

1. Scope; no other terms and conditions apply

1.1 These Contractual Terms and Conditions for Contractors – hereinafter abbreviated as the “**CTCCs**” – apply to all agreements on the basis of which the contractual partner – hereinafter referred to as the “**Contractor**” – delivers or performs products and/or services – hereinafter collectively referred to as “**Services**” – as a (sub-)contractor for the respective contracting company of the CONET Group as the principal – hereinafter referred to as “**CONET**” – during projects for CONET customers – the latter hereinafter referred to as “**Customers**”.

1.2 Together with the provisions of the individual project agreements entered into, these CTCCs apply exclusively. Any terms and conditions of the Contractor that are to the contrary or that deviate from these CTCCs will not form part of the Agreement even if CONET does not expressly object to their inclusion. If the Contractor does not agree with this, it must notify CONET of this fact in writing without undue delay.

1.3 CONET expressly does not accept standardised clauses referring to general terms and conditions of the Contractor.

1.4 These CTCCs also apply to all future agreements with the Contractor, in particular to future individual project agreements.

2. Amendments to the CTCCs

2.1 CONET is entitled to amend the CTCCs with effect for existing contractual relationships as well, provided that it adheres to the following procedure.

2.2 CONET will inform the Contractor in writing or in text form of any amendments to the CTCCs at least 30 days before the amendments are scheduled to take effect.

2.3 The Contractor can object to the amendments in writing within 30 days of receiving the notification of them. If no objection is made and the Contractor continues to provide the Services after the deadline for objections expires, the amendments will be deemed to be effectively agreed for all Services provided as from the expiry of the deadline

3. Content and scope of the Services

3.1 The content and scope of the Services to be provided by the Contractor will be agreed by the parties in individual project agreements that also stipulate the commercial details and, if necessary, other individual aspects. Each individual project agreement will be signed by both parties once the agreement has been reached.

3.2 In the event of contradictions, the respective individual project agreement will take precedence over the CTCCs.

3.3 The parties are not obliged to enter into individual project agreements.

4. Provision and quality of Services

4.1 The Contractor will provide the Services in a professional manner and in accordance with the current state of the art.

4.2 The Contractor will provide the Services independently, taking individual responsibility. The Contractor is free to determine when and where the Services are provided and in what manner. Neither CONET nor the Customer is entitled to issue instructions.

4.3 Mutually agreed performance dates and execution deadlines with regard to the Contractor’s Services are binding for both parties unless they are expressly referred to as non-binding.

4.4 The Contractor will perform the Services using its own operating equipment. If operating equipment of the Customer must be used, potentially due to particular requirements (e.g. safety precautions or technical requirements), the par-

ties will reach a mutual agreement on this matter.

4.5 If it is apparent to the Contractor that information (e.g. the description of services), agreed dates or execution deadlines and/or calculated costs or expense calculations) provided by CONET or the Customer are, from a professional perspective, incorrect, incomplete, unclear or objectively not feasible or achievable, the Contractor will inform CONET of this fact without undue delay in text form.

4.6 If it is apparent to the Contractor that it cannot meet performance dates or execution deadlines to which it has given a binding commitment and/or any budget calculated, it will inform CONET of this without undue delay, stating the reasons.

4.7 The Contractor will inform CONET without undue delay in text form of any requests and/or objections made by the Customer, in particular objections to Services provided by the Contractor as well as the request to amend agreed Services.

4.8 To the extent that it is reasonable for the Contractor to do so, the Contractor will, when providing its Services, note and comply with the Customer’s guidelines (e.g. standards for software and hardware projects, safety and data protection guidelines), provided that it has been made aware of such guidelines by CONET or by the Customer and that it has not objected to complying with them for good cause.

4.9 If any Services are provided at Customer facilities, the Contractor is obliged to enjoin its staff and any third parties deployed to act with care and to handle the Customer’s property in a careful manner, and to also exercise the same care itself.

4.10 The Contractor is free to perform work for third parties provided that, in doing so, it does not breach the contractual agreements made with CONET.

5. Deployment of third parties to provide Services

5.1 The Contractor is generally entitled to deploy its own staff and/or other third parties to provide Services if they are appropriately qualified in each case.

CONET is entitled to object to the deployment of the third parties if good cause exists (e.g. if there are objective indications that the person is untrustworthy or if the third party is a competitor of CONET). In this case, the parties will agree on a solution by mutual consent.

5.2 The Contractor remains CONET’s exclusive contractual partner in all cases. The engagement of the third party does not affect the contractual obligations of the Contractor.

5.3 The Contractor bears full responsibility for the deployment of the third parties and for the provision of Services by the deployed third parties and has the sole right to issue instructions to them. The Contractor will oblige the third parties to act in accordance with the provisions of the respective individual project agreement as well as the CTCCs.

5.4 The induction of employees and other third parties by the Contractor will not be remunerated by CONET.

6. Acceptance of results of work; documentation requirements

6.1 If the provision of Services leads to results of performance that are eligible for copyright protection – hereinafter referred to as “**Results of Work**” – the Contractor will notify CONET of the completion thereof in each case without undue delay in text form.

6.2 CONET will review the Results of Work notified to it within a reasonable period and, in the case of approval, declare that it accepts them.

The parties can agree by mutual consent that the review of

the Results of Work and the declaration of acceptance by CONET will be replaced by a corresponding review and acceptance by the Customer.

- 6.3 By conducting the acceptance procedure, CONET or the Customer also complies with any existing commercial duties of examination and reprimand.
- 6.4 If the delivery of documentation is agreed, the documentation must, unless otherwise stipulated in the individual project agreement, contain all details of the Services and in particular a complete description and discussion of all decision-making bases relating to the agreed task that are required by the Customer in order to take any decisions concerning implementation. The documentation must be delivered by e-mail in a standard electronically editable format.
- 6.5 The payment of agreed remuneration and the use of Results of Work by CONET and/or the Customer do not constitute acceptance, review of the content or approval of the Results of Work.

7. Remuneration and payment terms

7.1 The Contractor will receive the remuneration specified in the individual project agreement for the provision of the agreed Services invoiced in accordance with the agreement. The agreed remuneration settles in full the Services provided by the Contractor under the individual project agreement, including all agreed rights granted.

7.2 Unless otherwise stipulated in the individual project agreement, the remuneration will be paid according to time worked, i.e. on the basis of the time actually worked and evidenced by the Contractor; payment will be made monthly afterwards.

Any agreed daily rates apply on the basis of 8 hours per day; a maximum of one daily rate may be billed per calendar day. If fewer than 8 hours per day are worked, the daily rate will be paid pro rata temporis.

Breaks are not deemed to be work performed.

7.3 Any total scope and/or work stated in the individual project agreement or elsewhere is deemed to be a non-binding calculation unless it is expressly referred to as binding (e.g. as a binding fixed price). The Contractor is not entitled to remuneration for any non-binding calculation of total scope and/or work; the remuneration will be calculated solely on the basis of the work actually performed, subject to the following section 7.4.

7.4 The Contractor is not entitled to the remuneration of Services that exceed an agreed volume, the agreed total scope or work or the agreed term of the individual project agreement unless CONET has consented to this in advance in writing or in text form or subsequently approves this in writing or in text form.

7.5 If the provision of Services relates to the preparation or delivery of Results of Work, the agreed remuneration will not become due before the acceptance of these Results of Work (cf. section 6).

7.6 If CONET makes partial and/or advance payments under an agreement, these payments will in each case constitute instalments and, as such, will be subject to the acceptance of any agreed Results of Work.

7.7 The Contractor will prepare its invoices in each case in duplicate on the basis of and enclosing records of work that – unless otherwise stipulated in the individual project agreement – must contain at least the following information and other elements:

- CONET order number (from the individual project agreement, the individual request or the order) in the subject line;

- location, time, duration and description of the respective provision of Services;
- names of the employees entrusted by the Contractor with the provision of Services (unless the Contractor provides the Services personally);
- sign-off of the work by signature of CONET or of the Customer;
- any acceptance reports relating to agreed Results of Work signed by CONET or the Customer, together with the versions of the records of work signed off by CONET or the Customer.

By signing off the records of work, CONET or the Customer is merely confirming that it has received and noted them. This does not constitute a declaration that Services have been reviewed in terms of their content and/or approved.

7.8 In addition to enclosing the records of work prepared in accordance with the agreement with the respective invoice, the Contractor must send the records of work or, if it was not yet able to prepare the record of work in accordance with the agreement, a report of the number of hours worked to the e-mail address communicated by CONET, in each case on the last working day of the month in which the Services were provided. Unless otherwise specified by CONET, the following e-mail address applies: PMO@conet.de.

7.9 The Contractor is advised that if the CONET order number is not indicated in the subject line of its invoice, CONET may be unable to attribute the invoice to the Contractor and therefore cannot ensure that it will be appropriately recorded in its accounting system. It is not sufficient to indicate the agreement number of the individual project agreement or similar.

7.10 The remuneration must be invoiced together with statutory value added tax as currently applicable unless the Contractor or the work is exempt from value added tax.

7.11 Unless a different payment period is agreed, invoices submitted for Services to which neither CONET nor the Customer has objected will be paid by CONET within 30 calendar days of receipt of the respective invoice. An invoice is payable if the records of work and the invoice are prepared and submitted in accordance with the agreement (cf. in particular section 7.7).

7.12 If claims for the elimination of defects are asserted in respect of the agreed delivery of Results of Work (e.g. in the acceptance report), CONET can retain an appropriate proportion of the remuneration, but at least three times the costs expected to be required for rectifying the defects, until the rectification of the defects is successfully completed.

7.13 Travel times, travel costs and expenses will not be reimbursed separately unless expressly otherwise stipulated in the individual project agreement.

7.14 The Contractor is solely responsible for paying tax on the remuneration, for insurance of any kind and for remitting any social security contributions.

7.15 The Contractor must, within its area of responsibility, retain all documents that are relevant to proving the Services provided and the invoicing for a period of at least one year from the termination of the respective individual project agreement and, at CONET's request, must make at least a copy of them available to CONET without undue delay.

The above provision will continue to apply for a period of one year after the termination of the respective individual project agreement.

8. Liability for defects

8.1 The Contractor warrants that the Results of Work prepared by it, its employees and/or other third parties deployed are free of defects in quality or title. Any defects recognised by

the Contractor and/or reported to it by CONET or the Customer will be remedied by the Contractor without undue delay by way of rectification or a new delivery ("Subsequent Performance").

- 8.2 If the Contractor does not undertake the Subsequent Performance without undue delay, at the latest within an appropriate period of usually no longer than ten working days, or if the Subsequent Performance is unsuccessful, CONET is entitled, with regard to the Results of Work concerned, to appropriately reduce or to rescind, at its election, the part of the Services concerned under the individual project agreement. If the defect has material effects on the provision of Services under the individual project agreement, CONET is also entitled, at its election, to rescind the individual project agreement in its entirety.
- 8.3 The above provisions apply mutatis mutandis to Services that contain faults, i.e. are not in accordance with the agreement.
- 8.4 Other statutory rights of CONET remain unaffected.

9. Rights of use and exploitation

- 9.1 CONET alone is entitled to all results of performance that arise under the respective individual project agreement, regardless of the form in which they arose or how they are constituted, and the Contractor hereby assigns all such results of performance to CONET in advance in full; CONET hereby accepts this assignment.
- 9.2 If Results of Work arise as part of the performance of an individual project agreement (cf. section 6.1), the Contractor hereby assigns in advance to CONET, which hereby accepts the assignment, the free-of-charge, exclusive and transferable right of use and exploitation, which is unlimited in terms of territory, time and content, for all known and unknown types of use and exploitation, as well as all industrial property rights – including the right to the grant of a patent as well as the rights under the corresponding patent – and legal positions that are similar to such industrial property rights.

In particular, the right of use and exploitation includes the right

- to reproduce and disseminate the Results of Work in all visual or other presentation formats, in particular through printing, machine-readable recording, electronic reproduction, entry as data and recording in computer programs, provision of public access and/or public reproduction (e.g. in online applications, online services, online archives and other information offerings on the internet, including on the mobile internet), including on mobile devices, storage for retrieval and/or download, for recording, transferring, reproducing via image or sound storage media, broadcasting, performing, exhibiting, (remote) data transfer as well as via other visual or audiovisual media, in accordance with all technical procedures, including on the internet and in other data networks;
- to any other form of digital and other exploitation, in particular marketing, public performance as well as other forms of presentation and reproduction, including in parts or extracts, both online and offline;
- to associate the Results of Work with other works and performances (right of processing and combining);
- to use the Results of Work merely in parts or extracts;
- to restructure, alter, redesign and adapt the Results of Work and transfer them to other forms of work;
- to wholly or partially transfer the granted rights to third parties (in particular to the Customer) and to grant licences that are restricted and/or unrestricted in terms of duration and content, if appropriate in a tiered manner.

- 9.3 The above rights of use and exploitation also apply to any source code prepared as part of the provision of Services and to the related developer documentation.
- 9.4 If Results of Work are eligible for protection as industrial property rights, CONET is entitled to register industrial property rights for them in its own name in Germany and abroad, to continue to pursue such rights or to discontinue these efforts at any time. To this end, the Contractor will provide CONET with all the necessary information and will refrain from doing anything that could be harmful to the grant or maintenance of the industrial property rights.
- 9.5 CONET is under no obligation to exploit Results of Work of the Contractor.
- 9.6 The rights granted above are settled in each case by the remuneration specified in the individual project agreement.
- 9.7 The rights granted above will remain effective after the termination of the individual project agreement.
- 9.8 The Contractor is entitled to use the Results of Work only if and to the extent that this is necessary to perform the individual project agreement in accordance with the agreement.
- 9.9 The Contractor is responsible for ensuring that the Results of Work to be delivered by it under the individual project agreements were prepared by the Contractor itself and are not encumbered by third-party rights and are hence free of defects in title. In particular, in order to prepare the Results of Work, the Contractor may not use any material in which there are third-party rights and/or which causes the Results of Work to be otherwise encumbered by third-party rights.

In the case of doubt, the Contractor will notify CONET of any existing third-party rights without undue delay in text form before handing over the Results of Work concerned.

- 9.10 In the event that Results of Work are encumbered by third-party rights and CONET is therefore exposed to recourse claims by third parties, the Contractor will indemnify CONET against such third-party claims within the scope of the statutory provisions and reimburse CONET for the necessary costs of litigation.
- 9.11 CONET is not obliged to use the company name or the name of the Contractor when exercising the rights assigned to CONET.
- 9.12 Furthermore, the Contractor authorises CONET to exercise the Contractor's personal property rights to the extent that this is legally permitted and not precluded by substantial moral interests of the Contractor.
- 9.13 The Contractor may continue to use know-how that it had already acquired before it began to provide the Services or that it had already demonstrably developed without CONET's involvement during the cooperation.

10. Protection of confidential information; data protection

- 10.1 The Contractor must treat as confidential all trade secrets within the meaning of Section 2 No. 1 of the German Act on the Protection of Business Secrets (Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG) of which it becomes aware in the course of performing the agreement and all other confidential information – e.g. of a technical, commercial or organisational nature, in particular information revealed in protected documents, including the individual project agreements entered into between CONET and the Contractor and the terms set out therein – and must protect such trade secrets against unauthorised access, disclosure, reproduction, use and against any other misuse by third parties that are not involved in the performance of the agreement – hereinafter referred to as the "Duty to Protect Confidential Information".

The Contractor must equally treat as confidential all Work Results produced, in particular in the form of concepts

and/or software developments, including the documentation that accompanies such Work Results and that is necessary or useful in order to understand the Work Results produced.

The Contractor is obliged to take all appropriate measures to comply with the above Duty to Protect Confidential Information.

- 10.2 CONET's written approval is required in order to disclose trade secrets and/or other confidential information to persons who are not involved in the performance of the agreement.
- 10.3 The Contractor is prohibited from making copies and/or other reproductions of confidential information for purposes other than the fulfilment of the contractual obligations. CONET or the Customer retains ownership of the reproductions. The Contractor possesses them merely as a bailor ["Besitzmittler"].
- 10.4 In any case, the Contractor is strictly prohibited from carrying out reverse engineering pursuant to Section 3 Paragraph 1 No. 2 GeschGehG with regard to the trade secrets and/or other confidential information, for whatever purpose.
- 10.5 Information that is generally published by CONET or the Customer or that represents generally accessible knowledge does not constitute confidential information in the above sense.
- 10.6 Unless otherwise agreed, the Duty to Protect Confidential Information ends once five years have elapsed since the respective information has become known; however, in the case of continuing obligations, the Duty to Protect Confidential Information does not end until the termination of such continuing obligations.
- 10.7 The Contractor must take into account and comply with the statutory provisions on data protection and oblige its staff and any third parties deployed to provide the Services to comply with these statutory provisions as well as to protect the confidentiality of the data.
- 10.8 The above provisions on the protection of confidential information and data protection continue to apply for a period of five years after the termination of the respective individual project agreement.

11. Surrender of data, documents and results of performance; auxiliary means; destruction

- 11.1 All data and documents relating to the respective provision of Services, CONET and/or the Customer, regardless of what form they take, as well as all results of performance, including the copyrightable Results of Work, whether finished or unfinished, must be surrendered to CONET at the latter's request, provided that such a request is not made for extraneous reasons, but must be surrendered to CONET for whatever reason at the latest when the individual project agreement concerned is terminated. No right of retention applies.

Once the respective individual project agreement is terminated, CONET can request that the Contractor completely deletes or destroys any data and/documents still in its possession.

At CONET's request, the Contractor must make a declaration in lieu of an oath with regard to the complete fulfilment of the above obligations.

- 11.2 At CONET's request, the auxiliary means used or newly developed to prepare the results of performance or adjusted in line with the results of performance being created (e.g. methods, technologies, tools, software modules) must be communicated to CONET in an itemised manner stating the origin, purpose and value, when the results of performance are surrendered.

At CONET's request, provided that such a request is not made for extraneous reasons, the Contractor will surrender

the auxiliary means to CONET and grant the latter the rights of use and exploitation requested by CONET in the auxiliary means on appropriate terms, to the extent that the Contractor has the right of disposal in this regard. A separate agreement will be made on this matter.

12. Compliance with German Minimum Wage Act; indemnification

- 12.1 The Contractor is responsible for ensuring that it and the third parties deployed by it comply with the German Minimum Wage Act (Mindestlohngesetz – MiLoG) within the scope of application of this Act.
- 12.2 The Contractor undertakes to CONET that, in respect of its employees, it will comply with the provisions of the German Minimum Wage Act as amended and that, when providing the Services, it will pay all employees over the age of 18 in its company at least the statutory minimum wage according to the German Minimum Wage Act.
- 12.3 If tax audits establish shortcomings in the Contractor's compliance with the provisions of the German Minimum Wage Act, the Contractor must remedy this situation without undue delay. Moreover, the Contractor must take suitable measures to ensure that it complies with the provisions of the German Minimum Wage Act in future.
- 12.4 The Contractor must carefully select any third parties deployed by it and in particular review their offer to determine whether it is calculated on the basis of the minimum wage required under the German Minimum Wage Act.

If Services are provided by third parties, the Contractor will ensure that these third parties comply with the obligations under the German Minimum Wage Act as amended. The same applies to all subcontractors of the third parties deployed as well as to all temporary employment agencies that provide the third parties deployed.

- 12.5 The Contractor will indemnify CONET upon first request against any liability of CONET with regard to the statutory minimum wage as well as against all claims legitimately asserted in the event of a violation by the Contractor.

This indemnification also applies in the event that employees of the third parties deployed by the Contractor assert claims against CONET under the German Minimum Wage Act. The same applies to claims of the employees of other subcontractors or temporary employment agencies.

- 12.6 In the event that the Contractor violates provisions of section 12, CONET is entitled at its discretion to terminate the individual project agreement concerned and/or all ongoing individual project agreements without notice.

In the event of such a legitimate termination, CONET can withhold any payments due to the Contractor until the conclusion of the procedures regarding the German Minimum Wage Act.

13. Term of the agreements and termination

- 13.1 Individual project agreements enter into force in each case upon being signed by both parties and have the term stipulated in the individual project agreement.
- 13.2 If no term is agreed, the individual project agreement can be terminated by each party giving notice of four weeks to the end of the month.
- 13.3 CONET can terminate the individual project agreement at any time, including before the expiry of any agreed term, by giving notice of seven calendar days if the agreement between CONET and Customer on which the individual project agreement with the Contractor is based is prematurely terminated, unless CONET is responsible for the termination of the agreement in question. CONET will inform the Contractor without undue delay in text form about the premature

termination of the agreement with the Customer.

In the event of termination by CONET pursuant to the above provision, the Contractor will be remunerated for the Services provided by it until the termination became effective. No further claims by the Contractor are possible.

13.4 Each party is entitled to terminate the individual project agreement by way of extraordinary termination if good cause exists in respect of the person of the other party and this makes it unreasonable to continue the individual project agreement.

13.5 When the Contractor receives the notice of termination from CONET, it must cease the provision of the Services without undue delay unless otherwise stipulated by CONET.

13.6 In all cases, notice of termination of individual project agreements must be given in writing and signed.

14. Customer protection

14.1 The Contractor hereby undertakes not to work directly or indirectly for the Customer named in the individual project agreement on its own behalf or on behalf of third parties for the duration of the respective individual project agreement and for a period of one year after it is terminated – hereinafter referred to as the “**Customer protection**”.

In the case of Customers with geographically separate locations, the customer protection applies only to the locations at which the Contractor was deployed or which placed an order with CONET that the Contractor helped to fulfil.

If the Customer is an affiliated company within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktengesetz – AktG), the Customer protection does not apply to the other affiliated companies.

If the Customer employs more than 500 staff within Germany, the Customer protection applies only to the business area of the Customer that engages CONET.

14.2 The Customer protection established in the above section is settled in full by the remuneration stipulated in the respective individual project agreement.

14.3 If the Contractor breaches the Customer protection established above, CONET can demand a contractual penalty for each case of violation. Unless otherwise agreed in writing in an individual case, this contractual penalty amounts to EUR 400.00 for each day of the violation of the Customer protection established above, but will not exceed 75% of the value of the order under the individual project agreement concerned or (after this is terminated) of the relevant order. CONET does not have to reserve the right to demand a contractual penalty.

14.4 CONET’s right to assert any further damage and a cease-and-desist claim with regard to the violation remains unaffected.

14.5 The provisions of sections 14.1 up to and including 14.3 will continue to apply for a period of one year after the termination of the last individual project agreement.

15. Non-solicitation agreement

If and as long as individual project agreements are in force, the parties will not directly or indirectly poach any employees of the respective other party. This non-solicitation agreement will continue to apply for a period of one year after the termination of the last individual project agreement.

16. Security clearance

16.1 If necessary in CONET’s reasonable opinion for the performance of the individual project agreement, the Contractor will ensure and declare to CONET in writing at the latter’s request that, before its deployment, the Contractor underwent a clearance check pursuant to Sections 2, 24 of the

German Act on the Requirements and the Procedure for Security Clearance Checks of the Federal Government and the Protection of Classified Information (Sicherheitsüberprüfungsgesetz – SÜG) in conjunction with chapter 4.2 of the Manual on the Protection of Confidential Information in Business (Geheimhaltungshandbuch – GHB) published by the Federal Ministry for Economic Affairs and Energy or – if this is not the case – gives its binding consent to a security clearance check.

The Contractor must ensure that its employees have also undergone or will also undergo a security clearance check if this is necessary for the Contractor itself in accordance with the above provision.

The Contractor is hereby advised that, on the basis of chapter 1.5 GHB, it may not disclose any classified information (as subcontracts or otherwise) without the written approval of the official contracting authority holding the classified information [“*amtlicher VS-Auftraggeber*”].

In this case, the Contractor is also obliged to support the clearance checks that are necessary as part of the implementation of measures to protect confidential information by the Federal Ministry for Economic Affairs and Energy and to provide all necessary information.

16.2 If approval from the Federal Ministry of Defence is necessary for the provision of Services by the Contractor under the relevant individual project agreement due to statutory or official requirements, this approval must be applied for by the Contractor before the beginning of the agreement and the approval must have been granted in a legally effective manner before the beginning of the provision of Services.

Until the approval is granted in a legally effective manner, the relevant individual project agreement will be subject to the condition precedent of the granting of the approval. If it is clear that the approval will not be granted, the individual project agreement is null and void.

17. Certification of self-employment; work permit

17.1 If the Contractor is a self-employed entrepreneur, the Contractor will declare and/or confirm to CONET upon request whether/that the requirements for working as a self-employed person are met.

Until the certification is received, the individual project agreement will be subject to the condition precedent of the receipt of the certification.

17.2 The Contractor hereby guarantees to CONET that any staff of the Contractor who are entrusted with providing the Services hold an unrestricted work permit for Germany as EU citizens.

CONET can request that the Contractor provide corresponding certification at any time. Until the certification is received by CONET, the individual project agreement will be subject to the condition precedent of the receipt of the certification.

18. Concluding provisions

18.1 Publications of any kind by the Contractor (including as reference) that relate to the Services and/or results of performance under the individual project agreement require CONET’s prior written consent.

18.2 Amendments and additions to the individual project agreement and/or to these CTCCs must be made in writing and signed and must be expressly identified as such. The requirement for written form and signature also applies to an amendment to this provision.

18.3 The exclusive place of jurisdiction is the registered office of CONET if the Contractor is a merchant within the meaning of the German Commercial Code (Handelsgesetzbuch – HGB), a legal person under public law or a special fund un-

der public law or, at the time the action is filed, the Contractor has no registered office or habitual residence in the Federal Republic of Germany.

- 18.4 The legal relationships between CONET and the Contractor are governed by the law of the Federal Republic of Germany. The CISG (Convention on Contracts for the International Sale of Goods) is not applicable.