

General Terms and Conditions for Services

of

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1. Scope of Application

These General Terms and Conditions (GTC) apply to all contracts between Weis Technologie GmbH (hereinafter referred to as "Contractor") and its clients (hereinafter referred to as "Client") regarding the provision of technology services and business consulting.

For purchase and service contracts involving physical goods, the corresponding GTC for Sales and works contracts for the delivery of goods shall apply.

Any conflicting, contrary, or additional terms from the Client shall not become part of the contract unless the Contractor has explicitly agreed to them in writing.

2. Conclusion of the Contract

A contract is concluded when one of the following conditions is met:

a) **Acceptance of an Offer:** The contract is concluded through the acceptance of an offer from one party by the other party. Acceptance occurs through an explicit written declaration. An offer can include specific provisions that differ the general GTC.

b) **Individual Written Contract:** The contract is also concluded if the parties agree to an individual written contract that is signed by both parties. This contract may include specific provisions that differ from the general GTC.

c) **Written Confirmation or Execution of the Requested Service:** The contract is concluded when the Client requests a service from the Contractor, and the Contractor either confirms this in writing (including by email) or carries out the agreed service. The request for the service by the Client must be in writing (e.g., via email).

Changes or additions to the contract must be in writing. "In writing" means a written declaration by email or another suitable, documentable communication method that makes the identity of the parties and their consent to the changes or additions traceable.

3. Changes to the Contract Subject

The parties may agree on changes to the contract subject even after the contract has been concluded. Such a change requires written form, with a written confirmation by email being sufficient if accepted by both parties.

For operational adjustments during the ongoing project affecting the contract subject, the parties may make changes and adjustments in mutual agreement in text form (e.g., via email), provided these do not concern essential or critical changes.

Contractor reserves the right to insist on written form with a personal signature in certain cases, particularly for critical or substantial changes. Adjustments that significantly alter the contract or introduce legal uncertainties require written form.

4. Subject of the Contract, Commissioning

The Contractor provides consulting and technology services in the fields of aerospace engineering, electronics, vacuum technology, cryogenics, and other specialized areas. The Contractor agrees to perform the agreed services on a "best effort" basis. This means that all services are provided with the best available knowledge and resources, but errors cannot be completely excluded due to incomplete or inaccurate data.

The contract may be concluded based on effort, on a time-based quota, or as a fixed-price contract.

Unless otherwise agreed, a contract based on effort is deemed to be concluded.

If it becomes foreseeable that the agreed quota will be exceeded, the Contractor will inform the Client in good time so that both parties can adjust the commission or quota.

The service will be invoiced monthly on a cumulative basis.

For quota-based commissions, the respective service will be agreed upon by both parties (by phone or email). Even if a quota is agreed upon, the Contractor may refuse to accept commissions. The commission is concluded only with written confirmation or (in the case of small inquiries) directly upon delivery of the work result. If rejected, the Contractor will promptly inform the Client within 5 days.

5. Contract Execution

When billed against quota: The Client will designate a responsible contact person who will be informed by the Contractor about the services called off (via email) and act as the point of contact for coordinating the order and schedule. This contact person confirms receipt/acceptance of individual services by email.

If the Client is required to provide technical data and documents for the execution of the tasks, these will be provided on time. If the Client's individual order refers to Client standards, guidelines, programming standards, documentation regulations, etc., these will be made available to the Contractor by the Client in a timely manner upon request.

Working and business documents or other work tools provided by the Client or Contractor remain the unrestricted property of the providing party and must be returned in proper condition upon the first request or with the termination of the contractual relationship. No right of retention exists.

6. Service Delivery

The Contractor is free to determine the location, time and means of service delivery.

The Contractor performs the contractually agreed services in its own name and on its own responsibility. For contract fulfilment, it may engage employees and subcontractors, especially for supporting activities such as accounting, legal advice, research, or layout work. If the transfer of sensitive information is required, subcontractors or employees will be obliged to comply with applicable data protection and confidentiality requirements.

The work results will, unless otherwise agreed, be provided to the Client in digital form. Delivery is considered complete upon the sending of the work artifacts via email.

Participation in meetings and discussions will, unless otherwise agreed, be conducted digitally or by phone.

If the Contractor deems an on-site appointment necessary, it will be carried out on-site. In this case, travel expenses will be invoiced.

Parties can agree on another location for service delivery. In this case, travel expenses will be invoiced.

Travel expenses are calculated based on the Contractor's place of business.

7. Remuneration

Remuneration will be based on the agreed rate, unless otherwise agreed, and calculated based on the effort involved.

The rate is set in the contract or offer and will be rounded up to the next 6-minute block.

Prices are exclusive of VAT at the applicable statutory rate.

8. Payment Terms, Travel Expenses

Services will, unless otherwise agreed, be invoiced monthly.

Payment is due within 15 days after receipt of the invoice by the Client without any discount.

The mentioned prices are exclusive of VAT at the applicable statutory rate.

Travel expenses within Germany will be charged at the following rates:

- EUR 0.50 per km within Germany
- Overnight expenses based on actual costs.

Travel expenses abroad will be charged based on actual costs.

Transfers to and from airports can be made by rental car, taxi, or public transportation. The contractor may insist on a taxi transfer if this is necessary due to reasons of travel time, safety, or other compelling or unforeseen circumstances.

The expected costs will be communicated in advance and confirmed by the Client in writing (via email). In this case, the Contractor will submit a verifiable breakdown of these travel costs along with the invoice.

Travel time is subject to remuneration.

For domestic travel, travel time will be remunerated as follows: •

The first 2 hours will be compensated at 100% of the agreed hourly rate.

Every additional hour will be compensated at 50% of the agreed hourly rate.

For international travel, travel time will be remunerated as follows: •

The first 8 hours of travel time will be compensated at 100% of the agreed hourly rate. •

Every additional hour will be compensated at 50% of the agreed hourly rate.

9. Scheduling, Information Obligation of the Contractor

The Contractor will inform the Client about the progress of the work upon request.

If it becomes apparent that the agreed tasks cannot be completed within the agreed timeline, the Contractor will immediately notify the Client of the expected delays.

10. Contract Penalties, Delay Damages

In the event of a delay, no contractual penalty shall be due. The Contractor shall only be liable for delays caused by gross negligence or wilful misconduct.

Liability for slight negligence or indirect damages, such as loss of profit or production downtime, is excluded. No liability shall be assumed for delays not caused by gross negligence or wilful misconduct.

In cases of force majeure or unforeseeable events that cause the delay, no liability shall be assumed.

11. Service Standards:

Best Effort: Services are provided based on the "Best Effort" principle. This means that the best possible work result is pursued with the available information and resources. However, errors or incomplete, incorrect, or inaccurate statements cannot be fully excluded, particularly in cases where not all data is available, such as in failure investigations or rough planning.

Agile Processing: In most cases, the work will be closely coordinated with the Client, and the work will continue until a satisfactory result is achieved. In this case, the Client accepts the final work result as contractually delivered. It should be noted that the work result may be incomplete or partially faulty.

Assumptions: Depending on the subject matter of the contract, it may be necessary to make assumptions to generate meaningful results in analyses or estimates. The Contractor will make and describe such assumptions where necessary. In this case, the statements made are based on the validity of the assumptions. Using such work results in cases where assumptions do not apply, or without including the assumptions in derived works, is at the Client's own risk.

Client's Review Duty: Work results must be approved by the Client before use; software and systems must be tested for error-free functionality before critical use.

12. Liability:

The Contractor shall be fully liable for any damages resulting from wilful misconduct or gross negligence by the Contractor, its employees, subcontractors, or third parties acting on behalf of the Contractor.

For damages arising from negligent breaches of duty, the Contractor's liability is limited to the amount of the contract value.

Liability for damages arising from breaches of secondary duties that are not considered essential contractual obligations is excluded.

Essential contractual duties are those that enable the proper fulfilment of the contract and on which the Client relies and may rely.

The Contractor is not liable for other damages, such as lost profits, production downtime, loss of information and data, or other indirect damages or damages to processed objects.

In the case of software, the limitation of liability for data loss only applies if the Client has failed to perform regular backups.

The limitation of liability applies irrespective of the legal basis for all liability claims in connection with this contract. Further claims for damages, regardless of the legal basis, are excluded unless liability is mandatory due to wilful misconduct.

Excluded from the above limitation of liability is liability for damages resulting from injury to life, body, or health, as well as for claims under product liability law and claims arising from the assumption of a guarantee.

13. Usage Rights / Development Results

13.1 Rights of Use for Texts and Documentation

The client shall receive an unrestricted, transferable, and sublicensable right of use for all texts, reports, documentation, and other non-software-based work results created under the contract. The client may use, modify, publish, reproduce, distribute, and share these contents without limitation.

Exception: Generic data such as text modules, tables, databases, templates, and other similar materials that are created or used during the project term and are not explicitly tailored to the client shall remain the sole property of the contractor. The contractor may continue to use, modify, and distribute these generic materials in other projects.

If generic data is incorporated into work results, the client may freely use these work results as described above. However, no additional rights shall be granted to the underlying generic data from which these work results were derived. The client shall not receive any rights to the databases or building blocks used to create the work results.

13.2 Rights of Use for Software, Program Code, and Hardware Designs

a) Software / Designs Developed Specifically for the Client

For all newly developed software components (including source code, algorithms, and programs) and hardware designs (including circuit board layouts, mechanical designs, circuit parts, and other hardware-related designs) specifically created for the client under the contract, the client shall receive a perpetual, non-exclusive, transferable, and sublicensable right of use.

If the client wishes to obtain exclusive rights to the software or design (e.g., preventing reuse by the contractor in other projects), this must be separately agreed upon and compensated accordingly.

b) Use and Further Development of Generic Components

If existing software components, frameworks, libraries, or generic hardware designs (e.g., pre-made circuit board layouts or circuit parts) of the contractor are used or further developed for the project, the copyrights and full control over these components shall remain with the contractor.

The client shall receive a simple right of use, limited to the usage within the project or the agreed-upon purpose.

The contractor may continue to develop these generic components during and after the project and use them for other clients, regardless of whether they were improved during the project term.

If the client wishes to obtain exclusive rights to a specific development, this must be agreed upon in writing in advance and compensated separately.

13.3 Tools and Utility Programs

The contractor shall use tools and utility programs at their discretion. This may include creating or using previously developed tools and programs. The transfer of usage rights for these tools and programs is excluded. If the work results can only be used with these tools, the client shall be granted a non-exclusive right of use for the project, provided the contractor is able to transfer usage rights for these tools.

The client may provide the contractor with tools, utility programs, templates, document templates, or similar resources for temporary use. In such cases, the contractor shall receive a time-limited right of use within the scope of the contract to utilize, modify, and integrate these tools into the work results.

13.4 Additional Provisions

For all other cases involving non-technical information provided by both parties—such as images, text modules, and contract texts—both parties shall grant each other non-exclusive, perpetual, and unrestricted rights of use, subject to revocation. The use of images depicting identifiable individuals shall be subject to applicable data protection laws and personal rights. Both contracting parties may only use such material if the necessary consents from the depicted individuals have been obtained or a legal authorization exists.

In cases where a clear distinction is not possible, where materials are inseparably connected, or where the effort required for separation is disproportionate to the benefit, all contracting parties shall receive a non-exclusive, unrestricted, and irrevocable right of use.

Confidentiality and invention-related regulations shall take precedence over the provisions of this section (Usage Rights).

The client undertakes not to remove or modify copyright notices, trademarks, or other authorship attributions of the contractor unless expressly agreed otherwise. The contractor retains the right to use their own work results, which are not exclusively designated for the client, for self-promotion in an appropriate manner, unless the client objects.

14 Regulations for Patentable Inventions and Intellectual Property (IPR)

14.1 Project-Related IP (Patentable Inventions and Specific Developments for the Client)

All technical inventions that arise within the scope of a specific customer order and that are developed exclusively based on the specifications and financing of the client shall generally belong to the client.

If a patentable invention results from such a development, the client shall have the option to acquire the exclusive rights to the invention.

The costs for patenting shall be borne by the party acquiring the exclusive rights.

If the invention is based on existing know-how of the contractor, section 14.2 shall apply.

Existing know-how of the contractor includes all technologies, designs, methods, processes, software, concepts, and any other intellectual property rights that existed before the start of the project or were developed during the collaboration, which are not directly related to the customer order and were not specifically developed for the client.

14.2 General Know-How and Methods of the Contractor

If an invention arises during the project that is based on the pre-existing know-how of the contractor, the intellectual property rights (IPR) shall remain with the contractor.

The client shall only receive a non-exclusive right to use the invention, as far as it is necessary for the use of the project result.

If the client wishes to obtain exclusive use or transfer of the IPR, this must be separately agreed upon in writing and compensated accordingly.

14.3 Confidentiality Obligation Regarding Patentable Inventions

The contractor and the client agree to treat all information about potential patentable inventions as confidential.

The confidentiality obligation begins upon the conclusion of the contract and remains in effect for up to 5 years after the respective information has been transmitted, unless a different term has been expressly agreed upon.

If an invention arises from the cooperation, joint coordination regarding the distribution of rights must take place before any patent application. In case of doubt, both parties shall receive the rights to the invention.

14.4 Cooperation Obligations for Patents

If a patentable invention is created by the contractor, the client may request that joint patenting be considered.

If the client wishes to use the invention without owning the patent themselves, a licensing agreement may be negotiated.

If the contractor patents the invention alone, the client may only use it within the scope of the agreed contractual usage.

14.5 Transfer of Intellectual Property Rights

If the client wishes to acquire full intellectual property rights to an invention, the following must occur:

- The rights must be transferred in writing.
- Separate compensation for the transfer must be agreed upon.
- Any co-developers (e.g., employees of the contractor) must be reasonably compensated.

If no written transfer takes place, the intellectual property rights shall remain with the inventor or contractor.

If the parties cannot agree on the assignment of rights to a patentable invention, both parties shall receive a non-exclusive, royalty-free, irrevocable, and worldwide right to use the invention. Each party is entitled to independently use, further develop, and register intellectual property rights related to the invention, without hindering the other party's use. If one of the parties registers intellectual property rights, they are obliged to grant the other party a non-exclusive, royalty-free, and perpetual license to use, further develop, and exploit the invention. Neither party shall be entitled to grant an exclusive license to third parties that restricts the other party's rights to use the invention.

14.6 Confidentiality as an Alternative to Patenting:

If both parties agree, a confidentiality agreement may be made instead of patenting. In this case, both parties agree to treat the relevant invention or intellectual property confidentially and not disclose or use it without the express consent of the other party. The parties will neither file the relevant invention or intellectual property for a patent themselves nor make it accessible to third parties.

A confidentiality agreement is only binding if it is expressly agreed upon in writing by both parties.

The parties also agree, within the scope of the confidentiality agreement, to establish a regulation regarding the compensation and use of the invention or intellectual property. The compensation is based on the principles of the German Employee Invention Act, unless otherwise agreed. If the invention belongs to the client, the contractor will be granted reasonable compensation, which will

be determined based on the economic value of the invention. The exact amount and terms of compensation will be specified in the confidentiality agreement.

15. Contract Duration, Termination

This Framework Agreement enters into effect upon acceptance of the offer or signing of the contract and is concluded for an indefinite period unless terminated or ended in accordance with the provisions of this contract. The contract automatically ends at the end of the year if no assignments have been made in the last 12 months, unless an explicit agreement has been made to continue the contract.

Individual orders/assignments made under this framework agreement may have their own duration, which will be specified in the respective individual order. The duration of individual orders ends with the full performance of the respective services, unless the individual order contains differing agreements or termination occurs in accordance with the provisions of this section.

Both parties may terminate the framework agreement or an individual assignment at any time with 90 days' written notice. Should special circumstances arise that require a longer notice period, the parties agree to set an appropriate period by mutual consent.

In the event of a termination by the Client, the Contractor is entitled to compensation for all services rendered up to the termination date, regardless of whether these services have been accepted or not. The Client agrees to pay for all services rendered in accordance with the contractual terms, even if acceptance has not yet occurred.

Both parties are entitled to extraordinarily terminate the contract if the other party seriously breaches a material contractual obligation, making the continuation of the contractual relationship unreasonable.

A serious breach of contract is considered, in particular, if:

- the Client is in payment default for more than 30 days or significantly neglects its cooperation obligations, or
- the Contractor fails to provide the agreed services or delivers them with significant defects and does not remedy these within 60 days.

In such cases, the contractor retains the right to payment for services already rendered and accepted, as well as reimbursement of expenses that, according to the German Civil Code (BGB), cannot be utilized elsewhere.

The contractor is entitled to extraordinarily terminate an individual order or the entire contract if circumstances occur, which the contractor is not responsible for, and which significantly impair or make it impossible to continue the contractual performance such as, but not limited to, subsequently discovered legal restrictions, force majeure, or an objectively unattainable contract goal.

In this case, the Contractor shall be entitled to compensation for all services already rendered and ready for acceptance, as well as reimbursement of expenses that, in accordance with the provisions of the BGB, cannot be otherwise utilized. Further claims are excluded.

16. Confidentiality

The information exchanged between the parties is considered confidential if it is either explicitly marked as such or must be regarded as confidential due to its nature. This includes, in particular, business and trade secrets, technical data, specifications, software source code, design and

development plans, including hardware designs (e.g., circuit board layouts, mechanical designs, etc.), as well as other non-public, sensitive information. In case of doubt, only information explicitly marked as confidential will be considered confidential.

Such information may only be made accessible to the recipient's employees and any other agents to the extent necessary for the fulfilment of the individual order. It may only be disclosed to third parties with prior written consent of the disclosing contracting party.

Specific provisions in exchanged documents take precedence over the provisions of this section 16. If documents designate a specific group of recipients, the disclosure to all recipients is generally permitted.

The client is, however, entitled to disclose the received information to affiliated companies (as defined in Sections 15 et seq. of the German Stock Corporation Act - AktG). The client will inform the contractor if it exercises this right.

Generic developments, such as pre-made software components, frameworks, general designs or technology elements, templates, and methods that were not explicitly developed for the client, may continue to be used, modified, and disclosed by the contractor in other projects. However, the client is obligated to treat these generic developments confidentially and to use them solely within the scope of the project or for the agreed purpose, unless the contractor gives express written consent to disclose them to third parties.

Publications related to the execution of the assignments require the prior consent of the respective other contracting party.

Both parties will appropriately mark information that is to be treated confidentially (e.g., by including a notice in the document/email). Confidentiality also applies to information exchanged before the conclusion of the contract, provided that such information was expressly marked as confidential at the time of transmission.

Non-confidential information is considered to be:

- a) The existence of the contractual relationship between the parties;
- b) Organizational information such as dates, locations, participants;
- c) Business information such as invoices, delivery notes, payment receipts, assignments, and order confirmations, unless explicitly marked as confidential;
- d) Generic data created or used during the project, but not specifically tailored to the client and not related to confidential agreements.
- e) Derived information that comes from publicly available sources or is not directly based on confidential information is not confidential. The mere fact that this information has been processed or analysed does not establish its confidentiality.

The confidentiality obligation does not apply to information if and to the extent that it can be proven that:

- a) The information was already known to a party at the time of communication;
- b) The information was known or publicly available at the time of communication;
- c) The information becomes publicly known or generally accessible after the time of communication, without any fault of the party;
- d) The information was made available to a party by a third party without breaching a confidentiality obligation.

By providing the information and documents, no rights, either express or implied, are granted or transferred.

All documents received shall be returned without delay to the disclosing contractual party upon termination of the respective individual assignment. Any copies, reproductions, or records made shall be destroyed upon request of the other party, and such destruction shall be confirmed in writing.

The Contractor is entitled to make and retain copies of the documents in accordance with applicable legal requirements, insofar as this is necessary to fulfil statutory obligations or to ensure product safety. Such copies shall be used solely for this purpose and not for any other.

The Contractor is not obligated to destroy data and documents as long as outstanding claims against the Client remain. An "outstanding claim" shall be understood as any claim that has not been fully settled at the time of termination of the respective individual assignment, or that has not been confirmed by a final and binding legal title (e.g., enforcement order). The obligation to destroy shall further not apply where statutory obligations or evidentiary requirements mandate retention. This obligation shall continue for as long as the statutory retention period for such documents remains in effect.

The obligation of confidentiality does not apply where a party is legally required or officially ordered to disclose information.

The provisions of this section shall remain in effect for five (5) years after the termination of the respective agreement or assignment. If the contract was entered into for a term longer than one year, the five-year period shall commence at the time the information was disclosed.

17. Export Restrictions

The Client assures that it will only commission services that are not subject to any export control restrictions. The responsibility for checking and complying with any applicable export regulations lies solely with the Client.

If the Client wishes to commission services subject to export restrictions, a separate agreement is required. This agreement must regulate the requirements and obligations of both parties regarding compliance with export regulations, as well as any necessary permits or restrictions.

The delivery of goods or provision of services under this contract is not permitted to any countries or territories listed on the sanction lists of the European Union, the United States, or other relevant international organizations, or for which a sanctioned military use exists.

The parties shall indemnify and hold each other harmless from any claims and costs arising from the breach of export regulations by the other party.

18. Final Provisions

We reserve the right to make changes and additions to these General Terms and Conditions (GTC). If any changes overlap with ongoing contractual negotiations, we will inform the contractual parties about the revised version of the GTC in good time before the contract is concluded and obtain their consent. Upon conclusion of the contract, the current version of the GTC will be binding for the entire duration of the contract.

An individual agreement between the parties must be made in writing and signed by both parties. Any deviations or supplementary provisions in the individual agreement that override the GTC shall take precedence, provided they are expressly documented in writing.

Specific provisions may also be established within the framework of a written offer, which will take precedence over the General Terms and Conditions. The acceptance of the offer can be made via email, with the email serving as a sufficient written declaration for the conclusion of the contract. However, the other party may still insist on a written declaration with a handwritten signature

The law of the Federal Republic of Germany shall apply.

For disputes arising from the contractual relationship, the place of jurisdiction shall be the registered office of the Contractor, provided that the Customer is a merchant or a public entity (as defined by applicable law). If the Customer is not a merchant, the place of jurisdiction shall be determined by the relevant laws governing the jurisdiction for non-merchants.

However, this provision can be negotiated if the Customer prefers a different jurisdiction or method of dispute resolution, such as arbitration, and both parties may mutually agree to a different arrangement prior to contract signing.

Should any individual provisions of these GTC be ineffective or unenforceable, the validity of the remaining provisions shall remain unaffected. The ineffective provision shall be replaced by a provision that comes as close as possible to the economic purpose of the ineffective provision.