

General Terms and Conditions (GTC) of the fem Research Institute

§ 1 Scope of Validity

- (1) These General Terms and Conditions (GTC) apply to all contracts between the fem Research Institute (hereinafter "fem") and its clients regarding research, development, testing, and consulting services.
- (2) Any deviating, conflicting, or supplementary terms and conditions of the client shall only become part of the contract if fem has expressly agreed to their validity in writing.
- (3) Individual agreements in the specific contract take precedence over these GTC.

§ 2 Subject Matter of the Contract and Provision of Services

- (1) The subject matter of the contract is the services described in the respective offer or individual contract.
- (2) fem shall provide its services in accordance with the currently recognized state of science and technology. A specific economic or technical success is only owed if this has been expressly agreed in writing.
- (3) fem is entitled to engage third parties for the provision of services.
- (4) The rights to the results arising in the course of service provision, as well as their use, are governed exclusively by § 5 of these General Terms and Conditions.

§ 3 Client's Obligations to Cooperate

- (1) The client shall provide all information, documents, materials, and access necessary for the provision of services in a timely and complete manner.
- (2) Delays resulting from improper cooperation shall not be attributed to fem.
- (3) The Client shall ensure that any materials and information provided are free from third-party rights that would preclude their use in accordance with the contract.

§ 4 Results and Documentation

- (1) fem shall make the results developed under the contract available to the Client in a suitable form.
- (2) The nature, scope, and timing of provision are set forth in the respective individual contract.
- (3) Rights to the results and their use are governed exclusively by § 5 of these General Terms and Conditions.

§ 5 Rights to Results, Intellectual Property, and Know-how

(1) *Background IP*

All rights, intellectual property rights, and technical and non-technical knowledge, procedures, concepts, models, materials, process chains and parameters, testing procedures, and other know-how ("Background IP") already existing at fem prior to the start of the respective project shall remain exclusively with fem. This also applies to the extent that Background IP is used in the course of service provision or is indirectly reflected in the results.

(2) *No Implied Transfer of Rights*

Unless expressly agreed otherwise in writing, the provision of results, reports, evaluations, recommendations, samples, or other work products does not constitute a transfer of ownership, usage, license, or other exploitation rights to underlying technologies, processes, intellectual property rights, or know-how of fem.

(3) *Scope of Use and Restrictions*

Unless expressly agreed otherwise in writing, the results, samples, and documents received by the Client may be used exclusively for its own internal purposes to the extent provided for in the contract. Without fem's prior written consent, the following are specifically prohibited:

- Reproduction beyond the scope of use specified in the contract,
- Reverse engineering, analysis, or imitation,
- Derivation of proprietary or third-party manufacturing processes,
- Disclosure to third parties, and– Use for supplier qualification outside the scope of the contract.

Mandatory statutory provisions remain unaffected.

(4) *Project-Specific Results*

To the extent that project-specific results are expressly agreed upon as customer-specific and are separately remunerated, the Client shall receive a simple, non-transferable right of use for internal purposes within the scope specified in the contract.

(5) *Further Developments*

General methods, process-related findings, and further developments shall remain the property of fem regardless of the above, unless expressly agreed otherwise in writing.

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§ 6 Confidentiality

- (1) The parties undertake to keep all confidential information received within the scope of the contract confidential and to use it exclusively for the performance of the contract.
- (2) Confidential information includes all information not publicly available, regardless of its form.
- (3) This obligation does not apply to information that is generally known or becomes known without a breach of contract, has been lawfully obtained from third parties, or must be disclosed due to legal obligations.
- (4) The confidentiality obligation shall continue beyond the termination of the Agreement.
- (5) The provisions regarding rights and use pursuant to Section 5 of these Terms and Conditions remain unaffected.

§ 7 Remuneration and Terms of Payment

- (1) Remuneration shall be based on the respective offer or individual contract.
- (2) Invoices are due for payment without deduction within 10 days of issuance, unless otherwise agreed.
- (3) In the event of late payment, the statutory provisions apply.

§ 8 Liability

- (1) fem bears unlimited liability in cases of intent and gross negligence, as well as in cases of injury to life, limb, or health.
- (2) In cases of slight negligence, fem is liable only for breaches of material contractual obligations and limited to foreseeable damage typical for the contract.
- (3) Any further liability is excluded to the extent permitted by law.

§ 9 Warranty

- (1) fem warrants the professional performance of the agreed services.
- (2) Defects must be reported in writing without delay.
- (3) fem is entitled to remedy the defects.

§ 10 Term and Termination

- (1) The term and termination are governed by the respective individual contract.
- (2) The right to terminate the contract for cause remains unaffected.

§ 11 Final Provisions

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) The place of jurisdiction is, to the extent permitted by law, the registered office of fem.
- (3) Should any provision of these General Terms and Conditions be or become invalid, the validity of the remaining provisions shall remain unaffected.

As of 1. May 2026