STARTEAM
Exceeding Manufacturing

STARTEAM Global Germany GmbH

GENERAL TERMS & CONDITIONS

Version 2 | November 2026

§ 1. General

a) STARTEAM Global Germany GmbH ("STG DE") and its contractual partner (the "Client") shall each be referred to as a "Party" and collectively as the "Parties".

b) These general terms and conditions ("GTC") shall apply to all contractual relationships between the Parties, unless otherwise expressly agreed by the Parties in writing.

c) "Affiliate" means any legally independent entity that directly or indirectly controls, is controlled by, or is under common control with a Party. "Control" means the direct or indirect ownership of more than fifty percent (50%) of the voting rights or the power to direct the management and policies of the relevant entity.

d) The application of any general terms and conditions of the Client that conflict with or deviate from these GTC is hereby expressly excluded. Such conflicting or deviating terms shall not become part of the contract unless expressly agreed to in writing by STG DE. For the avoidance of doubt, acceptance of an order, delivery, performance or payment shall not constitute acceptance by STG DE of any conflicting or additional terms contained in a purchase order, portal, supplier manual, code of conduct or other Client document.

e) These GTC shall apply in the version provided to or otherwise made available to the Client at the time the relevant contract is concluded. The current version of these GTC is available on the website at https://starteam.global/terms-conditions/. The Client is responsible for reviewing the applicable version of these GTC available on such website before entering into a contract with STG DE. By placing or confirming an order, accepting a quotation or order confirmation, or otherwise entering into or performing a contract with STG DE, the Client expressly acknowledges and agrees that these GTC form an integral part of the relevant contract. Failure by the Client to review the GTC despite having been provided with reasonable notice and access thereto shall not affect their applicability.

f) In the event of conflict, the following order of precedence shall apply: (i) any individual written agreement expressly agreed to by the Parties that amends or overrides these GTC; (ii) STG DE's written order confirmation; and (iii) these GTC.

g) The requirements regarding information security, data protection, artificial intelligence (AI), and other compliance matters are set out in the STG Compliance Addendum made available to the Client at the time the relevant contract is concluded, which forms an integral part of that contract.

§ 2. Effectuation of the agreements

a) Unless expressly stated otherwise, STG DE's offers and quotations are non-binding. A contract is concluded when STG DE accepts the Client's order by written order confirmation, shipment of the goods or commencement of the agreed services, whichever occurs first.

b) Products displayed in STG DE's online shop are non-binding. Before submitting an online order, the Client shall have the opportunity to review and correct the information entered.

§ 3. Subcontractors

a) STG DE shall be entitled, at its discretion, to engage suitably qualified subcontractors for the performance of all or part of its contractual obligations. STG DE shall exercise reasonable care in the selection of such subcontractors.

b) Where the costs of engaging subcontractors are chargeable to the Client, such costs shall be invoiced to and borne by the Client. STG DE shall inform the Client in advance of the applicable rates or basis of calculation for such costs.

§ 4. Intellectual property

a) Each Party shall retain all right, title and interest in and to its intellectual property existing prior to the relevant contract or developed independently thereof, including any related know-how, methods, processes and other proprietary rights ("Background IP").

b) Unless expressly agreed otherwise in writing, STG DE shall exclusively own all right, title and interest in and to any intellectual property created, developed or provided by or on behalf of STG DE in connection with the products or services, including, without limitation, manuals, documentation, explanations, quotations, specifications, diagrams, drawings, technical depictions, designs, manufacturing know-how, methods, processes, developments, improvements and derivative works, together with all associated intellectual property rights.

c) Except as expressly agreed in writing, no ownership, licence or other right in or to STG DE's intellectual property is transferred or granted to the Client. To the extent necessary for the Client to use the products or services for their intended contractual purpose, STG DE grants the Client a limited, non-exclusive, non-transferable and non-sublicensable right to use the relevant intellectual property solely for such purpose. All rights not expressly granted to the Client are reserved by STG DE. The licence is conditional upon full payment for the relevant products or services; until then, the Client has a provisional right of use that STG DE may revoke following an uncured material payment default after reasonable notice. The licence permits use and resale of the supplied goods in the ordinary course, including incorporation into the Client's products and corresponding use by downstream customers, but not separate exploitation of STG DE's designs, manufacturing know-how or documentation. Mandatory rights concerning exhaustion of intellectual property rights remain unaffected.

§ 5. Place of performance

a) The place of performance shall be the business headquarters of STG DE, unless expressly otherwise agreed.

b) Unless otherwise agreed in writing by reference to an applicable Incoterms® rule, the risk of accidental loss of or damage to the goods shall pass to the Client upon delivery of the goods to the first carrier for transportation to the Client, irrespective of whether transportation is arranged by STG DE. At the Client's request and expense, STG DE may arrange transport insurance on the Client's behalf. Any agreed Incoterms® rule shall prevail solely in respect of delivery, cost and risk allocation.

§ 6. Delivery/performance

a) Delivery dates or delivery deadlines, which may be agreed as either non-binding or binding, must be specified in writing. Unless expressly designated as binding by STG DE, delivery dates and periods are estimates. In case of delay, the Client may withdraw from the affected contract only after expiry of a reasonable additional period for performance, unless such additional period is not required under the statutory rules. Any damages arising from delay shall be governed in accordance with § 14.

b) If STG DE does not receive the delivery item or the required raw materials, or does not receive them in a timely manner, and despite having exercised due commercial diligence, STG DE shall be entitled to withdraw from the contract. STG DE shall inform the Client without undue delay of the delayed delivery or non-availability of the delivery item and, if STG DE wishes to withdraw from the contract regarding the affected delivery for this reason, shall exercise its right of withdrawal without undue delay. The Client shall also be entitled to withdraw from the affected delivery as a result of such information from STG DE.

c) Delivery periods shall be extended in the event of circumstances beyond STG DE's reasonable control, which prevent or delay STG DE from making delivery. Such circumstances include, but are not limited to, force majeure, shortages of raw materials on the relevant commodity markets, delays on the part of STG DE's suppliers and subcontractors, and labour disputes. Deadlines shall also be deemed to be extended by the period during which the Client fails to provide any required cooperation. Where the goods are not manufactured in factories of the STARTEAM Global group, STG DE shall obtain the goods under the agreement from suppliers and shall enter into corresponding procurement arrangements. STG DE's delivery obligation is subject to punctual and correct self-delivery.

d) STG DE may make deliveries within a quantity tolerance of plus or minus five percent (±5%) of the quantity ordered, and the delivered quantity shall be invoiced accordingly, unless a different tolerance is expressly agreed in writing. STG DE reserves the right to withdraw from the agreement if STG DE, in spite of the conclusion of the corresponding procurement arrangement, is not supplied on time or at all.

e) The foregoing provisions shall apply correspondingly to partial deliveries.

f) STG DE may discontinue or withdraw from further partial deliveries unless the Client can prove that the remaining partial deliveries are of interest to it. STG DE may also withdraw from the entire agreement unless the Client can prove that the remaining partial deliveries are of interest to it.

g) Partial deliveries and partial performances together with corresponding invoices are permissible if they are not unreasonable for the Client.

h) Any applicable performance deadline shall be extended for the period during which the Parties negotiate a modification of the performance. The delivery deadline shall not begin until the Client has provided the documents, authorizations and approvals necessary for the performance of the agreement and STG DE has received any agreed payment from the Client.

i) STG DE may suspend performance of, or withhold delivery under, any existing orders of the Client if the Client (i) is in payment default under any contract with STG DE, (ii) exceeds any agreed credit limit, or (iii) experiences circumstances that reasonably indicate a material deterioration in its ability to meet its payment obligations. STG DE may require advance payment or adequate security as a condition for commencing or resuming performance or delivery and may condition the acceptance or performance of any subsequent order on advance payment or adequate security. STG DE shall not be responsible for any delay resulting from the lawful exercise of such rights.

j) STG DE shall not be liable for contractual penalties, liquidated damages, service credits, chargebacks or similar amounts unless expressly accepted by STG DE in a separate written agreement signed by an authorized representative of STG DE.

k) These provisions shall apply correspondingly to other services provided by STG DE.

§ 7. Characteristics of the contractual object

a) The scope, type and quality of the deliveries and services shall be determined by STG DE's order confirmation or, where applicable, STG DE's offer as accepted by the Client. Further details or requirements shall only become part of the contract if expressly agreed by the Parties in written form or expressly confirmed by STG DE in written form. Subsequent changes to the scope of deliveries or services shall require mutual agreement in writing or express confirmation by STG DE in writing.

b) Product and service descriptions, representations and technical specifications shall not constitute guarantees or guaranteed characteristics unless expressly designated as such by STG DE in writing. A guarantee requires an express declaration by STG DE in writing.

c) The display of products in the online shop does not guarantee their availability. All orders are subject to product availability and acceptance by STG DE in accordance with § 2.

d) STG DE reserves the right to make minor changes, provided that such changes are insignificant, reasonable for the Client and do not materially impair the agreed functionality or intended contractual use of the relevant products or services. In particular, deviations in color, quality, quantity, weight or other deviations customary in the industry shall be accepted by the Client, even if the Client refers to brochures, drawings or illustrations in its order, unless the relevant characteristic has been expressly agreed in writing as binding. Any golden sample provided to or retained by the Client is for reference purposes only and shall not constitute an agreed acceptance standard or supersede the applicable specifications, data package, drawings or other written technical requirements, unless expressly agreed in writing by STG DE.

e) STG DE reserves all ownership rights, copyrights and other intellectual property rights to illustrations, drawings, calculations and other documents. This shall also apply to documents designated as "confidential". Client shall obtain the express written consent of STG DE before disclosing or making them available to third parties. If goods are produced or modified on the basis of the Client's specifications STG DE shall not be obliged, without a special agreement, to review such specifications for accuracy, completeness or suitability. The Client shall not be entitled to assert claims against STG DE

to the extent that any defect, non-conformity or failure results from the Client's specifications or from goods or materials supplied by the Client or third parties in accordance with the Client's specifications.

f) For all sample deliveries, STG DE may require for a written release in accordance with industry standards and especially applicable German Association of the Automotive Industry (VDA) requirements. If no such written release has been provided before the Client places an order for series production, the placement of such order shall constitute the Client's release and approval of the relevant samples for series production.

g) The Client shall indemnify, defend and hold STG DE harmless from third-party claims, losses and reasonable costs arising from specifications, designs, materials, software, trademarks or instructions supplied by the Client, including claims of intellectual-property infringement, except to the extent caused by STG DE's unauthorized deviation from such Client inputs.

§ 8. Warranty

a) The deliveries and services of STG DE shall have the quality expressly agreed in the applicable order confirmation. Any suitability for a particular purpose, application, processing method or operating environment requires STG DE's express written confirmation. The Client remains solely responsible for validating the suitability, integration and safety of the goods and services for the Client's intended application.

b) Unless otherwise expressly agreed in writing, the limitation period for claims arising from defects shall be thirty-six (36) months and shall commence upon delivery of the goods in accordance with the applicable Incoterms® rule agreed between the Parties. The Client shall, however, complete the SMT assembly process within the applicable shelf life of the relevant PCB surface finish, calculated from the date code ("DC") or other applicable date marked on the product or its packaging:

- OSP: six (6) months;
- HASL / HASL LF: twelve (12) months;
- ENIG (Electroless Nickel Immersion Gold): twelve (12) months;
- Immersion Tin: twelve (12) months;
- Immersion Silver: six (6) months;
- Electrolytic Gold plating: twelve (12) months.

c) Any deterioration or defect attributable to assembly after the applicable shelf life shall not constitute a defect for which STG DE is responsible under this warranty.

d) Claims for defects shall be excluded to the extent that the defect results from improper storage, installation, commissioning, operation or use of the delivered products by the Client or any third party, improper or inadequate maintenance, normal wear and tear, unauthorized modification or repair, or further processing of the products by the Client or any third party. The Client shall demonstrate, to the extent reasonably possible, that the claimed defect is not attributable to any of the foregoing circumstances. The statutory allocation of the burden of proof shall remain unaffected.

e) In the event of a material defect, STG DE shall first be given a reasonable opportunity to remedy the defect ("Subsequent Performance"). Subsequent Performance shall be effected by repair or replacement delivery in accordance with the applicable statutory provisions. STG DE shall be entitled to refuse the form of Subsequent Performance chosen by the Client where and to the extent permitted by applicable law, in particular where such form of Subsequent Performance would involve disproportionate costs. Where appropriate, STG DE may also remedy the defect by providing reasonable technical measures or instructions that effectively eliminate or avoid the effects of the defect.

f) In the course of exercising its rights in respect of defects, the Client shall provide STG DE with all information and reasonable assistance required to diagnose and remedy the alleged defect, in particular by making the allegedly defective goods available for inspection, disclosing the relevant processing steps and providing a trained and competent employee to reasonably cooperate in the Subsequent Performance. In the event of Subsequent Performance on site, reasonable and safe access to the affected goods must be granted and if reasonably necessary for Subsequent Performance, other work on the relevant equipment or production facilities of the Client shall be stopped.

g) If repairs, modifications, maintenance or attempts to remedy the alleged defect are carried out by the Client or by persons other than persons authorized by STG DE, claims in respect of defects shall be

excluded to the extent that the defect, damage or other consequences result from or are aggravated by such work or intervention.

h) Any claim by the Client for reimbursement of necessary expenses incurred in connection with Subsequent Performance, in particular transport, travel, labor and material costs shall be supported by reasonable documentation and disclosed to STG DE without undue delay. Reimbursement shall be limited to expenses that are necessary for subsequent performance and for which STG DE is responsible in accordance with applicable law.

i) If STG DE is requested to inspect or remedy an alleged defect and it is determined that no defect for which STG DE is responsible exists (e.g. due to a processing error, incorrect handling of the goods, or other circumstances attributable to the Client or a third party), the Client shall reimburse all costs incurred by STG DE in connection with the inspection of the goods and any attempted Subsequent Performance, provided that the Client knew or should reasonably have known that the alleged defect was not attributable to STG DE.

j) If STG DE makes or intends to make a claim under any applicable insurance policy in connection with any loss, damage, defect or other matter relating to the Client, the products or the services, the Client shall, at its own cost, reasonably cooperate with STG DE and its insurer and shall promptly provide all reasonably requested information, documents, records, evidence and other assistance necessary to substantiate, process or pursue such insurance claim. The Client shall not take or omit any action that may reasonably prejudice STG DE's insurance coverage or claim. To the extent that STG DE's insurance claim is denied, reduced or otherwise prejudiced as a result of the Client's failure to comply with this provision, the Client shall be responsible for the resulting loss or additional costs incurred by STG DE, subject to the applicable limitations of liability under these GTC.

§ 9. Retention of title

a) The delivered goods shall remain the property of STG DE until full settlement of all present and future claims of STG DE against the Client arising from the business relationship ("Reserved Goods"). Where a current account relationship exists, the retention of title shall secure the acknowledged balance.

b) The processing or transformation of the Reserved Goods by the Client shall always be carried out for STG DE. The Client's expectant right in the Reserved Goods shall continue in the processed or transformed goods. If the Reserved Goods are processed, combined or mixed with other items not belonging to STG DE, STG DE shall acquire co-ownership of the new item in the ratio of the value of the Reserved Goods to the value of the other items at the time of processing, combination or mixing. The Client shall hold and safeguard the resulting items for STG DE free of charge. In all other respects, the provisions applicable to the Reserved Goods shall apply accordingly to such items.

c) The Client is obliged to treat the Reserved Goods with care for the duration of the retention of title. In particular, the Client is obliged to insure the Reserved Goods, at its own expense, against fire, water and theft damage for their replacement value. The Client hereby assigns to STG DE all claims under such insurance relating to the Reserved Goods. STG DE hereby accepts such assignment. If such assignment is not legally permissible, the Client shall, to the extent legally permissible, instructs its insurer to make the relevant payments to STG DE. Any further claims of STG DE shall remain unaffected. Upon request, the Client shall provide STG DE with evidence of adequate insurance coverage.

d) The Client shall be permitted to sell the Reserved Goods in the ordinary course of business. The Client is not entitled to pledge the Reserved Goods, to assign them by way of security or to make any other dispositions that may prejudice STG DE's rights therein. In the event of seizure or other interference by third parties, the Client must notify STG DE without undue delay in writing and provide all necessary information, inform the third party of STG DE's ownership rights, and cooperate with the measures taken by STG DE to protect the Reserved Goods. The Client shall bear all costs for which it is responsible in connection with the release from seizure or recovery of the Reserved Goods, to the extent such costs cannot be recovered from the relevant third party.

e) The Client hereby assigns to STG DE all claims arising from the resale of the Reserved Goods, together with all ancillary rights, irrespective of whether the Reserved Goods are resold in their original form or after processing, transformation, combination or mixing. STG DE hereby accepts such assignment. If such assignment is not legally permissible, the Client shall, to the extent legally permissible, procure

equivalent security for STG DE. The Client is revocably authorized to collect the claims assigned to STG DE in its own name on the behalf of STG DE. STG DE's right to collect the assigned claims itself shall remain unaffected. The collected amounts are to be paid to STG DE without undue delay.

f) STG DE may revoke the Client's authorization to collect and, to the extent legally permissible, its authorization to resell the Reserved Goods if the Client fails to properly meet its payment obligations to STG DE, defaults on payment, suspends payments, insolvency proceedings are applied for or opened against the Client's assets. Any assignment or other disposal of the claims assigned to STG DE shall require the prior written consent of STG DE.

g) If the realisable value of the securities held by STG DE exceeds the secured claims by more than twenty percent (20%), STG DE shall, upon the Client's request, release securities of STG DE's choice to the extent necessary to eliminate such excess security.

§ 10. Remuneration

a) All prices and remunerations shall be net amounts, plus the applicable statutory value added tax and any other statutory taxes, duties or levies applicable in the country of delivery, as well as travel costs, expenses, packaging, shipping and, if applicable, transport insurance. Additional services requested by the Client will be invoiced according to expenditure.

b) Payment terms shall be thirty (30) days net from the later of (i) delivery in accordance with the applicable Incoterms® rule agreed between the Parties and (ii) receipt by the Client of the corresponding invoice. Payment shall be made without deduction or set-off, except to the extent otherwise required by applicable law or expressly agreed by STG DE in writing.

c) STG DE may issue invoices exclusively in electronic form in accordance with § 16.

§ 11. Payment

a) Unless otherwise agreed in writing, invoices shall be due and payable according to the payment terms set out in §10 (2). Payment shall be deemed made only upon receipt by STG DE of the full amount due in cleared funds.

b) STG DE shall be entitled to offset payments against the oldest outstanding due invoice, notwithstanding any contrary payment allocation or payment terms specified by the Client, to the extent permitted by applicable law.

c) In the event of payment default, cessation or suspension of payments, or other circumstances that reasonably indicate a material deterioration in the Client's ability to meet its payment obligations, any payment extensions or deferrals granted by STG DE may be revoked and all outstanding amounts owed to STG DE shall become immediately due and payable, to the extent permitted by applicable law. The foregoing shall be without prejudice to the applicable provisions of insolvency law where insolvency proceedings are applied for or opened in respect of the Client's assets.

d) If the Client is in default of acceptance, STG DE shall be entitled, after setting the Client a reasonable additional period of at least fourteen (14) days to accept the relevant delivery or performance, to withdraw from the affected contract and to claim damages in accordance with applicable law.

§ 12. Price Adjustment

a) STG DE shall be entitled to adjust the agreed prices where, after conclusion of the relevant contract, there is a material change in cost factors beyond STG DE's reasonable control that directly affect the cost of the relevant products or services, including, in particular, raw material, energy, logistics, transportation and procurement costs. Any price adjustment shall reasonably reflect the impact of such changed cost factors on STG DE's costs of performance. Material reductions in such cost factors shall be taken into account accordingly.

b) The price adjustment may apply to future deliveries as well as to outstanding call-offs (delivery releases) or individual orders not yet performed, provided that the relevant cost change occurred after the applicable price was agreed and before the relevant delivery or performance.

c) STG DE shall notify the Client of any proposed price adjustment in written form and shall reasonably explain the underlying cost developments.

d) The Client may object to the price adjustment within fourteen (14) days after receipt of the notification. If the Client does not object or respond within such period, the price adjustment shall be deemed accepted and shall apply to the affected deliveries, call-offs or individual orders specified in STG DE's notification. If, after receiving the notification, the Client continues to perform the affected order, call-off or delivery without objection, including by issuing or maintaining a delivery release, accepting the relevant delivery or performance, or otherwise proceeding with the affected transaction, the Client shall likewise be deemed to have accepted the notified price adjustment. For the avoidance of doubt, upon acceptance or deemed acceptance of a price adjustment by the Client, the adjusted price shall be final and binding for the affected deliveries, call-offs or individual orders. The Client shall have no right to subsequently reclaim or recover any amount paid as a result of such price adjustment or to assert any related claim for damages or compensation, except to the extent required by mandatory applicable law.

e) In the event of a timely objection, STG DE shall be entitled, at its sole discretion:
   - to perform the affected call-off or individual order at the originally agreed price; or
   - subject to § 12 (9) below, to decline or withdraw from all or part of the affected call-off or individual order.

f) To the extent STG DE exercises its right under § 12 (5) (b), the corresponding delivery obligation shall cease. The Client shall not be entitled to claim damages solely as a result of such withdrawal unless otherwise required by mandatory applicable law.

g) The above provisions shall also apply to long-term supply and framework agreements. To the extent that a significant increase in costs beyond STG DE's reasonable control results in continued performance at the agreed prices becoming commercially unreasonable, STG DE shall be entitled to request a corresponding price adjustment for the affected future deliveries or performance.

h) The Client shall be obliged to negotiate the requested adjustment in good faith within a reasonable period. If no agreement is reached within thirty (30) days following STG DE's request, or if the Client objects to the requested price adjustment, STG DE shall be entitled to withdraw, in whole or in part, from the affected future delivery obligations not yet performed.

i) Notwithstanding the foregoing, any delivery expressly confirmed by STG DE as binding and scheduled to take place within the agreed short-term planning horizon shall remain unaffected by a price adjustment or withdrawal under this § 12, unless otherwise agreed by the Parties in writing.

§ 13. Setting off, sale of receivables

a) The Client may only set off claims against claims of STG DE where the Client's counterclaim is undisputed, has been expressly acknowledged by STG DE, or has been finally determined by a court of competent jurisdiction. The Client may exercise rights of retention only on the same basis and only to the extent that such rights arise from the same contractual relationship.

b) STG DE shall be entitled to assign or transfer its claims and receivables against the Client, together with all related rights, in whole or in part, to third parties, including financial institutions, factoring companies, insurers and other financing or collection service providers, without the prior consent of the Client. The Client shall, upon reasonable request, provide such information and cooperation as is reasonably necessary to give effect to or administer such assignment or transfer, subject to applicable law.

§ 14. Liability, exclusion of liability

a) STG DE shall be liable for damages caused by STG DE's intent or gross negligence. In cases of slight negligence, STG DE shall only be liable for the breach of an essential contractual obligation, being an obligation the proper performance of which is necessary for the achievement of the purpose of the contract and on the performance of which the Client may reasonably rely. In such cases, STG DE's liability shall be limited to the foreseeable damage typical for the relevant contract at the time the contract was concluded. Liability for other breaches caused by slight negligence shall be excluded. Subject to § 14 (2), these exclusions and limitations shall apply to all claims for damages and reimbursement of wasted expenditure, irrespective of their legal basis, including contractual and tortious claims.

b) The exclusions and limitations of liability in this § 14 shall not apply to liability for death, personal injury or damage to health, liability under the German Product Liability Act, liability arising from fraudulent

concealment of a defect, liability under an expressly assumed guarantee to the extent covered by that guarantee, or any other liability that cannot lawfully be excluded or limited.

c) If liability is excluded or limited in accordance with the provisions above, this shall also apply to the personal liability of the employees, officers, legal representatives and agents and other persons engaged in performing STG DE's obligations, subject in each case to § 14 (2) and without excluding liability for their own intent or gross negligence.

d) The provisions above do not alter the statutory allocation of the burden of proof to the disadvantage of the Client.

e) The Client shall substantiate any claim for damages by providing an itemised breakdown of the amounts claimed and supporting documents to the extent reasonably available to it. This obligation does not make a detailed cost breakdown a condition of liability, exclude any legally permitted estimation of damages or alter the statutory allocation of the burden of proof. The Client's obligation to take reasonable steps to avoid and mitigate loss remains unaffected.

§ 15. Export

a) If applicable, the goods supplied by STG DE shall be subject to the German and foreign export controls and embargo regulations. The export from Germany and the import into third countries is only permissible with the agreement of the relevant authorities (possibly several states and the EU). The Client undertakes to keep itself informed about the statutory regulations on a case-by- case basis and to obtain the necessary authorizations as well as to pass these on to STG DE.

b) The Client shall comply with all applicable export control, customs, trade compliance and economic sanctions laws and regulations of the European Union, the United Nations, the United States (to the extent applicable) and any other relevant jurisdiction.

c) The Client shall not, directly or indirectly, sell, export, re-export, transfer, divert, disclose or otherwise make available any products supplied by STG DE to any country, entity or person, or for any end-use, where such action would violate applicable export control or sanctions laws.

d) To the extent that any products supplied under the agreement are subject to restrictions under Article 12g of Council Regulation (EU) No. 833/2014, as amended from time to time, the Client shall not sell, export or re-export such products, directly or indirectly, to the Russian Federation or for use in the Russian Federation. The Client shall use its best efforts to ensure that this prohibition is not circumvented by downstream customers, distributors, resellers or other third parties within its commercial chain.

e) The Client shall promptly inform STG DE if it becomes aware of any breach, suspected breach or circumvention of the obligations set out in this clause.

f) Any breach of this clause shall constitute a material breach of contract and shall entitle STG DE to suspend performance, terminate the contract with immediate effect and seek any other remedies available under applicable law. Any further rights or claims of STG DE, including claims for damages, shall remain unaffected.

g) The Client shall indemnify STG DE and its Affiliates against fines, penalties, claims, losses and reasonable costs resulting from the Client's or its downstream business partners' breach of this § 15, except to the extent caused by STG DE.

§ 16. Online Shop

a) The presentation of products, services or other offerings in STG DE's online shop is non-binding and does not constitute an offer by STG DE but an invitation to the Client to submit an offer. STG DE may amend or withdraw such presentations at any time without notice before accepting the Client's order.

b) By submitting an order through STG DE's online shop, the Client makes a binding offer to purchase the selected goods or services. Prior to submitting an order, the Client shall have the opportunity to review the order and correct any input errors.

c) STG DE shall acknowledge receipt of an online electronic order. Such acknowledgement of receipt does not constitute an acceptance of the order.

d) All orders are subject to product availability. Information displayed in the online shop regarding inventory levels, lead times or delivery dates is indicative only and shall not constitute a binding commitment unless expressly confirmed by STG DE in writing.

e) STG DE reserves the right to correct obvious errors, inaccuracies or omissions in product descriptions, specifications, prices, delivery times or other online-shop information. Where a pricing, calculation or system error affects an order, STG DE may reject the order or, if already accepted, withdraw from the affected contract, provided that STG DE has not yet shipped the relevant goods or commenced the relevant services. Where access to an online shop or customer portal requires user credentials, the Client shall maintain the confidentiality of such credentials and shall take appropriate measures to prevent unauthorized access. Orders placed using the Client's credentials shall be deemed authorized by the Client unless the Client demonstrates unauthorized use and has notified STG DE without undue delay.

f) The Client agrees that contractual communications, notices, declarations, confirmations, invoices and other documents may be provided electronically, including by e-mail, electronic data interchange (EDI). Electronic communications shall satisfy any contractual requirement for written form. Where these GTC or mandatory law require written form or another stricter form, the applicable form requirement shall remain unaffected. STG DE may issue invoices exclusively in electronic form. Electronic invoices shall be deemed received when they are transmitted to the e-mail address designated by the Client or made available through the customer portal, unless the Client demonstrates that the invoice was not accessible for reasons beyond its reasonable control.

g) STG DE does not warrant uninterrupted availability of any online shop, customer portal or electronic ordering system. Temporary interruptions due to maintenance, technical issues, force majeure events or circumstances beyond STG DE's reasonable control shall not constitute a breach of contract and shall not give rise to any liability unless otherwise required by mandatory law.

§ 17. Choice of law and dispute resolution

a) All legal relationships between STG DE and the Client shall be governed exclusively by the laws of the Federal Republic of Germany under exclusion of the UN convention on contracts for the international sale of goods and under exclusion of those Articles of the German EGBGB which refer to the laws of other countries.

b) Any dispute arising out of or in connection with the contractual relationship between STG DE and the Client, including any question regarding its existence, validity, interpretation, performance or termination, shall be finally settled by arbitration. The seat of arbitration shall be Karlsruhe, Germany. The arbitration shall be conducted in accordance with German arbitration law by a sole arbitrator. The language of the arbitration shall be English.

c) Notwithstanding the foregoing, STG DE shall be entitled, at its option, to pursue any due and payable monetary claim against the Client through judicial payment-order, debt-collection or comparable proceedings, and to pursue any related enforcement measures before any competent court or authority. The commencement of such proceedings by STG DE shall not constitute a waiver of the arbitration agreement in respect of any other dispute or claim.

d) Nothing in this § 17 shall prevent STG DE from seeking interim, conservatory, injunctive or other protective measures from any competent court or authority where necessary to preserve its rights or protect or secure the enforcement of any claim or award.

§ 18. Written forms

a) Any amendments or supplements to the GTC, including any individual agreements, commitments or assurances, shall be made in writing. This shall also apply to any amendment or waiver of this written-form requirement.

§ 19. Severability

a) If any provision of these GTC is or becomes invalid, ineffective or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions shall remain unaffected. To the extent legally permissible, any valid and enforceable part of the affected provision shall remain in effect. To the extent

that the invalid, ineffective or unenforceable provision cannot be maintained, the applicable statutory provisions shall apply. Where permissible under applicable law, the Parties shall cooperate in good faith to agree on a valid provision that most closely reflects the commercial purpose and economic effect of the affected provision.

§ 20. Prevailing language

a) These GTC are prepared in English. If these GTC are translated into any other language, the English version shall prevail in the event of any discrepancy, inconsistency or conflict between the English version and any translated version.

STARTEAM Global Germany GmbH
COMPLIANCE ADDENDUM TO THE GENERAL TERMS & CONDITIONS

Addendum Version 1.0 | November 2026

Contractual Annex to the STARTEAM Global Germany GmbH General Terms & Conditions Version 2.0

§ 1 Purpose, Scope and Contractual Status

a) This Compliance Addendum ("Addendum") sets out binding minimum compliance requirements for contractual counterparties of STARTEAM Global Germany GmbH ("STG DE"). STG DE and its contractual counterparty (the "Business Partner") are each a "Party" and together the "Parties". Where this Addendum is incorporated through the STG DE General Terms & Conditions ("GTC"), "Business Partner" means the "Client" as defined in those GTC.

b) This Addendum applies where it is incorporated into the relevant contract through the GTC or by separate agreement. Where incorporated through the GTC, this Addendum forms an integral part of the relevant contract on the same basis as the GTC and shall apply in the version provided to or otherwise made available to the Business Partner at the time the relevant contract is concluded. Unless otherwise validly agreed, publication or notice of a revised version of this Addendum alone shall not amend an existing contract.

c) The Business Partner shall comply with this Addendum in connection with the relevant contract. Depending on the contractual relationship, Business Partners may include customers, suppliers, service providers, consultants, intermediaries and sales representatives. Obligations relevant only to a particular role, service, product, data processing activity or risk apply only to that extent. This Addendum does not make sales or delivery provisions of the GTC applicable to a purchasing, consultancy or representative relationship unless those provisions are separately and validly incorporated.

d) Mandatory law and individually negotiated agreements prevail over this Addendum, irrespective of their form, subject to any mandatory legal form requirements. Subject to that priority, specific provisions in an applicable data processing agreement, non-disclosure agreement or other agreement addressing a particular subject prevail for that subject. This Addendum supplements the GTC and prevails over general GTC provisions on compliance matters specifically addressed here; specific trade-compliance requirements in § 15 of the GTC remain applicable. The statutory priority of individual agreements remains unaffected by any order of precedence or written-form requirement in the GTC.

e) The STARTEAM Global Code of Conduct, in the version provided or made available to the Business Partner at contract conclusion, is incorporated by reference alongside this Addendum. It sets out overarching ethical, social, environmental and responsible-business expectations, and the Business Partner shall comply with that Code. This Addendum supplements the Code; in the event of a conflict, the more specific contractual requirements of this Addendum prevail, subject to paragraph 4. Neither document automatically incorporates future versions of the other.

§ 2 General Compliance with Laws

a) The Business Partner shall comply with all laws and regulations applicable to its activities under the contract, including rules relating to anti-corruption, competition, trade controls, data protection, information security, product compliance, employment, human rights, environmental protection and taxation.

b) The Business Partner shall maintain and, upon request of STG DE, provide evidence of proportionate policies, controls, training and oversight suitable for its size, activities, geographic footprint and risk profile. It shall not cause, request, authorize or knowingly assist STG DE to violate applicable law.

§ 3 Business Integrity and Fair Competition

a) Anti-bribery and conflicts of interest. The Business Partner shall not directly or indirectly offer, promise, give, request or accept any improper advantage, including facilitation payments, kickbacks or benefits intended to influence a business or public decision. Gifts, hospitality and expenses must be lawful, reasonable, transparent and connected to a legitimate business purpose. Actual or potential conflicts of interest relating to the contract shall be disclosed to STG DE without undue delay.

b) Competition and market conduct. The Business Partner shall comply with applicable antitrust and competition laws. It shall not participate in price-fixing, market or customer allocation, bid-rigging, unlawful information exchange, abuse of market power or other anti-competitive conduct.

c) Accurate records and prevention of financial crime. Business records, invoices, expenses and supporting documents relating to the contract shall be complete, accurate and not misleading. The Business Partner shall maintain reasonable controls to prevent fraud, money laundering, terrorist financing and the concealment of beneficial ownership or payment flows, and shall promptly notify STG DE of any material irregularity affecting the contract.

§ 4 Sanctions, Export Controls and Customs

a) The Business Partner shall comply with applicable sanctions, export control, import, customs and anti-boycott laws. It shall not use the contract to make goods, software, technology, funds or services available to prohibited persons, entities, territories or end uses.

b) Before and during performance, the Business Partner shall conduct risk-appropriate screening of relevant counterparties, beneficial owners, destinations and end uses. It shall provide STG DE, upon reasonable request, with information needed for classification, licensing, origin, customs valuation, preference, end-use and sanctions checks.

c) The Business Partner shall immediately suspend the affected activity and notify STG DE if it becomes aware of a restriction, licence requirement, investigation or other circumstance that could make performance unlawful. Neither Party is required to perform an obligation to the extent performance is prohibited by applicable trade law.

§ 5 Human Rights and Responsible Working Conditions

a) The Business Partner shall respect internationally recognised human rights and shall not use or tolerate forced labour, modern slavery, human trafficking, unlawful child labour, discrimination, harassment or abusive disciplinary practices.

b) The Business Partner shall comply with applicable labour, working-time, wage, occupational health and safety and freedom-of-association requirements. It shall identify and appropriately address material human-rights risks in its own operations and, where relevant, its supply chain.

c) Where products or materials carry elevated human-rights or sourcing risks, the Business Partner shall maintain reasonable traceability and due-diligence records and shall cooperate promptly with lawful information and corrective-action requests from STG DE.

§ 6 Environment, Product and Supply-Chain Compliance

a) The Business Partner shall comply with applicable environmental, chemical, waste, packaging, product safety and product-conformity requirements relevant to the goods or services supplied or purchased. Required declarations, labels, registrations, test reports and technical documentation shall be accurate and kept current.

b) The Business Partner shall promptly inform STG DE of any actual or suspected material non-conformity, safety risk, prohibited substance, regulatory investigation, recall or corrective action affecting, or reasonably likely to affect performance of the contract, and shall promptly implement, at its own cost and expense, all appropriate containment, remediation and corrective measures.

c) The Business Partner shall take reasonable measures to reduce avoidable environmental impacts, including waste, emissions and inefficient resource use, where relevant to its activities under the contract.

§ 7 Data Protection and Confidentiality

a) Each Party shall comply with applicable privacy and data-protection law, including the EU General Data Protection Regulation where applicable. Personal data shall be processed lawfully, fairly, transparently and only to the extent necessary for specified purposes, with appropriate retention, access and security controls.

b) If the Business Partner processes personal data on behalf of STG DE, the Parties shall enter into a legally compliant data processing agreement before such processing begins. International transfers of personal data require a valid transfer mechanism and any necessary supplementary safeguards.

c) The Business Partner shall protect non-public commercial, financial, technical and other information disclosed by or on behalf of STG DE that is marked confidential or should reasonably be understood to be confidential ("Confidential Information"). It shall use such information solely to perform the contract and disclose it only to persons who need access for that purpose and are bound by appropriate confidentiality duties. Disclosure required by law or a competent authority is permitted; where legally permissible, STG DE shall receive prior notice. Confidential Information does not include information the Business Partner can demonstrate is lawfully public, was already lawfully known to it without restriction, was lawfully received from a third party without a confidentiality duty, or was independently developed without using that information. Personal data remains subject to applicable data-protection law regardless of these exceptions.

d) The Business Partner shall notify STG DE without undue delay and, where reasonably practicable, within 24 hours after becoming aware of a personal data breach affecting STG DE data and shall provide the information and cooperation reasonably required for assessment, mitigation and legally required notifications.

e) Confidentiality and purpose restrictions continue after the contract ends for as long as the information remains confidential. On reasonable request or at contract end, Confidential Information shall be returned or securely deleted, except for copies required by law or reasonably necessary to establish, exercise or defend legal claims and routine backup copies not readily accessible in ordinary operations. Retained copies remain protected and shall be deleted in accordance with applicable retention requirements and normal backup cycles. Mandatory personal-data deletion requirements remain unaffected.

§ 8 Information Security

a) The Business Partner shall implement and maintain technical and organisational security measures proportionate to the nature of the information, systems and services involved and to the relevant risks. Where applicable, these measures shall include:

- access control based on least privilege, strong authentication and timely access removal;
- secure configuration, vulnerability and patch management;
- encryption or equivalent protection for sensitive data in transit and at rest;
- logging, monitoring, backup, recovery and tested incident-response procedures;
- security awareness and role-appropriate training; and
- risk-based security management of relevant subcontractors and cloud or technology providers.

b) The Business Partner shall notify STG DE without undue delay and, where reasonably practicable, within 24 hours after becoming aware of any actual or reasonably suspected security incident that materially affects, or could materially affect, STG DE data, systems, products, services or contractual performance. The notice shall contain available information on scope, impact, containment and remediation and shall

be updated as material facts become known. Notification does not relieve the Business Partner of its obligations to contain, investigate and remediate the incident.

c) Upon reasonable request and subject to confidentiality, STG DE may request appropriate evidence of relevant security controls, such as policies, audit summaries, certifications, penetration-test summaries or remediation status. Such requests shall be proportionate to the risk and shall not require disclosure of information that would itself create a security risk.

§ 9 Artificial Intelligence

a) "AI System" has the meaning assigned by applicable law. The Business Partner shall comply with applicable AI laws and shall maintain governance proportionate to the role, purpose and risk of any AI System used in connection with the contract.

b) The Business Partner shall not submit STG DE Confidential Information, personal data processed in connection with the contract, source code, technical documentation or other protected content relating to STG DE or the contract to an AI service operated by a third party unless STG DE has expressly authorised the relevant use in text form and appropriate contractual, security, data-protection and intellectual-property safeguards are in place. An agreed authorisation may cover defined tools and uses. Such safeguards shall prevent unauthorised access or disclosure and use of the submitted content to train or improve models for the provider or other customers. This restriction concerns the handling of submitted content, irrespective of where or by whom the underlying model was originally trained.

c) Where AI-generated or AI-assisted output materially affects products, services, decisions or deliverables for STG DE, the Business Partner shall ensure appropriate human oversight, testing, accuracy checks, traceability and transparency. It shall inform STG DE where disclosure is legally required or where AI use could materially affect safety, compliance, intellectual property, confidentiality or the agreed characteristics of a deliverable.

d) The Business Partner shall not use prohibited AI practices and shall cooperate with STG DE in risk classification, documentation, conformity, incident management and other legally required measures relating to AI Systems used for the contract.

§ 10 Subcontractors and Supply Chain

a) The Business Partner remains fully responsible for compliance with this Addendum by personnel and subcontractors used to perform the contract. It shall select and oversee them with reasonable care, impose equivalent obligations to the extent relevant to their activities and risks and remain liable for their acts and omissions to the same extent as for its own.

b) The Business Partner shall not engage a subcontractor where this would violate law, an agreed approval requirement, confidentiality or data-protection obligations, or create an unmanaged material compliance or security risk.

§ 11 Reporting, Cooperation and Evidence

a) The Business Partner shall maintain records reasonably necessary to demonstrate compliance with this Addendum for the period required by applicable law and, otherwise, for a reasonable period after completion of the relevant contract.

b) The Business Partner shall notify STG DE without undue delay of any substantiated or reasonably suspected material breach of this Addendum relating to the contract, any relevant official investigation or enforcement measure, and any change that materially affects its ability to comply.

c) The Business Partner shall cooperate in good faith with proportionate compliance questionnaires, risk assessments and requests for corrective action relating to the contract. STG DE may request relevant documentary evidence. Where justified by an objectively substantiated material risk or reasonable grounds to suspect a material breach, STG DE may conduct or commission a proportionate audit limited to relevant activities, records and systems. Documentary evidence and existing independent assurance reports shall be considered first. Audits shall take place during normal business hours on reasonable prior

notice, except where urgent circumstances reasonably require shorter notice. External auditors shall be independent, appropriately qualified, bound by confidentiality and not direct competitors of the Business Partner. Audits shall respect confidentiality, data protection, security, legal privilege and legitimate business secrets and avoid unreasonable disruption. STG DE shall bear its own and its appointed auditor's audit costs unless otherwise agreed.

d) Concerns may be reported through the contact or reporting channel published by STG DE. Reports made in good faith shall not result in retaliation by either Party.

§ 12 Remediation and Consequences of Breach

a) If a breach is capable of remedy, the Business Partner shall promptly take appropriate corrective action within a reasonable period specified by STG DE, taking account of the nature, severity and urgency of the breach, and provide reasonable evidence of completion upon request.

b) STG DE may temporarily suspend affected performance, deliveries, access or data transfers where objective, documented circumstances provide reasonable grounds to believe that continuing the affected activity would create a material legal, security or compliance risk, and only to the extent and for the period reasonably necessary to prevent or mitigate that risk. STG DE shall notify the Business Partner without undue delay, explain the grounds to the extent legally permissible, consider less restrictive measures and review the need for suspension as circumstances develop. Payments for properly performed, undisputed obligations shall not be withheld solely under this paragraph. Statutory payment prohibitions and other valid statutory or contractual rights of retention remain unaffected.

c) A material breach of this Addendum entitles STG DE to exercise the remedies available under the relevant contract and applicable law. Where the breach can be remedied, a reasonable opportunity to remedy shall be given before termination or withdrawal, unless applicable law permits such action without a cure period or warning. Immediate protective action may be taken where continued performance would be unlawful or create a serious risk to STG DE or third parties. For trade-compliance breaches, the specific requirements and remedies in § 15 of the GTC remain applicable, subject to mandatory law. Nothing in this Addendum expands those remedies beyond their lawful scope.

d) This Addendum does not create a separate indemnity or alter the liability regime of the relevant contract or the GTC. Where the GTC apply, § 14 governs the liability of STG DE within its stated scope. The liability of the Business Partner is governed by the applicable contractual provisions and statutory law; limitations expressed solely for STG DE do not automatically apply to the Business Partner. Mandatory law remains unaffected.

§ 13 Final Provisions

a) This Addendum does not create rights for third parties unless mandatory law provides otherwise. Any failure or delay in exercising a right does not constitute a waiver.

b) If any provision of this Addendum is invalid or unenforceable, the remaining provisions remain effective, subject to applicable law. The consequences of non-incorporation or invalidity are governed by applicable statutory provisions, including § 306 of the German Civil Code where applicable.

c) The governing law, jurisdiction, dispute-resolution mechanism and language precedence applicable to the relevant contract and the GTC also apply to this Addendum.

d) STG DE may publish revised versions for future contracts. An updated version applies to an existing contract only through a valid agreement or a valid contractual or statutory amendment mechanism and in compliance with all applicable requirements. Publication or notice of an updated version alone does not amend an existing contract. Otherwise, the version incorporated at contract conclusion continues to apply.