

§ 1 Conclusion of contract and contract components

- (1) These General Terms and Conditions of Purchase (hereinafter "GTCP") shall apply exclusively to the legal relationship between retarus GmbH (hereinafter referred to as "Retarus" or "Principal") and entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB) who are commissioned by Retarus to deliver goods or to provide services or work (hereinafter "Contractor").
- (2) Contractor's T&Cs are excluded unless their application was expressly agreed to in writing by Retarus upon conclusion of the contract. Neither shall Contractor's T&Cs apply if referenced in an offer or other document of Contractor upon conclusion of the contract, or if Retarus, in full knowledge of Contractor's T&Cs, accepts Contractor's performance or delivery without reservation.
- (3) Contracts are concluded upon Contractor's unconditional acceptance at least in text form of an order issued by Retarus, which specifies the type and scope as well as further details of the goods, services or work to be provided by Contractor (hereinafter together "Individual Agreement"). Contractor shall submit the acceptance or the qualified reasons for non-acceptance of the order no later than 5 working days after receipt of the order. Absent such timely acceptance or non-acceptance, the Individual Agreement shall be deemed concluded without reservations.
- (4) Unless expressly agreed otherwise, the following order shall apply to the contract components: (i) the Individual Agreement including any annexes thereto; (ii) these GTCP.

§ 2 Contractual performance

- (1) Services and work shall be performed, and goods shall be delivered, in close coordination with Retarus. If Customer deems additional information necessary for its contractual performance, Contractor is obligated to request such information from Retarus and shall proactively advise Retarus to the extent necessary for the contractual objectives.
- (2) Retarus shall provide the agreed cooperation in due time and shall provide Contractor with the documents, information and, if necessary and applicable, computing capacities required for Contractor's contractual performance. Contractor shall procure any additional working materials required at its own expense, unless agreed otherwise. Contractor may claim insufficient or late cooperation only if Contractor has provided Retarus with a prompt written notice of such insufficiency or lateness.
- (3) Contractual performance on Retarus' premises requires Contractor to must comply with Retarus' security regulations and applicable site rules. If granted, access to Retarus' IT systems may only be used for the agreed purpose. Contractor shall notify Retarus promptly in the event of disruptions or failures of such IT systems or any other circumstances that impede contractual performance.
- (4) If commissioned with the provision of services or deliverables (*Werkleistung*), Contractor shall, upon request, provide Retarus at any time at Retarus' registered office, with current work results and available documents and provide all other requested order-related information, including a written interim report on the status of the services and the work results.
- (5) Retarus reserves any and all proprietary rights and copyrights to illustrations, drawings, calculations, models, samples and any other documents and information provided to Contractor. All such material may only be used for the preparation or performance of the contractually agreed purpose and shall not be made available to third parties without the prior written consent of Retarus.
- (6) Upon termination of an Individual Agreement, Contractor shall promptly and without further request hand over all (interim) work results, if not done already.
- (7) Contractor shall comply with all applicable statutory provisions. Contractor shall perform its obligations with utmost care and diligence in accordance with state-of-the-art proven technology. Contractor shall also consider - in consultation with Retarus and if reasonable in the individual case - general method descriptions and industry standards as well as specific provisions and methods of Retarus.

§ 3 Requirements for Contractors and Consultants

- (1) Contractor acts on its own responsibility and at its own risk.
- (2) Contractor and, if applicable, any personnel engaged by Contractor, including for the avoidance of doubt, subcontractors (hereinafter: "Consultants") – deemed performing agents of Contractor – shall not be subject to any managerial authority and/or direction right by Retarus, Contractor and Consultants shall not at any time be deemed agents, representatives, franchisee, joint venture parties, and / or employees of Retarus for any purpose whatsoever. Contractor and its Consultants shall be free to determine the place and time of their activities, giving due consideration to the interests of Retarus and the nature of the commission. Contractor and any Consultants shall comply with Retarus' technical specifications to the extent required for the proper execution of the contract. Contractor shall notify Retarus in writing without delay if any such specification seems technically unfeasible.
- (3) Contractor and any Consultants are not authorized to personate employees of Retarus or its Affiliates (i.e. any company, which directly or indirectly controls, is controlled by or is under common control of Retarus), in particular, to conduct negotiations or assume or create any obligation or responsibility binding upon Retarus in any matter whatsoever, unless Retarus has provided its prior specific written consent. If Retarus provides Contractor with email address(es), Contractor shall adhere to corresponding instructions of Retarus in order to clearly express that the Contractor is not an employee of Retarus.
- (4) Contractor shall be solely responsible for adequate provident expenditures, such as, without limitation, unemployment, social security, old-age, nursing care, and health care insurance for itself and any Consultants. Contractor will be financially responsible for all taxes properly imposed for any provision of services, work or goods by Contractor to Retarus and for which Contractor has an obligation under law to collect such taxes from Retarus. Contractor shall ensure timely payment of any applicable taxes, including VAT. Contractor warrants compliance with all applicable laws and regulations on minimum wages.
- (5) Contractor shall ensure the reliability and integrity of its Consultants at all times. Due to the sensitivity of the data processed by Retarus, Contractor may be required - upon request or if agreed in the Individual Agreement – to submit police clearance certificates for Consultants.
- (6) All Consultants shall be suitable, qualified, undergo continuous training, and keep up to date of relevant changes in their field of expertise.
- (7) In the event of staffing problems (e.g. illness of an assigned Consultant), Contractor shall provide a substitute of equal qualifications without undue delay and shall instruct such substitute in the relevant project at its own expense. The replacement of Consultants requires the written consent of Retarus. .
- (8) Contractor shall name a responsible authorized representative available to Retarus during the term of Individual Agreements.
- (9) Retarus acknowledges, that Contractor and its Consultants may also work for third parties. Prior written consent of Retarus shall only be required if such third party is a direct competitor of Retarus or its Affiliates, which means that products or services of such third party may be considered interchangeable or substitutable with the goods or services of Retarus due to their characteristics, price range and intended use.
- (10) Contractor will not enter into subcontracts for the performance of its contractual obligations without the prior written consent of Retarus, which will not be unreasonably withheld. Significant grounds may be, inter alia, if the third party does not have the required qualification and professional experience or if requirements under applicable data protection law are not met.

§ 4 Dates, acceptance

- (1) Contractor shall comply with agreed deadlines and inform Retarus in writing without delay of any anticipated failure to do so.
- (2) If any agreed deadline is not met due to circumstances in Contractor's sphere of responsibility, Contractor shall pay a penalty in the amount of 0.2% for each calendar day or part thereof that the deadline is missed, capped at 5% of the gross remuneration agreed in the relevant Individual Agreement. Such penalty

shall due when incurred. Notwithstanding Retarus' right to assert further rights, such penalty shall be offset against claims for damages insofar as there is identity of interest (i.e. reason of incurrence and purpose of the damages).

- (3) Retarus may assert penalties even if it has accepted performance without reserving its right to demand penalty. The acceptance of a delayed performance shall not constitute a waiver of any claims for damages.
- (4) If the Individual Agreement concerns deliverables, Contractor shall inform Retarus in writing without delay once the deliverable is ready for acceptance. Unless agreed otherwise, the acceptance test shall take place promptly as determined by Retarus. Contractor shall reasonably support Retarus during such acceptance.
- (5) The principle of overall acceptance of deliverables shall apply, even in the case of expressly agreed partial acceptance. Warranty periods shall commence uniformly upon overall acceptance.

§ 5 Scope, change requests

- (1) The scope of the performance or delivery owed by Contractor shall be determined by the respective Individual Agreement and these GTPC.
- (2) Retarus may request changes at any time. Changes in performance may consist of a reduction, modification or extension of the contractually owed scope. After receipt of a change request, Contractor shall provide a qualified statement on the change request without delay, which shall contain, in particular:
 - Expected impact on performance characteristics and agreed-upon schedules;
 - Estimated effort for the implementation of the change request;
 - Suitable alternatives for the implementation of the change request, if the implementation of the change request is commercially unreasonable for Contractor.
- (3) Contractor's commercial offer, which shall be submitted with the statement pursuant to Para. (2) without delay, shall be based on the calculation pursuant to the respective Individual Agreement and shall in any event not exceed market prices. Contractor shall only be entitled to additional remuneration if the change request and its compensation has been agreed in writing by the Parties.
- (4) Retarus shall be entitled to compensate additional efforts due to a change request by waiving other components of the scope. Otherwise, statutory provisions shall apply to remuneration in the event of performance reductions.
- (5) Unless agreed otherwise in each individual case, documentation required for the use and operation of the respective ordered item shall be supplied at least in German and/or English and shall be included in the agreed remuneration.

§ 6 Remuneration and invoicing

- (1) Applicable charges are generally specified in the respective Individual Agreement, either (i) on the basis of a flat fee or (ii) on a time-and-material basis.
- (2) Unless agreed otherwise, all prices are exclusive of statutory VAT at the applicable rate and – to the extent applicable – inclusive of transport, insurance, packaging and other ancillary costs.
- (3) Unless agreed otherwise in each individual case, payment shall be made (i) in the case of a flat fee, following completion of the commission, (ii) in the event of time-and-material charges, on the basis of monthly invoices along with time-sheets accepted by Retarus. All payments shall be made within thirty (30) days of receipt of Contractor's undisputed, valid, and auditable invoice or, if acceptance of deliverables is required, upon completion of acceptance. Retarus shall be entitled to withhold payment until defects have been corrected by Contractor.
- (4) Invoices must be prepared in accordance with applicable tax laws, be auditable and include, in particular, the following:
 - invoice recipient,
 - type and quantity of Services,
 - fees in Euro (net) plus statutory VAT,

- performance period for the respective invoice,
- Retarus' order number,

Invoices shall be sent (as PDF) to rechnungseingang@retarus.de [for retarus GmbH or invoice@retarus.de for international invoices]. Invoices for installments, partial invoices, and final invoices shall be marked as such and listed individually in numbered order.

Retarus shall not be in default for late payment if invoices do not meet the aforementioned requirements.

- (5) The unconditional payment of an invoice by Retarus shall not be deemed as an acceptance of Contractor's performance or acknowledgement of Contractor's compliance with its contractual obligations.
- (6) The remuneration stipulated in an Individual Agreement shall cover the entire commission, including all ancillary costs and related expenses. In particular, Retarus shall not be responsible for travel and accommodation expenses and the reimbursement of costs unless expressly agreed in the respective Individual Agreement, but in any event only if the expenses have been approved by Retarus in writing in advance and upon presentation of original invoices or suitable evidence. In such cases, after consultation with Retarus, the following reimbursements shall be made after deduction of any VAT:

National rail:	Second class
Air travel:	Economy Class up to EUR 200.00 in DE, up to EUR 400.00 in EU and up to EUR 1.000,00 for RoW
Mileage allowance:	EUR 0,50
Accommodation (flat rate):	EUR 80,00

Other flat-rate expenses or travel time will not be reimbursed unless expressly agreed otherwise.

- (7) Contractor shall be responsible for taxes to the extent that it is the tax debtor under the law of the tax-levying state. In particular, Retarus shall not be liable for domestic and foreign direct taxes (e.g. income tax) as well as withholding taxes. Retarus shall be entitled, to the extent required by law, to withhold taxes at source or other levies and to pay such taxes to the competent authority. This also applies if the underlying Individual Agreement between the Parties has expired, but Retarus is legally obliged to withhold the aforementioned taxes and levies and pay them to the competent authorities.
- (8) As security for the fulfillment of all contractual obligations, Retarus shall be entitled to retain 5% of the total remuneration as per the relevant Individual Agreement from any installment payments or the final payment. After expiry of the warranty period, such security shall be returned insofar as it has not previously been claimed.
- (9) Contractor shall be entitled to redeem the security stipulated above against an unlimited, directly enforceable and irrevocable guarantee of a German credit institution in the equivalent amount; costs of such guarantee shall be borne by Contractor.
- (10) Notwithstanding the foregoing, Contractor shall in any case inform Retarus without undue delay of any impending or existing payment difficulties or of any possible or filed insolvency.
- (11) Rights of use to software and deliverables

§ 7 If Contractor's performance includes the creation and delivery of software or deliverables for Retarus, the following shall apply:

In this context, deliverables shall include, in particular, all works and work results protected or protectable by copyright (including software, databases, any graphic representation and texts), services protected by other property rights, inventions and know-how.

- (1) Contractor - as far as legally possible - (i) shall, at the latest at the time of creation, irrevocably transfer to Retarus the exclusive rights of use and exploitation to all deliverables resulting from or related to an Individual Agreement, unrestricted in terms of time, content, and territory, or (ii) undertakes to conduct such a transfer if an advance transfer is impossible. This shall also apply in the event of cancellation or other premature termination of the contract. The rights of use shall include, in

particular, the rights to publish or reproduce deliverables in whole or in part; to distribute, transfer, sublicense or otherwise pass them on to third parties, e.g. for possible follow-up orders; to reproduce them in public and make them accessible also via data networks; to process or redesign deliverables, as well as types of use unknown at the time the rights were granted. The exercise of such rights by Retarus is not mandatory, however.

- (2) If ownership to deliverables can be established and transferred, Contractor shall also grant such right of ownership to Retarus at the time of creation. If deliverables are subject of or part of an invention, Contractor shall already transfer all rights to and from the invention or part of the invention to Retarus.
- (3) If an Individual Agreement provides for the creation or editing of software, the corresponding source code including meaningful and comprehensible documentation shall belong to Retarus upon creation and shall be handed over to Retarus at any time upon request or, in any event, after the termination of the respective Individual Agreement.
- (4) If Contractor provides services or deliverables, the inclusion of Freeware or Open-Source Software (hereinafter collectively: "OSS") for the purpose of fulfilling the contract is excluded, unless Retarus consents to such use in writing in advance. If Contractor uses OSS after corresponding approval by Retarus, it shall provide Retarus in writing with a list of all used OSS components with a reference to the respective license as well as a copy of the complete license text, unless already provided. Furthermore, Contractor shall hand over existing copyright notices as well as the corresponding source code.
- (5) No further consent of Contractor is required for the full or partial exercise of the aforementioned rights. Contractor agrees that its right to be named as the author shall be exercised in accordance with industry practice.
- (6) Upon payment of the agreed remuneration, all claims of Contractor arising from the granting of the rights pursuant to para 0 to (3) shall be settled, including after the end of the contractual relationship. Mandatory statutory claims to remuneration under copyright law shall remain unaffected.
- (7) The granting of rights shall remain unaffected by the termination or expiry of the contractual relationship. Retarus shall not be obligated to provide Contractor with access to deliverables created by Contractor after termination or expiry of the contractual relationship.
- (8) Contractor shall indemnify Retarus upon first demand against all third party claims, liabilities, damages, losses, expenses and costs arising from infringements of rights (e.g. copyrights, trademark rights, name rights, patent rights) by services or deliverables provided by Contractor.

§ 8 Delivery of goods

If Contractor's performance includes the manufacture and / or delivery of goods, the following shall apply:

- (1) Contractor shall notify Retarus as soon as possible, at the latest immediately after an order by Retarus, whether the goods contain OSS. Such notice shall contain a list of all used OSS components with a reference to the respective license as well as a copy of the complete license text. If the respective license requires the disclosure of source code, it shall also be made available to Retarus. If the notice and/or the provision of the aforementioned information is made after an order has been placed by Retarus, Retarus shall be entitled to revoke the order within 14 calendar days after receipt of Contractor's comprehensive information.
- (2) Retarus may return to Contractor and Contractor shall be obliged to properly dispose of any packaging material and/or electrical / electronic scrap in connection with delivered goods free of charge. Contractor shall provide Retarus with evidence of any required registration (e.g. EAR Foundation). Upon request, Contractor shall also provide proof of lawful disposal and documents and information required for proof vis-à-vis the authorities.
- (3) If the contractual Services include the delivery of standard software, Contractor shall grant Retarus and its Affiliates, a non-exclusive, irrevocable, transferable and sub-licensable right of use for such standard software and the associated documentation for business purposes. This shall apply irrespective of

whether the standard software is permanently connected to the delivered goods or whether it is delivered separately. Upon payment of the contractually agreed remuneration, all claims of Contractor arising from the granting of the above rights shall be settled, including after the end of the contractual relationship.

- (4) For material defects, Retarus may demand at its reasonable discretion subsequent performance or cure at Contractor's expense within a reasonable time limit. Contractor shall bear all related expenses, in particular any transport and removal and/or installation costs. After unsuccessful expiry of the designated period, Retarus shall be entitled to carry out the performance or cure itself or to arrange for substitute performance at Contractor's expense.
- (5) Claims due to material defects shall be subject to a three-year limitation period after delivery or acceptance, as applicable. The limitation period shall be suspended by notification of a defect.
- (6) Retention of title by Contractor shall only be binding if expressly and separately agreed in writing (outside any general terms and conditions of Contractor).
- (7) If Retarus provides Contractor with materials, Contractor shall separate these from other materials, mark them as the property of Retarus and store them with the care of a prudent businessman. Contractor shall be obliged to prevent access by third parties and to inform Retarus immediately of any changes in the quantity or condition of the materials provided.

§ 9 Term and termination

- (1) The term and termination of an Individual Agreement shall be governed by the provisions set forth therein.
- (2) The right to extraordinary termination for good cause shall remain unaffected. In particular, Retarus shall be entitled to withdraw from or terminate the Individual Agreement for good cause immediately if (i) insolvency proceedings have been instituted against Contractor or the commencement of insolvency proceedings has been rejected for lack of assets, (ii) the proper contractual performance is jeopardized because Contractor has not only temporarily suspended its payments, or (iii) Contractor has discontinued or sold its business operations or a significant part of its business operations.
- (3) Terminations require the written form.
- (4) After termination of an Individual Agreement or at any time upon request of Retarus, Contractor shall return documents provided by Retarus including access authorizations and any copies thereof. Contractor does not have a right of retention to such documents.

§ 10 Confidentiality

- (1) Unless the Parties have concluded a separate confidentiality agreement that provides at least a level of protection equivalent to this § 10, the following applies:
- (2) Contractor shall maintain confidentiality regarding Retarus' business and trade secrets as well as about all other matters that become known to it from and in connection with its activities for Retarus ("Confidential Information"). Contractor may only use such information for contractually agreed purposes and only make it available to those Consultants who are required to have access in connection with the performance under the respective Individual Agreement ("need to know"), provided that these Consultants are subject to confidentiality obligations that provide at least a level of protection equivalent to this § 10.
- (3) Contractor is not permitted to exploit such information, or any documents and work results created by Contractor in the course of the cooperation with Retarus, or to create records and reproductions for purposes outside the contractual relationship. Obtaining business and trade secrets by imitation, *reverse engineering* or the like is prohibited.
- (4) Publications referring to Contractor's activities for Retarus or to work results from Individual Agreements and affect business interests of Retarus, require the prior written consent of Retarus.
- (5) The provisions set forth in para (2) to (4) shall also apply to data and information of any customers / end customers of Retarus.
- (6) These confidentiality obligations shall survive any termination

of the contractual relationship for a period of five (5) years, provided that for Confidential Information that is considered a trade or business secret under applicable law, such obligations shall continue until such Confidential Information is no longer a trade or business secret.

- (7) Retarus may at any time request in writing that Confidential Information – in whole or in part - be completely returned or irrecoverably destroyed or deleted within a maximum period of fourteen (14) days. Contractor shall immediately confirm in writing the complete return or the non-recoverable destruction or deletion. This shall not apply, upon evidence, to routine backup copies of electronic data and insofar as Confidential Information must be retained by the Contractor pursuant to mandatory law, provided that such Confidential Information shall be subject to the confidentiality obligations of these GTCP until the expiration of the retention period.
- (8) Contractor further assumes the obligations described in **Annex 1** ("Declaration of Compliance").

§ 11 Data privacy, information security, Supplier Code of Conduct

- (1) Contractor shall comply with applicable data protection law and shall also impose analogous obligations on its Consultants. Upon request, the Contractor shall provide Retarus' data protection officer with evidence of compliance in the form required by the statutory provisions.
- (2) Contractor shall take appropriate measures to secure data and to protect its IT systems from malware and access by unauthorized third parties in order to protect information received from Retarus and work results produced for Retarus against loss, modification, disclosure or unauthorized access.
- (3) If Contractor processes personal data as part of the Individual Agreement, the Parties shall conclude a data processing agreement pursuant to applicable data protection law.
- (4) Contractor has read and understood the Retarus Supplier Code of Conduct and shall comply with the requirements stated therein. Contractor will keep itself informed of the implementation of changes to the Supplier Code of Conduct, by regularly consulting www.retarus.com/company/order-facilities/.

§ 12 Liability

- (1) Contractor warrants absence of material or legal defects in accordance with applicable law and these GTCP. Contractor warrants in particular that software used or created by Contractor is free from malware (e.g. viruses). If applicable, Contractor shall provide confirmation of appropriate testing thereof and the methodology in the respective acceptance protocol.
- (2) Contractor shall provide its services, work or goods unencumbered from third party rights. In particular, the exercise of the granted rights of use may not be impaired by rights of third parties.
- (3) Contractor shall indemnify, defend and hold Retarus harmless upon first request against all third-party claims (e.g. Retarus' customers) resulting from Contractor's breach of contract or applicable law. Such indemnification shall include all liabilities, costs and expenses incurred by Retarus in connection with such third-party claims unless reimbursed by third parties. Retarus shall immediately notify Contractor of the assertion of any third-party claim and shall not make any payments or acknowledge any claims without consulting Contractor. If Contractor fails to defend a claim or does not pursue the defense to the required extent, all claims shall remain reserved for Retarus. Retarus shall provide Contractor with available information and documents for the defense against such claims.
- (4) Claims due to legal defects shall be subject to a two-year limitation period and shall commence at the end of the calendar year in which the claim arose and Retarus became aware of the defect and the entitled claimant or should have become aware without gross negligence. The limitation period shall be suspended by a notification of a defect.
- (5) No failure or delay on Retarus' part in exercising any of its rights or remedies will operate as a waiver thereof. No single or partial exercise of any right or remedy will preclude any other or further exercise thereof or of any other right or remedy. Contractor's contractual obligations shall continue to apply and remain fully effective.

§ 13 Miscellaneous

- (1) During the term of any Individual Agreement, Contractor shall maintain a general liability insurance policy with sufficient coverage for the subject matter of the contract and/or the respective operational risks. Contractor shall provide Retarus with evidence thereof upon request.
- (2) Upon request, Retarus shall be entitled to reasonably audit - or to have a third party audit on its behalf - Contractor's performance and compliance with the contractual provisions at any time. Contractor shall reasonably support such audits and provide all necessary information.
- (3) Contractor may not assign claims or other rights without the prior written consent of Retarus.
- (4) Contractor may only offset undisputed or legally established counterclaims against a claim of Retarus and may exercise a right of retention solely on the basis of such counterclaims.
- (5) In the event of disputes arising from or in connection with these GTCP or Individual Agreements (hereinafter: "**Dispute**"), the Parties shall attempt to reach an amicable settlement. In the event of failure of an amicable settlement after a period of one (1) month following written notification of a Dispute, the exclusive place of jurisdiction for all Disputes shall be Munich, to the extent permitted by law.
- (6) These GTCP and all services, work and deliveries rendered thereunder shall be governed exclusively by the laws of the Federal Republic of Germany, excluding German private international law and the UN CISG.
- (7) No collateral agreements have been made. Amendments and supplements to these GTCP or Individual Agreements shall be marked as such, must be in writing and shall become binding upon signature of both Parties. Verbal collateral agreements shall be binding only if confirmed in writing. This also applies to the waiver of the written form requirement, which shall also be fulfilled by simple electronic signatures. In particular, amendments by permanent practice or implied conduct shall be excluded.
- (8) The validity of the remaining provisions shall not be affected if any provision of these GTCP be or become invalid or contain a gap. In such a case, the Parties will cooperate in replacing the invalid provision or gap with legally effective provisions approximating the economic purpose intended by the Parties upon conclusion of the contractual relationship as closely as possible.
- (9) Retarus' assignment of contracts, and/or the rights and/or obligations arising from these GTCP or from Individual Agreements, in whole or in part, to third parties, in particular to Affiliated Companies, does not require Contractor's consent.

Annexes:

Annex 1 - Declaration of Compliance with the requirements of applicable data protection laws as well as banking, business, and telecommunications secrecy

We hereby confirm that we have informed our personnel, including but not limited to employees and/or any subcontractors ("Personnel") about the requirements of

- the GDPR, e.g. principles for the processing of personal data pursuant to Art. 5 (1) GDPR,
- other data protection law, e.g. the BDSG, TT-DSG or social data protection pursuant to § 78 SGB X,
- banking and business secrecy, e.g. the GeschGehG,
- competition law, e.g. the UWG, and
- the secrecy of telecommunications, e.g. pursuant to § 3 TT-DSG, § 206 StGB,

and have obligated such Personnel in writing to comply with all requirements, if and to the extent applicable to activities within the scope of performance for retarus GmbH.

Further, we confirm that we have obligated our Personnel in writing to maintain secrecy about all matters that come to their knowledge as a result of and in connection with their activities for retarus GmbH, even after termination of their contract with us.

We will also commit new Personnel accordingly.

We are aware that violations of the above-mentioned regulations are punishable by fines or imprisonment and may at the same time constitute a violation of other obligations (such as obligations pursuant to the underlying contract).

Any further compliance obligations arising from the underlying contract or from other agreements shall remain unaffected by this declaration.

The above-mentioned obligations shall expressly also apply with regard to any activity for customers of retarus GmbH.