involve a third party from the start, they shall have to communicate this to Know How! AG, before even making an offer. The Supplier has to impose all obligations to the subcontractor with regard to the tasks they have taken on, and to ensure compliance with them in reference to Know How! AG.

In the event that the Supplier and/or a subcontractor employed by them falls into the scope of application of MiLoG (German Minimum Wage Act) and that the Supplier has to provide works or services within the meaning of Section 13 MiLoG in conjunction with Section 14 AEntG (German Employee Posting Act), the following applies: The Supplier shall ensure that they observe the provisions of MiLoG in its latest applicable version. He further assures that he will only use subcontractors or personnel hirers

who have given him a written assurance with the above content that they will in turn demand the assurance from further subcontractors or personnel leasing companies to be commissioned.

In the event that Know How! AG, pursuant to Section 13 MiLoG in conjunction with Section 14 AEntG, receives a claim from an employee of the Supplier or from a subcontractor appointed by the Supplier, the Supplier shall already indemnify Know How! AG against such claims. In the event that Know How! AG receives a claim due to a breach of MiLoG, it shall also be entitled to withdraw from the signed contract or terminate it with immediate effect.

The Supplier shall also be liable toward Know How! AG for any damage the Know How! AG may have suffered due to the non-fulfilment of the above-mentioned guarantee of the Supplier. The Supplier shall be obliged to present to Know How! AG - at any time upon their request - the lists of working hours, the pay slips based on them and proof of the due payment of social security contributions to the provider of social insurance.

5. Remuneration, payment, invoice

All prices are net prices plus the applicable VAT and exclusive of packaging and delivery costs in the currency the invoice has been issued in, unless stated otherwise. The remuneration rates quoted in the offers are binding.

The prices include delivery "free domicile" as well as all packaging, transport and insurance costs and all other costs of delivery, unless expressly agreed otherwise.

If day rates have been agreed, these include eight hours of work during the usual business hours of Know How! AG. Invoices must fulfil the relevant applicable legal requirements. The invoice must include the order number and the project number, and every invoice must itemise VAT separately. Invoices must be sent separately to the billing address included in the order/ assignment.

Invoices must always be issued in EUR and they are only paid in EUR.

If no payment terms have been agreed, invoices become due after 30 days. The terms for payment start with the delivery of the goods at their destination or after the acceptance of the work or after the end of the service, but not before receipt of the invoice. Payment does not constitute approval of the service or work provided.

6. Travel / accommodation expenses

Travelling to a place of work (place of project or event) that is different from the one given in the Contract (order / assignment) requires the prior consent of Know How! AG in text or written form. The Supplier has to choose the most economical solution taking time and cost into account, and has to prove this to Know How! AG upon their request. Travel expenses must always be itemised separately in all invoices. The Supplier shall be obliged to present the corresponding receipts to Know How! AG upon request.

Reimbursable travelling expenses of the Supplier include:

Travel expenses: 0,30 € will be refunded per kilometre. Taxi, train and air travel will be refunded according to the expenses incurred.

For train and plane tickets:

- Train ticket: always 2nd class with Bahncard 50
- Plane tickets within a country or a continent: Economy Class
- Intercontinental flights or 7 hours flight time or overnight flights: Business Class

Accommodation costs are reimbursed at cost, up to a maximum of €100.00 per night.

Travel times to the defined place of work and within the respective continent are not remunerated as working hours. Intercontinental trips with an actual travelling time of more than 4 hours are reimbursed at 50% of the day rate of the respective employee.

Ancillary travel costs (parking fees, luggage storage) as well as costs for meals and work-related phone calls are not reimbursed. The travel expenses regulations detailed above do not apply if the distance between the Supplier´s domicile and the defined place of work is less than 51 km. For longer distances the travel costs for the first 50 km are not reimbursed.

7. Performance deadlines and delay

The Supplier must adhere to the deadlines agreed for the services - they are binding for the Supplier. In the event that the Supplier realises that they cannot fully or partly fulfil their contractual obligations, or in a timely manner, they have to then advise Know How! AG promptly in writing indicating the reasons. The unconditional acceptance of a delayed (partial) performance cannot be deemed as a waiver of the rights by Know How! AG with regard to the delayed partial performance.

The Supplier can only invoke the fact that Know How! AG did not provide documentation / information, if they did not receive them within a reasonable period of time despite having sent a written reminder.

Know How! AG can claim an agreed and forfeited contractual penalty up until the final payment is due, without Know How! AG having to reserve the right pursuant to Section 341 Para. 3 BGB (German Civil Code).

. A case of force majeure cannot be deemed a delay of performance.

8. Ownership and rights of use

Contractual works of the Supplier and its employees shall become the property of the Client upon handover. As far as copyright protection is concerned, Know How! AG shall acquire ownership of the transferred copy. The Supplier shall - without any restriction in terms of territory or content - transfer the exclusive right to the Client to use, distribute, duplicate, modify and process, translate and market any work product created by the Supplier or their members of staff in the context of the collaboration. For this purpose, the Supplier shall be obliged to ensure that their employees (employed and freelance) transfer all rights of use to the Supplier, which are necessary to be able to satisfy all claims for use by Know How! AG.

Know How! AG is thus entitled to exercise the rights provided to it concerning the work products without restriction. The Client is entitled to assign its exclusive right of use to third parties or to grant third parties an unlimited or non-exclusive right of use. Where register entries are required to manage property rights, these will be applied for by Know How! AG in agreement with the Supplier. Know How! AG is entitled to furnish the products created with its own proprietary marks. Except in the event of a separate agreement to the contrary, the Supplier and their employees have no right to access the work products they have developed, either in the state they were handed over in or as modified by Know How! AG. The Supplier may publish development concepts, training material and other order-related documents only with the specific permission of Know How! AG. For the duration of the Agreement, the Supplier undertakes not to exercise any right of recall that may exist under copyright law on any basis.

The Supplier grants Know How! AG a non-exclusive right of use to the extent described above in respect of the Supplier's standard material (methods, tools and other programs used by the Supplier as standard) integrated in the work results. An isolated transfer of the standard material is not permitted.

9. Warranty

The work services owed by the supplier shall require acceptance. Acceptance - also of sub-projects - shall be declared in writing at the Supplier's request.

The warranty period for all services and products provided by the supplier is 24 months after the sale of the end product to the customer, but no longer than 30 months after delivery to Know How! AG.

Warranty claims are initially limited to rectification of defects or - at the discretion of the Know How! AG - limited to replacement delivery. The Know How! AG is entitled to withdraw from the contract or demand a reduction if the repair or replacement delivery

fails. Subsequent performance has failed if it has been attempted twice. Product descriptions of any kind do not claim as warranted characteristics. In all other respects, the statutory provisions shall apply. The commercial obligation to give notice of defects is excluded insofar as the supplier waives the objection of delayed notice of defects (§ 377 BGB). .

10. Liability

Unless agreed otherwise below, Know How! AG shall be excluded from liability for direct and indirect damage, as long as the liability is not based on intent or gross negligence or culpable injury to life, limb and health.

The exclusion of liability applies to all direct and indirect damage, such as consequential damage, lost profit, damage with regard to other people and objects, loss of data, additional personnel costs, useless expenditures and omitted savings. The liability for a breach of collateral obligations shall be excluded.

In the event Know How! AG is held liable, this liability shall be limited to a maximum of 5% of the agreed total remuneration excluding VAT. This does not apply to liability for intent.

Claims for compensation of the Supplier lapse no later than one year from the time when the Supplier has obtained information about the damage and the circumstances entitling them to their claim. This does not include claims for compensation due to intent or gross negligence.

With regard to the Supplier´s liability, legal regulations apply. This also applies to product liability.

11. Third-party proprietary rights

The Supplier and Know How! AG respect the proprietary rights of third parties for their activities. Should one of them infringe the proprietary rights of a third party, only this Party shall be liable toward the third party and shall indemnify the other Contracting Party for any claims from a breach of a proprietary right. The Contracting Parties shall each inform the other immediately if third party proprietary rights are breached. Taking into consideration the justified demands of the other Contracting Party, each Contracting Party shall decide on defence measures, elimination of damages, and settlement negotiations, and in case of settlement negotiations on the content of the settlement. They shall inform the other Contracting Party of all significant steps and agree on these in writing.

12. Secrecy, documentation, data protection

With regards to all information of Know How! AG which is made available to the Supplier in connection with the order or assignment and is labelled as confidential information or is clearly a business or operative secret according to other circumstances, the Service Provider shall be obliged to keep it secret for an unlimited period of time, and be obliged not to record, use or share it unless this is necessary to achieve the purpose of the Contract.

This does not apply to information that is already known to the Supplier or that has become known without any connection to the contractual relationship.

All documents (e.g. drawings, images, texts), software, samples and models, which are made available to the Supplier in connection with the business relationship, remain the property of Know How! AG, and they must upon request, but no later than at the end of the business relationship, be returned or destroyed (including all copies, transcripts, extracts and reproductions) at the choice of Know How! AG. The Supplier does not have a right of retention. If the supplier gets from the Know How! AG or from the respective customer for the fulfilment of his task hardware and/or software and/or an access authorization card, he is obligated to transfer this hardware and/or software on first request to the Know How! AG. The supplier is obliged to handle the hardware carefully and to operate it according to the regulations of the EU-DSVGO. In particular, the trainer may not store any unencrypted personal data on the hardware. If the hardware or software is lost, the trainer has to compensate for the resulting damage if the loss is his fault.

The supplier will observe the legal regulations on data protection, in particular the regulations of the EU-DSGVO and the Bundesdatenschutzgesetz (Federal Data Protection Act) and obligate his employees accordingly.

13. Place of jurisdiction / applicable law

The place of fulfilment and the place of jurisdiction for both Parties is Leinfelden-Echterdingen, unless required differently by law. Know How! AG is entitled to file a lawsuit against the Supplier at the competent court at the Supplier´s domicile. German law applies to this business relationship. The application of the United Nations Convention on Contracts for the International Sale of Goods and other bilateral and multilateral agreements standardising international sales acts is excluded.

14. Miscellaneous

If one or several provisions of these General Terms and Conditions of Purchase prove to be, or become legally invalid, this shall in no way affect the validity of the remaining provisions. Instead of a possibly invalid provision the effective provision is deemed agreed that comes closest to the economic meaning and purpose of the possibly invalid provision.

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