

Lufthansa Industry Solutions Group General Terms and Conditions of Contract - LHIND General Terms and Conditions -

(Last updated July 2023)

These General Terms and Conditions of Contract apply to all business relationships between the Lufthansa Industry Solutions Group company specified in the order (hereinafter referred to as "Lufthansa Industry Solutions") and the third party (the "Supplier" or "Contractor"), even if no reference is made to these General Terms and Conditions in subsequent contracts. Lufthansa Industry Solutions is only prepared to enter into business relationships on the basis of these General Terms and Conditions of Contract. Conflicting provisions in the business partner's General Terms and Conditions shall not apply, even if no explicit objection to them has been raised in specific instances.

1. Remuneration, payment, reservation and deadlines

- 1.1. Remuneration shall be based on the agreed fee. Unilateral increases to the fee during the term of the contract are excluded. As a general rule, remuneration shall be net prices plus statutory value added tax, including the costs of transport, packaging and return/disposal of packaging, and all the Supplier's ancillary and administrative costs. If travel becomes necessary at the request of Lufthansa Industry Solutions, Lufthansa Industry Solutions shall bear the travel expenses incurred as per the provisions set out in the *LHIND Travel Expense Policy* (LHIND-Reisekostenregelung) (see Appendix 1 *Travel Expense Policy*).

Value-added tax shall be invoiced separately. Invoices, which shall state the order number, item number, the date of the order and details of the relevant quantities including unit and item prices, must be forwarded to LGBS.BunSol@de.invoice.lufthansagroup.com in PDF format.

The billing addresses for the relevant companies are given below:

Lufthansa Industry Solutions GmbH & Co KG
Lufthansa Industry Solutions AS GmbH
Lufthansa Industry Solutions BS GmbH
Lufthansa Industry Solutions TS GmbH
amplimind GmbH
Postfach 28 02 07
01142 Dresden, Germany

Where the scope of services requires it, the Supplier shall document the nature and duration of the activities and shall submit this documentation together with the invoice.

- 1.2. Payment shall be made 30 calendar days after receipt of an auditable invoice (cf. paragraph 1.1). Invoices shall be issued once a month at the most.
- 1.3. The Supplier may only offset payment or exercise its right of retention against undisputed claims or claims recognised in a court of law.

- 1.4. The Supplier is obliged to transfer ownership of deliverables without any third-party rights, free of encumbrances, and without retention of title.
- 1.5. Completion deadlines may be agreed in documented format. Unless otherwise agreed, the completion deadline shall be set in the purchase order.
- 1.6. Unless stated otherwise in the order, the place of performance and fulfilment shall be the registered office of the company specified in the order.
- 1.7. Lufthansa Industry Solutions is not obliged to utilise the order volume in full, which is to say that there are no minimum purchase requirements.
- 1.8. Notwithstanding any deviating provision in the order, Lufthansa Industry Solutions is entitled to ordinary termination of the contract at one month's notice, effective at the end of the quarter. The right to extraordinary termination remains unaffected.

2. Cooperation, duties to cooperate, confidentiality, IT and information security

- 2.1. Lufthansa Industry Solutions shall appoint a responsible contact person. The Supplier shall appoint a responsible contact person no later than when the order is confirmed, the order is accepted or the contract is concluded. Unless otherwise agreed, Lufthansa Industry Solutions and the Supplier will communicate with each other via these designated contact persons. The contact persons shall take all decisions relating to execution of the contract without delay. The decisions must be documented in a binding manner.
- 2.2. The Supplier shall supply all services through its own company. Subcontracting is only possible where there is due cause for doing so, and with prior written approval from Lufthansa Industry Solutions. Lufthansa Industry Solutions is not under any obligation to grant such approval. If the Supplier is permitted to subcontract, it is obliged to impose the obligations stipulated in this contract on its subcontractors.
- 2.3. Lufthansa Industry Solutions shall supply the Supplier with the necessary documents and information in good time. It shall cooperate as necessary and in good time on the condition that the Supplier notifies Lufthansa Industry Solutions of the requirement to do so in writing and with a reasonable period of advance notice (usually 14 days).

If the Supplier recognises that a service description or a requirement is uneconomic, erroneous, incomplete, ambiguous or objectively not feasible, it shall inform Lufthansa Industry Solutions of these circumstances and the resultant consequences in writing without delay, and then await Lufthansa Industry Solutions' decision before taking further action.
- 2.4. The contractual partners are obliged to maintain secrecy with regard to business and trade secrets as well as other information of which they become aware in the course of fulfilling the contract. They may only disclose such information to persons who are not involved in the conclusion, performance or execution of the contract with the prior written consent of the respective other party. Unless otherwise agreed, this obligation shall cease to apply once five years have elapsed since the information in question became known. However, where there are continuing obligations, the obligation to maintain secrecy will not expire before these continuing obligations come to an end. Furthermore, while providing its services, the Supplier undertakes to comply with security standards recognised as state of the art and corresponding to proper business management in relation to IT and information security. The Supplier undertakes to inform Lufthansa Industry Solutions immediately in the event of an incident related to IT and information security. An incident related to information security is defined as an event that affects the confidentiality, integrity or availability of Lufthansa Industry Solutions information or services provided to Lufthansa Industry

Solutions. The Supplier shall inform Lufthansa Industry Solutions of all further steps to resolve/remedy the incident. The parties shall also impose these obligations on their employees and any third parties deployed.

- 2.5. The Supplier undertakes to comply with other statutory provisions, in particular telecommunications secrecy as per Section 85 of the German Telecommunications Act (TKG), the Telecommunications Data Protection Ordinance (TDSV) and the Telemedia Data Protection Act (TDDSG).

3. Disruptions in the provision of services

- 3.1. If contractual obligations cannot be fulfilled on time due to the effects of force majeure, such as war or civil unrest, natural disasters, fire, epidemics or quarantine, or otherwise cannot be fulfilled in accordance with the contract, the party concerned shall be released from compliance with such obligations for the duration of the disruption and to the extent the party is affected. The parties shall inform each other without delay of cases of force majeure. The aforementioned exemptions shall only apply to the Supplier if the disruptions in performance occur despite the existence of agreed precautionary measures or processes (e.g. "back-up" systems or telecommunication lines, emergency personnel) or despite precautionary measures maintained in a diligent manner and in accordance with the state of the art. In the event that the force majeure lasts longer than 10 working days, Lufthansa Industry Solutions is entitled to terminate the contract without notice.
- 3.2. If the provision of services by the Supplier is delayed, the Supplier is obligated to notify Lufthansa Industry Solutions of this immediately, stating the reasons and duration of the delay. If the Supplier falls into arrears in the supply of services, they are obligated to pay a contractual penalty amounting to 0.2% of the agreed remuneration for each working day of delayed performance, up to a maximum of 5% of the contract value. Lufthansa Industry Solutions' entitlement to performance shall remain unaffected hereby. Statutory provisions shall apply in all other respects. The contractual penalty paid shall be deducted from any claim for damages resulting from the breach of duty.
- 3.3. The two parties may only terminate this contract extraordinarily for due cause. A due cause is deemed to exist if the party giving notice cannot reasonably be expected to continue the contractual relationship until the time of the agreed termination, after all circumstances of the individual case have been considered and the interests of both parties have been weighed up. A due cause that entitles Lufthansa to extraordinary termination is deemed to exist if the Contractor does not comply with an essential contractual obligation and does not remedy this non-compliance within thirty (30) days after Lufthansa becomes aware of it.

4. Material defects and defects of title

- 4.1. Lufthansa Industry Solutions shall comply with obligations to inspect to the extent required by law (see Section 377 of the German Commercial Code [HGB]) within 4 weeks after delivery of the service. If a defect is detected, it shall notify the Supplier of this without delay. This period shall be extended as appropriate in the case of complex services or deliveries.
- 4.2. The Supplier guarantees that the delivered goods are free from defects which nullify or diminish their value or their suitability for their habitual use or their anticipated use as specified in the order. The Supplier shall be liable for its own advertising statements as well as for those of its manufacturer or importer.

- 4.3. Claims relating to a defect shall become time-barred within 36 months. The same shall apply to the reduction of remuneration or withdrawal from contract.
- 4.4. Without prejudice to the statutory warranty provisions, Lufthansa Industry Solutions may demand subsequent performance in the event of a defect. Alternatively, after the unsuccessful expiration of a reasonable period of time set for subsequent performance, which is usually 14 days, it may:
remedy the defect itself and claim reimbursement of the expenses incurred; or withdraw from the contract in whole or in part; or, instead of withdrawing from the contract, reduce the remuneration and claim compensation for damages or wasted expenditure. This provision shall not apply if the Supplier is not responsible for the breach of duty.
There is no need to set a deadline according to Clause 1, especially the event of two failures of subsequent performance, refusal of subsequent performance, or subsequent performance being unreasonable.
- 4.5. If a third party makes a claim against Lufthansa Industry Solutions due to the Supplier's failure to perform in accordance with the contract, the Supplier shall indemnify Lufthansa Industry Solutions against all such claims and their consequences.

5. Public statements, trademarks, trade name

- 5.1. The Supplier undertakes not to make any public statements or disclose or publish any other information in connection with its business relationship with Lufthansa Industry Solutions, orders from Lufthansa Industry Solutions, or the subject matter of the contract in question without written approval from Lufthansa Industry Solutions (as a minimum, this approval must be in text format). In particular, the Supplier may only advertise its business relationship with Lufthansa Industry Solutions after obtaining written approval from Lufthansa Industry Solutions (in text format as a minimum). Lufthansa Industry Solutions may revoke such approval at any time and without stating its reasons.
- 5.2. The Supplier acknowledges that Lufthansa Industry Solutions does not grant it any rights to use the company name "Lufthansa Industry Solutions", word and design marks, logos, signs and other material subject to industrial property rights pertaining to Lufthansa Industry Solutions or to Lufthansa Group companies (see Section 15 of the German Stock Corporation Act [AktG]).

6. General liability of the Supplier

- 6.1. The Supplier's liability to Lufthansa Industry Solutions is always unlimited:
- a) for damages that they or their legal representatives or vicarious agents cause wilfully or negligently;
 - b) according to the German Product Liability Act;
 - c) for damages resulting from loss of life, physical injury or harm to health for which the Supplier, their legal representatives or vicarious agents are responsible;
 - d) based on a warranty declaration.
- The liability also remains in effect if Lufthansa Industry Solutions acts as a vicarious agent for the Supplier.

7. Compliance



- 7.1. The Supplier undertakes to perform this Contract in accordance with the applicable laws and directives, including those relating to anti-bribery and anti-corruption legislation (such as the U.S. Foreign Corrupt Practices Act or the UK Bribery Act). Local legal requirements must be complied with. However, the following obligations must be met as a minimum.
- 7.2. The Supplier undertakes not to give, approve, offer, accept or promise, either themselves or through third parties acting on their behalf, donations of any kind (such as bribes, pay-offs, valuable objects or other benefits) to a public or elected official or another third party (including a Lufthansa Industry Solutions employee) for the purpose of initiating or continuing business transactions, obtaining other favourable business decisions or acquiring other unlawful advantages connected with Lufthansa Industry Solutions at any time.
- 7.3. Furthermore, the Supplier confirms that it has not given, approved, offered, accepted or promised any donations as described in Clause 7.2 in connection with Lufthansa Industry Solutions and this contract, either themselves or through third parties acting on behalf of the Supplier.
- 7.4. Lufthansa Industry Solutions expects that the Supplier shall likewise require that its business partners, contractors or other third parties who are contracted or employed to perform any duties under this contractual relationship vis-a-vis Lufthansa Industry Solutions comply with the obligations specified in the above clauses.
- 7.5. Legal consequences
If the Supplier (including any third parties deployed by the Supplier in connection with this contract) is suspected of breaching their obligations specified in Clauses 7.1 to 7.5 or if the declarations made by the Supplier in Clauses 7.1 to 7.5 are incorrect, the Supplier is obliged to investigate the suspicion immediately and inform Lufthansa Industry Solutions in writing of the investigation and its outcomes. If available and permitted by law, the Supplier will provide Lufthansa Industry Solutions with all relevant documents, information and evidence to evaluate the suspicion. If the suspicion is confirmed, the Supplier will provide Lufthansa Industry Solutions with a written statement within a reasonable period of time setting out the measures taken to prevent future breaches. Lufthansa Industry Solutions is entitled, irrespective of other rights, to terminate the affected performance certificate and/or this contract, as well as any other contractual relationships, without further notice if the Supplier does not comply with these obligations within a reasonable period of time, or if the preventive measures promised or undertaken are not objectively considered sufficient to prevent future breaches of Clauses 7.1 to 7.4 even after a reasonable period of grace is set, or if the breach is repeated. This shall not affect the Supplier's obligation to provide any agreed assistance on termination.

8. Corporate social responsibility, human rights and environmental protection

Human rights and environment-related obligations in accordance with the UN Global Compact and the German Supply Chain Act (LkSG), basic principles of the ILO

- 8.1. The Supplier agrees to comply with the ten principles outlined in the UN Global Compact, the five basic principles set out by the International Labor Organization (ILO), and the following prohibitions and precepts: Prohibition of child labour; prohibition of forced labour and all forms of slavery, exploitation, degradation and abuse; prohibition of disregard for occupational health and safety and protection against work-related health hazards; prohibition of disregard for freedom of association, freedom of assembly and the right to collective bargaining; prohibition of discriminatory treatment in employment; prohibition of withholding an appropriate wage; prohibition of destruction of natural resources caused by environmental pollution; unlawful infringement of land rights; prohibition on



hiring or using private/public security personnel that may lead to negative consequences due to lack of instruction or control; prohibition of an action beyond the foregoing or a non-feasance that is directly capable of significantly and gravely impairing a protected legal position pursuant to Section 2 (1) of the German Supply Chain Act (*LkSG*), and whose unlawfulness is obvious upon reasonable consideration of all relevant circumstances; prohibition of the manufacture, use and/or disposal of mercury as per the Minamata Convention; prohibition of the production and/or use of substances within the scope of the Stockholm Convention (persistent organic pollutants or “POPs”) and the non-environmentally responsible handling of waste containing POPs; prohibition of the import or export of hazardous waste as stipulated in the Basel Convention.

- 8.2. The Supplier undertakes to ensure human rights or environment-related training is given to those employees who are responsible for minimising the risks concerned, or who are exposed to those risks. LHIND may demand that the Supplier produce proof that they provide suitable training sessions and of participation in such sessions, and/or that they ensure that the Supplier's employees in question take part in any relevant training offered by LHIND.
- 8.3. If LHIND requests information from the Supplier as part of risk analyses it performs in accordance with the German Supply Chain Act in order to identify or assess human rights or environment-related risks, the Supplier shall supply LHIND with the necessary information to a sufficient extent, to the extent this is permitted by applicable law or contractual agreements. The Supplier agrees that, for the purposes of risk analysis, LHIND may transfer relevant information regarding its contractual relationship with the Supplier to a service supplier specialising in risk analysis and have this information processed there for the purpose of risk analysis on its own behalf.
- 8.4. If the Supplier identifies a potential violation of human rights or environmental obligations related to the provision of services to LHIND in their own business operations, or becomes aware of such a violation in any other way, it is obliged to inform LHIND of this violation and the measures that it has taken in response.
- 8.5. The Supplier shall cooperate with LHIND and assist LHIND to the best of its ability with the measures required under the German Supply Chain Act with a view to ending, preventing and minimising human rights and environmental risks and violations, especially with regard to implementing necessary preventive and remedial measures.
- 8.6. If LHIND so requests, the Supplier undertakes to inform its employees of the option to use LHIND's complaints procedure. Information about the grievance mechanism and access to the aforementioned system are available online at <https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/whistleblowing-system.html>
- 8.7. LHIND is entitled to carry out an audit on the Supplier's business premises and in its facilities once a year, or whenever there is a reason to do so. The audit is designed to identify or assess human rights and environment-related risks or breaches in its supply chain, and to establish whether the Supplier is meeting its obligations as per this Clause 8 (“Audit”). LHIND may arrange for a third party to carry out the audit during the Supplier's regular business hours. This third party is required to ensure objectivity and maintain confidentiality for professional reasons. LHIND will inform the Supplier of the audit in writing, providing two weeks' advance notice. The Supplier is entitled to adopt suitable measures to protect their company and business secrets and personal data,

especially customer data. The Supplier shall bear the costs of the audit unless it demonstrates that there is no risk or violation related to human rights or the environment.

- 8.8. The Supplier provides its assurance that it shall comply with the expectations of the Lufthansa Group, as defined in its Supplier Code of Conduct (<https://investor-relations.lufthansagroup.com/en/corporate-governance/compliance/code-of-conduct.html>).
- 8.9. The Supplier also undertakes to make every effort to inform its suppliers of the obligations specified in this Clause 8.
- 8.10. If LHIND determines that the Supplier is failing to comply with one of the obligations listed in Clauses 8 to 8.9, it reserves the right to suspend the contract concluded with the Supplier in question temporarily or to terminate the contract for due cause, including extraordinarily if necessary.
- 8.11. Right to amend: The obligations stipulated in this Section 8 that the Supplier must meet may be amended at any time, depending on the results of the risk analyses that LHIND performs on a continuous basis. LHIND shall notify the Supplier one (1) month before any such amendment comes into force. The Supplier has the opportunity to object to the amendment within two (2) weeks of being informed of the change. LHIND shall draw the Supplier's attention to this opportunity in each instance.

9. Data protection

- 9.1. The GDPR and other relevant statutory provisions shall apply with regard to personal data provided.
- 9.2. Should applicable laws or operational directions of Lufthansa Industry Solutions require additional protective measures, the Supplier will ensure that they are implemented to the extent necessary.
- 9.3. If a third party processes or uses any personal data by order, the parties shall immediately conclude a data protection agreement in accordance with the statutory provisions.
- 9.4. If the Supplier is permitted to subcontract, it undertakes to impose the above obligations (set out in 9.1- 9.3) on its subcontractors.

10. Other

- 10.1. The Supplier shall observe any applicable import and export regulations for deliveries or services under its own responsibility, in particular those of the USA. The Supplier shall pay any customs duties, fees and other charges in the case of cross-border deliveries or services. The Supplier shall handle legal or official procedures in connection with cross-border deliveries or services under its own responsibility, unless expressly agreed otherwise.
- 10.2. The Supplier shall maintain a business/professional liability insurance to the extent customary in the sector but with a coverage of no less than EUR 1m. They shall provide proof of this coverage to Lufthansa Industry Solutions upon request. The following risks shall also be insured if they are not already covered by the liability insurance referred to in Paragraph 1:
Claims for damages caused by a subcontractor engaged by the Supplier; however, this shall not affect the subcontractor's personal liability.
Should the Supplier require access to the airport premises to fulfil the objective of the contract, the Supplier is obligated to provide proof that a BADV liability insurance policy has been taken out. The

Supplier must provide proof of the insurance policy without being requested to do so, and renew it annually by 15 January.

- 10.3. When fulfilling orders, the Supplier and its employees and subcontractors shall observe and comply with the safety regulations for Lufthansa Industry Solutions' external companies (Regulations for Contractors: Information Security in Supplier Relationships), the relevant accident prevention, environmental and work regulations, and the general safety and occupational health rules. The Supplier shall be liable for any damages resulting from non-compliance with these or similar regulations.
- 10.4. Should individual provisions in this contract be or become invalid, or should this contract contain any omissions, this shall not affect the validity of the remaining provisions. The parties undertake to replace any invalid provisions with a provision that comes as close as possible to the economic intent of the invalid provision.
- 10.5. German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded. The language of the contract is German. If English is used in speech or writing, the German wording shall take precedence.
- 10.6. Amendments and additions to this contract may only be agreed in writing. This also applies to the amendment to the requirement for written form itself.
- 10.7. The place of jurisdiction is Frankfurt am Main, Germany.

General Travel Expense Policy of the Lufthansa Industry Solutions Group - Appendix 1 -

(Last updated July 2023)

Deployment on the European continent

- Expenses as per the applicable tax rates (baseline= Germany)***
- Costs for overnight stays as indicated on receipts, up to a maximum EUR 85 gross* per overnight stay or as agreed
- Mileage allowance 0.27 euros/km
- 2nd class rail travel
- Public transport as indicated on receipts
- Flights in economy class (IDA ticket or as agreed)
- Travel time is calculated at half (0.5 times) the contractually agreed hourly rate, or as agreed

Intercontinental deployment (outside Europe)

- Expenses as per the applicable tax rates (baseline= Germany)***
- Costs for overnight stays as indicated on receipts up to a maximum of USD 180 net* per overnight stay, or as agreed
- Flights in economy class (IDA ticket or as agreed)
- Public transport/taxis as indicated on receipts
- Travel time is calculated at half (0.5 times) the contractually agreed hourly rate, or as agreed

[Information on maximum limits]

***Taxation of travel expenses and travel allowances for business and work-related international travel from 1 January 2023 ([bundesfinanzministerium.de/Web/EN/Home/home.html](https://www.bundesfinanzministerium.de/Web/EN/Home/home.html))

*Gross = including VAT & excluding breakfast

**Net = excluding taxes & excluding breakfast