

Special Purchase Conditions for Services (version 03/21)**1. Performance of the contractor**

1.1 The contractor owes the provision of the specifically ordered service.

1.2 The contractor shall perform the contractually owed services under its own direction and responsibility. Only the contractor is authorized to give instructions to his employees. The contractor shall ensure that no integration of the personnel employed by him shall take place into a company of cellcentric GmbH & Co. KG or a company affiliated with it in the sense of section 15 German Stock Corporation Act (AktG) (jointly "cellcentric").

1.3 Prior to the start of performance, the contractor shall name cellcentric a point of contact at the contractor who is responsible for the receipt of declarations. Communication within the framework of the existing contractual relationship, including with regard to the personnel deployed, shall take place exclusively via the point of contact designated by the contractor. A change of point of contact has to be announced to cellcentric in due time. The contractor shall only use qualified employees for the execution of the order, and shall provide proof thereof upon cellcentric's request. In case of repeated or serious misconduct of individual employees to the detriment of cellcentric, cellcentric may demand from the contractor to refrain from using these employees within the scope of service provision. The additional expense resulting from this shall be borne by the contractor. Furthermore, the contractor undertakes not to deploy any employees within the scope of the order for cellcentric who were previously employed by cellcentric, and whose employment relationship was terminated for personal or conduct-related reasons.

1.4 In case of services within cellcentric's premises, the contractor shall comply with the safety regulations and information guidelines applicable there, which cellcentric shall provide to the contractor upon request. When accessing cellcentric's information and telecommunication technology, the contractor shall strictly comply with applicable information security guidelines. The contractor agrees to comply with any further or modified guidelines provided by cellcentric. This shall not apply if this is deemed unreasonable for the contractor, and if he has objected to the guideline in writing to cellcentric immediately after becoming aware of it, stating the relevant reasons.

1.5 The contractor is not authorized to represent cellcentric.

1.6 The contractor shall immediately inform cellcentric, without being asked, about those facts and any changes thereof, which may give rise to a presumption of bogus self-employment on the part of the contractor.

2 Participation of cellcentric

2.1 cellcentric shall provide the required cooperation in due time, as far as these are agreed upon in this contract or in individual contracts.

2.2 cellcentric shall grant the contractor the necessary access to the plant after prior agreement. Work space may be provided if the contractor adequately demonstrates the need. There is no entitlement for the provision to be free-of-charge. In principle, the contractor shall perform the service using its own work equipment. If this is not possible with regard to the special requirements of the service to be provided, cellcentric may provide the contractor with the necessary working materials, as far as these are not procurable for the contractor on the market, and the provision is possible and permissible for cellcentric.

2.3 cellcentric shall provide the contractor with requested documents or information – if available – at the agreed dates. If information cannot be obtained or disclosed due to third party rights, this does not constitute insufficient cooperation.

2.4 The contractor shall immediately notify cellcentric in writing of any insufficient cooperation. Otherwise, cellcentric shall not be in default with these, and the contractor shall not be entitled to claim improper cooperation.

3 Changes in performance and additional services

cellcentric may request changes to the contractual services at any time. The contractor may object to the change request insofar as the implementation of the change request is unreasonable for it. The contractor shall submit a new written contract offer to cellcentric for these additional (and further-reaching) services. The additional service may only be provided after a separate individual contract for these services has been concluded. Services of the contractor which do not meet these requirements shall not be remunerated. If no agreement is reached, cellcentric may terminate the contract for

the specific service to be changed on an extraordinary basis, if cellcentric cannot be reasonably expected to continue the contract without the requested change.

4 Compensation

4.1 Payment for services shall be made only after complete performance of the service, unless otherwise agreed. If the parties agree on partial payments, partial payments shall only be made after complete performance of the respective partial service.

4.2 The contractor shall be bound by agreed remuneration ceilings and fixed prices, as well as by its estimate of expenditure made prior to the conclusion of the contract; unless these are expressly designated as non-binding in the order or the contract.

4.3 If a fixed price has been agreed for a service, the contractor shall provide the service in full at the agreed price. Additional expenses for the complete performance of agreed services shall be borne by the contractor. Subsequent claims are excluded.

5 Rights to work results/copyrights

5.1 In connection with the execution of this contract, cellcentric shall be exclusively entitled to the rights of use of documentation, reports, charts, drawings, diagrams, pictures, films, carriers of data for visual reproduction, data carriers, etc. The rights of use shall be transferred to cellcentric. The contractor shall be entitled to retain one or, if applicable, several copies of the aforementioned material as evidence of the services provided by it. The contractor shall have no further rights to this material, in particular, no right of reproduction or distribution. Original material is to be handed over to cellcentric and – if legally possible – also to be transferred.

5.2 cellcentric shall become owner of all documents delivered by the contractor and created within the scope of this contract, as far as this is legally possible. It shall receive an exclusive, irrevocable, transferable right of use for all types of use, unrestricted in terms of time, space and content, to these and to other results and unprotected knowledge arising from the cooperation. These include, in particular, the right to reproduce, distribute, exhibit, lecture, perform, as well as the right to reproduce by means of image and sound carriers and the right to edit and transform, respectively.

5.3 If existing industrial property rights, copyrights or unprotected knowledge (know-how) of the contractor are used within the scope of the fulfillment of this contract and if these are necessary for the utilization of the work result by cellcentric, cellcentric shall receive a non-exclusive right of use to the industrial property rights, the copyrights, as well as to the unprotected knowledge (know-how). This includes all types of use, in particular, those mentioned in section 5.1.

5.4 The contractor warrants that all services rendered are free from third party rights. If this is not the case, he must contractually agree with the authors that he is in a position to grant the aforementioned rights. He hereby indemnifies cellcentric from all claims of third parties, which are directed against cellcentric due to the infringement of rights of the services provided by the contractor.

5.5 The contractor shall immediately notify cellcentric of any inventions or other results subject to protection arising in connection with the services provided to cellcentric, and shall provide cellcentric with all necessary information. All inventions are to be transferred to cellcentric. In case of notification of any inventions, cellcentric reserves all rights with regard to possible later property rights. The contractor acknowledges that all rights to the data, documents, storage media, etc., in particular, property rights and copyrights, belong exclusively to cellcentric. If cellcentric has no interest in registering an invention for an industrial property right, it shall transfer the invention back to the contractor. A non-exclusive right of use remains with cellcentric.

6 Contract term and termination

6.1 The contract shall have the term agreed in the purchase agreement or in the individual contract (e.g. purchase order).

6.2 The contract may be terminated in writing by either party with 3 months' notice to the end of the quarter.

6.3 The right of the contracting parties to terminate the contract for good cause shall remain unaffected. Good cause shall be deemed to exist, in particular, if:

6.3.1 the execution of the order is recognizably endangered by the contractor's lack of performance,

6.3.2 facts become known which give rise to the presumption of bogus self-employment on the part of the contractor, or

6.3.3 the existence of a dependent employment relationship is established in proceedings, in order to determine the social security status of the contractor (status determination proceedings pursuant to section 7a SGB IV).

7 Subcontractors

7.1 The contractor is only entitled to transfer the performance of services in whole (or in part) to subcontractors with the prior written consent of cellcentric.

7.2 cellcentric's consent to subcontracting work to a subcontractor may be conditional and is revocable. cellcentric shall be entitled to revoke such consent with immediate effect, in particular, if – within the scope of a status determination procedure – it should transpire by hearing or decision of the "Deutsche Rentenversicherung" (German Pension Insurance) that a dependent employment relationship with the subcontractor has been determined, or is to be assumed.

7.3 The contractor shall oblige the subcontractors used in accordance with his own obligations vis-a-vis cellcentric, in particular, with regard to confidentiality and data protection.

7.4 The contractor is obliged to ensure on a contractual basis vis-a-vis his subcontractors and to prove upon cellcentric's request that subcontracting to sole proprietors and partnerships under civil law (GbR) as further subcontractors (sub-subcontractors) is excluded, as far as the service provision is (or shall be) carried out completely or partly by a principal (owner of a sole proprietorship or partner of a GbR).

7.5 The contractor shall ensure that the prohibition of use in clause 7.4 is complied with in the entire chain of all further subcontractors.

7.6 The contractor warrants that each of its subcontractors and other subcontractors in the entire chain complies with the statutory minimum wage requirements with respect to its employees.

7.7 The contractor shall disclose to cellcentric at any time upon request in the entire chain which subcontractors are (and were) used for the complete (or partial) fulfillment of the contractual performance obligations incumbent upon him vis-a-vis cellcentric.

7.8 The contractor shall be liable to cellcentric for the fault of the subcontractors and vicarious agents used by him.

7.9 If the contractor violates any of the aforementioned obligations or warranties in sections 7.1 - 7.7, the contractor shall be liable to cellcentric for all resulting damages. Furthermore, the parties agree that a violation of the contents of this clause 7 constitutes a compelling reason entitling cellcentric to terminate the existing contract with the contractor without notice.

8 Employees of the contractor

8.1 The contractor may only use foreign national employees subject to work permit requirements for the performance of its contractual services if they are employees of the contractor. Furthermore, it is a prerequisite that these employees are in possession of a residence and work permit that is valid for the spatial and temporal area of the work to be performed. The contractor shall satisfy itself of the existence of these requirements prior to any activity of these employees.

8.2 By signing or electronically accepting the offer of cellcentric, the contractor declares to cellcentric that a) no investigations based on the German Employee Posting Act (Arbeitnehmer-Entsendegesetz) have been conducted against the contractor so far or b) such investigations have remained fruitless.

8.3 The contractor undertakes to grant the minimum wage stipulated within the framework of the statutory and collectively agreed provisions, in particular, the German Employee Posting Act (Arbeitnehmerentsendegesetz) and the relevant collective agreements, as well as agreed supplements including contributions to social insurance, labor promotion, expenses for social security to employees and marginal part-time employees.

8.4 Furthermore, the contractor undertakes to inform cellcentric if investigations are opened against him by the competent authority due to the violation of work permit or residence law provisions, or due to a violation of the German Employee Posting Act (Arbeitnehmerentsendegesetz).

8.5 Upon cellcentric's request, the contractor is required to obligate his employees used for the fulfillment of the contract to the data secrecy according to section 5 Federal Data Protection Act (BDSG) in writing, and to provide proof to cellcentric

upon request. In individual cases, cellcentric may also demand a separate confidentiality agreement from employees of the contractor; the contractor shall be informed about this.

9. Other provisions

If, in addition to contractual services, contractual work is also ordered, the Special Terms and Conditions of Purchase of cellcentric for work and services shall apply to the latter. In all other respects, the General Terms and Conditions of Purchase of cellcentric (GTCP) shall apply, whereby the Special Terms and Conditions of Purchase for services shall take precedence over the GTCP in the event of any contradictions.