General Terms and Conditions of Purchasing R-Biopharm AG

1. Scope

1.1 Unless otherwise agreed, these General Terms and Conditions of Purchase ("GTCP") apply to all orders for goods and orders for work and services by R-Biopharm AG. The GTCP become an integral part of the contract when orders for goods and/or work and services are accepted.
1.2 The contractual partner's General Terms and Conditions of Purchase and/or Business shall not apply even if they were not expressly rejected unless their applicability was expressly agreed in text form.

2. Subcontractor and assignment

2.1 Insofar as personal performance has not been agreed, the contractual partner shall be entitled to utilize third parties to fulfill its contractual obligations unless an important reason precludes this. An important reason shall exist particularly when the third party does not provide a guarantee of proper fulfillment of the contract from an objective point of view (e.g. lack of qualifications, know-how, reliability, official permits, etc.).
2.2 The assignment of rights and obligations under an order for goods or services to third parties shall only be permitted with the prior consent of R-Biopharm AG in text form unless the assignment is an assignment of a monetary claim; Section 354a German Commercial Code (Handelsgesetzbuch, HGB) (assignment of monetary claims in commercial transactions) remains unaffected.

3. Order and conclusion of contact

3.1 Orders are only legally binding when they are made in text form (e-mail, fax). Agreements made orally or by telephone must be confirmed in text form for evidence purposes.
3.2 The contractual partner must confirm acceptance of the order in text form by e-mail to AB@r-biopharm.de. The order confirmation must contain at least the following information: list of products/services, binding price, binding delivery/service date, information on the origin of products, the customs tariff number for goods from a foreign country, and up-to-date analysis certificates for (biological) raw materials, foodstuffs or chemicals.
3.3 It shall be equivalent to an order confirmation if the contractual partner delivers the ordered products or begins to perform the work or service under an order for work and services or accepts a payment of R-Biopharm AG for the products or service.
3.4 If the complete order confirmation is not received by R-Biopharm AG within 7 (seven) working days of receipt of the order, R-Biopharm AG shall no longer be bound to the order unless R-Biopharm AG must expect a later acceptance (Section 147 German Civil Code (Bundesgesetzbuch, BGB).
3.5 If the order confirmation contains deviations from the order for goods or services, R-Biopharm AG shall be bound to it only if it consents to it in text form. An acceptance of goods or services without reservations does not signify consent.

4. Product characteristics

4.1 The contractual partner shall check the contractual performance for completeness and equivalence of contractually agreed functions before delivery to R-Biopharm AG.
4.2 Chemicals and biological reagents must have a minimum durability of 12 (twelve) months if not otherwise agreed in text form.
4.3 The contractual partner may not alter the ordered products or their specifications without the prior consent of R-Biopharm AG in text form.
4.4 Any changes of the origin of goods and official measures regarding the contractual products, product components or manufacturing facility (e.g. Warning Letters of the U.S. Food and Drug Administration, inspection or investigation) must be notified immediately to R-Biopharm AG.
4.5 The contractual partner shall fulfill its contractual performance with technical and commercial diligence in accordance with the recognized state of the art. It guarantees that it complies with the relevant legal regulations (particularly EC Regulation No. 1907/2006 "REACH", EU Directive 2011/65/EU "RoHS" and the German Regulation on the Restriction of Hazardous Substances in Electrical and Electronic Equipment (Verordnung zur Beschränkung der Verwendung gefährlicher Stoffe in Elektro- und Elektronikgeräten, ElektroStoffV), EU Regulation 2017/746 "IVDR", etc.) and customary industry standards (DIN EN ISO 13485; 9001:2015, etc.) with regard to all substances, materials, mixtures and other products, as well as its service in case of work or services. This applies particularly for any registrations or approvals and for labeling, packaging and information obligations under these regulations. The contractual partner shall immediately provide documents that prove compliance with these regulations (e.g. registrations, approvals, documents proving the conformance of electric and electronic equipment with the requirements of the ElektroStoffV, etc.) to R-Biopharm AG at its request.
4.6 If products are commercially usable only to a limited extent, the contractual partner shall inform R-Biopharm AG of this commercial use limitation before sending the order confirmation in text form. This applies particularly in the case that a substance, material, mixture or other product of the contractual partner is hazardous or concerning within the meaning of REACH or is subject to comparable special regulations or limitations.
4.7 If special obligations arise for R-Biopharm AG in connection with the order of goods or services, e.g. as importer, the contractual partner shall inform R-Biopharm AG thereof in text form before conclusion of the contract.
4.8 In the event of a culpable breach of the obligations set out in Article 4, the contractual partner shall compensate R-Biopharm AG for all damage and losses in this connection, including any fines; warranty claims (claims based on breach of obligation due to poor performance in case of material defects) remain unaffected thereby. The contractual partner shall indemnify R-Biopharm AG from all third-party claims that result from the culpable breach of the obligations of the contractual partner in Article 4 and shall assume all losses and expenses incurred or to be incurred by R-Biopharm AG in connection with the third-party claims. Any contributory negligence of R-Biopharm AG shall be considered in accordance with Section 254 BGB.

5. Place of performance

Unless otherwise agreed in text form, the place of performance is the registered head office of R-Biopharm AG, An der neuen Bergstraße 17, 64297 Darmstadt, Germany.

6. Packaging, labeling and information obligations, documents

6.1 All products shall be labeled and packaged and adequately protected against transport damage (particularly moisture, electronic discharge, slipping, fall, etc.) by the contractual partner at its own expense in accordance with the relevant legal regulations (particularly the German Recycling and Waste Disposal Act (Kreislaufswirtschaftsgesetz, KrWG), the German Packaging Act (Verpackungsgesetz, VerpackG), the German Act on the Placing on the Market, Taking Back and Environmentally Friendly Disposal of Electrical and Electronic Equipment Act (Gesetz über das Inverkehrbringen, die Rücknahme und die umweltverträgliche Entsorgung von Elektro- und Elektronikgeräten, ElektroG), the German Regulation on the Restriction of Hazardous Substances in Electric and Electronic Equipment (ElektroStoffV), etc.) and customary industry standards (particularly DIN EN ISO 13485:2016; 9001:2015, etc.) and any requirements of R-Biopharm AG.
6.2 The contractual partner shall fulfill its labeling and information obligations particularly in the case of substance restrictions.
6.3 The contractual partner shall ensure the correctness and completeness of transport documents and accompanying documents.

7. Disposal of packaging materials

7.1 The contractual partner shall fulfill its legal obligations regarding the recovery or disposal of packaging materials. In particular, it shall take back at its own expense transport packaging, sales packaging and secondary packaging that are typically not accumulated as waste after use by private end consumers or for which system participation is not possible due to system incompatibility according to Section 7 (5) German Packaging Act, and sales packaging for pollutant-containing products. It shall primarily reuse them, otherwise recycle them or dispose of them in an environmentally friendly manner at its own expense.
7.2 If the contractual partner does not fulfill its take-back obligations even after being asked to do so by R-Biopharm AG, R-Biopharm AG shall handle the recovery or disposal of the packaging in accordance with the aforementioned waste hierarchy and shall charge any costs to the contractual partner.

8. Mode of transport and delivery, partial deliveries

8.1 The mode of transport must be coordinated with R-Biopharm AG. Unless otherwise agreed in text form, all deliveries shall be made in accordance with Incoterms 2020 DPU to the place of performance according to Article 5.
8.2 The delivery conditions of R-Biopharm AG must be observed.
8.3 Partial deliveries or partial performance require the prior consent of R-Biopharm AG in text form.

9. Delivery time, default and liquidated damages

9.1 The delivery/performance time (dates and/or periods of time) indicated in the order confirmation is binding. If no delivery/ performance time is indicated therein, it shall be 6 (six) weeks from receipt of the order confirmation.

9.2 If the contractual partner is unable to observe the agreed delivery/performance time, it shall immediately inform R-Biopharm AG in text form with an indication of reasons for the delay and the tentative new delivery/performance time. Changes in the agreed delivery/performance time are possible if R-Biopharm AG agrees to such changes in text form. Claims for damages remain unaffected.

9.3 The determining time for observance of the delivery date is the date of receipt of the products and the corresponding documentation by R-Biopharm AG or in the case of work/services, the actual performance of the ordered service (for acceptance, where applicable). If the agreed delivery/performance time is exceeded, the contractual partner shall be in default after the due date and reminder.

9.4 Acceptance of the delayed delivery/performance shall not signify a waiver of claims for compensation.

9.5 If the contractual partner is in default, R-Biopharm AG may demand liquidated damages equal to 5% (five percent) of the agreed gross order sum for which the contractual partner is in default for each started calendar day of default. The liquidated damages may be asserted within 12 (twelve) months of the end of default. Liquidated damages shall be credited to damages.

10. Import, export, customs

10.1 The contractual partner guarantees that products will be delivered and documents provided in accordance with all relevant import and export laws. The contractual partner is responsible at its own expense for import and export documentation and all related licenses and permits.

10.2 The contractual partner shall inform R-Biopharm AG if the re-export of goods is excluded or requires permission according to the respectively applicable export regulations of the Federal Republic of Germany or other EU member states, the European Union, the United States or the country of origin. For this purpose, the contractual partner shall provide the following information at least for the affected items in its offers, order confirmations and invoices:

- The export list number according to Annex AL of the German Foreign Trade and Payments Regulation (Außenwirtschaftsverordnung) or the comparable list numbers of applicable export lists,
- For U.S. goods, the ECCN (Export Control Classification Number) according to the U.S. Export Administration Regulations (EAR)
- The trade policy origin of its goods and the components of its goods, including technology and software
- Whether the goods have been transported through the United States, produced or stored in the United States, or manufactured with the aid of U.S. technology,
- The statistical goods number (HS Code) of its goods, and
- A contact person in its company to answer any questions of R-Biopharm AG.

10.3 In the event of a culpable breach of the obligations set out in Article 10, the contractual partner shall be required to compensate R-Biopharm AG for all losses in this connection, including any fines; warranty claims remain unaffected. The contractual partner shall indemnify R-Biopharm AG from all third-party claims that result from the culpable breach of the obligations of the contractual partner in Article 10 and shall assume all losses and expenses incurred or to be incurred by R-Biopharm AG in connection with the third-party claims. Any contributory negligence of R-Biopharm AG shall be considered in accordance with Section 254 BGB.

11. Remuneration/price

11.1 If no other agreement has been made, the prices are understood to be delivered duty-paid and free at the agreed place (DAP according to Incoterms 2020), including packaging.

11.2 Unless otherwise agreed, the remuneration is understood to be exclusive of the respectively applicable statutory value-added tax. All other charges, particularly taxes and customs duties, including those incurred from the use of foreign enterprises, shall be borne by the contractual partner and must be presented separately in the invoice. The contractual partner shall bear the bank fees of the recipient bank.

11.3 The remuneration covers all services of the contractual partner; expenses (e.g. travel and accommodation expenses) shall be reimbursed only if R-Biopharm AG has approved this in advance at least in text form and against presentation of original documents. Travel times are not deemed to be work times and shall not be remunerated, as a general rule.

11.4 The following applies with respect to work and services: Only the actually performed person-days ordered by R-Biopharm AG in text form and actually performed by the contractual partner shall be remunerated. If an upper remuneration limit or estimated number of person-days has been agreed, the contractual partner shall not be entitled to claim the full amount thereof. If remuneration by hourly rates has been agreed, billing more than 8 (eight) hours per person-day shall only be permitted with the prior consent of R-Biopharm AG in text form. If remuneration by daily rates has been agreed, such remuneration shall also cover all work hours over 8 (eight) hours per day. If a fixed price has been agreed for a service, extra costs incurred for the complete provision of the service shall be borne by the contractual partner.

11.5 A short-notice price increase within 4 (four) months of contract conclusion shall not be permitted except in the case of a continuing obligation and if R-Biopharm AG is concurrently given the option of rescinding or terminating the contract.

12. Invoice and due date (invoice issuance, payment term)

12.1 Payments shall be due only on the basis of invoices that fulfill the statutory regulations of Sections 14, 14a German Value-Added Tax Act (Umsatzsteuergesetz, USTG) or the invoice requirements of the country in which the contractual partner has its registered head office. The invoice must additionally contain the following information, ideally in the header: order number, order date, delivery note number, delivery note date and all necessary foreign trade information such as the customs tariff number, country of origin and in the case of products requiring an export permit, the List Number (ECCN) and VAT ID Number, where applicable. If R-Biopharm AG has assigned an order number to orders for goods, it must be quoted in the invoice (order reference), along with the vendor number and item number of R-Biopharm AG. Value-added tax and customs duties must be stated separately.

12.2 In addition, invoices for work or services must contain activity records that precisely describe the service by type, place, time and employees deployed.

12.3 When VAT liability for contractually agreed deliveries or other services is assigned to the recipient (reverse charge mechanism), the invoice must be issued without value-added tax. In this case, the invoice must contain the following information: VAT ID Number of the contractual partner, German VAT ID Number of R-Biopharm AG, and the additional note “Recipient is liable for value-added tax”.

12.4 Invoices should preferably be sent by e-mail to invoice@r-biopharm.de. Invoice copies must be labeled as duplicates.

12.5 The invoice must be sent to R-Biopharm AG immediately after the delivery of goods or the complete provision of services. If an invoice does not meet the requirements of this Article 12, R-Biopharm AG may return it without further processing.

12.6 Only legally established, uncontested or recognized claims may be set off against the invoice amount.

12.7 Unless otherwise agreed, payments are due after 60 (sixty) days. Payment shall only be due if the goods or services have been completely delivered and accepted and if an invoice meeting the requirements of this Article 12 has been received. Insofar as the contractual partner is required to provide documents (analysis documents, material tests, test records, quality documents, etc.), the goods or services delivered shall be deemed to be complete only if these documents have been received.

12.8 R-Biopharm AG may pay invoices before the due date: R-Biopharm AG shall receive a 3% discount for payment within 14 (fourteen) days and a 2% (two percent) discount for payment within 30 (thirty) days.

12.9 In the event of the culpably incomplete delivery of goods or services, lack of acceptance, invoice or documents, the right to deduct the discount shall remain in effect. The new payment term shall begin in accordance with 12.7.

12.10 R-Biopharm AG may withhold payment for defective products until the defects are rectified.

13. Force majeure

13.1 If an event or circumstance of force majeure that prevents one party from fulfilling one or more contractual obligations (e.g. civil war/war, act of terror, piracy, currency and trade restrictions, observance of laws or orders, pestilence, epidemic, natural disaster, general labor unrest, etc.) occurs, that party shall be released from its contractual obligations, liability for damages or other contractual remedies for breach of contract from the date at which the hindrance makes it impossible to render performance if it immediately informs the other party thereof; otherwise from the date of receipt of the notification.

13.2 If the effect of the asserted hindrance is temporary, the consequences shall last as long as the hindrance prevents the fulfillment

of the contract by the affected party. If the effects last longer than 60 days and entail the consequence that the contractual partners are denied that which they can justifiably expect under the contract, both parties shall have the right to terminate the contract within a reasonable period of time. Regardless thereof, R-Biopharm AG shall be entitled to substitute procurement.
13.3 A party may only invoke force majeure if it proves that the hindrance is beyond its reasonable control and was not reasonably foreseeable at the time of concluding the contract and if the effects could not reasonably have been avoided or overcome by the affected party. The affected party shall be obligated to take all reasonable measures to limit the effects of the hindrance.
13.4 The contractual partner and R-Biopharm AG enter into the contract in knowledge of the Covid-19 pandemic and in awareness of the fact that the pandemic is associated with far-reaching changes in economic life. The contractual partner confirms that it is able to carry out the order within the established times and conditions. If the order cannot be carried out or not as agreed due to Covid-19, Article 13.1-3 shall not apply.

14. Defect notification obligations, acceptance, claims for defects
14.1 R-Biopharm AG shall inspect the products for obvious defects immediately after delivery and shall notify any defects within 5 (five) workdays at the latest. Hidden defects shall be notified immediately upon discovery, no later than within 2 (two) weeks and within the warranty limitation period according to Article 15.2. In case of obvious lack of conformity with the contract or defectiveness, goods may be rejected; in case of sample-based inspection, this shall apply to the entire scope of delivery.
14.2 Products not delivered in conformity with the contract or defective products shall be stored for no more than 45 (forty five) days at the risk and expense of the contractual partner. Within this period, the contractual partner must pick up the products at its own expense or instruct R-Biopharm AG to ship them at the expense of the contractual partner. After that, R-Biopharm AG may deal with the products according to its discretion and charge the contractual partner for the costs of disposal. Section 379 (2) HGB (sales of perishable goods) applies with respect to perishable goods or imminent danger.
14.3 In case of contracts for work, R-Biopharm AG shall declare its acceptance in writing if the work exhibits only immaterial defects at most. Ownership and agreed rights of use shall be transferred to R-Biopharm AG upon acceptance. If acceptance is refused due to material defects, R-Biopharm AG shall only be obligated to declare renewed acceptance after the contractual partner proves that the ascertained defects have been rectified.
14.4 If defective objects and works are delivered, R-Biopharm AG shall be entitled after prior notice to rectify the defects itself at the expense of the contractual partner in case of imminent danger or special urgency without first having to give the contractual partner an opportunity to rectify the defects. Otherwise, the statutory warranty rights remain unaffected.
14.5 Payments or putting into use shall not signify acknowledgement of conformity of the delivered goods or service, acceptance or waiver of claims for defects.
14.6 If third parties assert claims against R-Biopharm AG under the Product Liability Act that are attributable to a product of the contractual partner, the contractual partner shall indemnify R-Biopharm AG against these claims and assume the costs of defense against these claims by outside lawyers of R-Biopharm AG. The contractual partner shall assume all losses and expenses incurred or to be incurred by R-Biopharm AG from the assertion of claims by third parties, particularly including a recall action. Further claims of R-Biopharm AG and the claim for performance remain unaffected. Any contributory negligence of R-Biopharm AG shall be considered in accordance with Section 254 BGB.

15. Liability
15.1 The contractual partner shall be liable without limitation for all damage and losses from willful or grossly negligible breach of duty, injury to life, limb or health, breach of essential contractual obligations (obligations that are essential for attainment of the contract purpose and on the fulfillment of which the contractual partner can regularly rely), in case of default insofar as a fixed delivery date was agreed, in case of assumption of a guarantee for the quality or success of performance or assumption of a procurement risk, as well as compulsory prerequisites for legal liability, particularly the Product Liability Act and fraud. In all other cases, liability for slight negligence per order shall be limited to the contractually typical, foreseeable damages. The foregoing liability provisions also apply to the liability of the legal representatives, employees and vicarious agents of the contractual partner.
15.2 If no agreement to the contrary has been made, the limitation period for material defect claims is 24 (twenty four) months from the transfer of risk unless the product has a shorter durability. This shall not apply to claims for damages under a warranty, the assumption of a procurement risk within the meaning of Section 276 BGB, claims due to injury to life, limb or health, fraudulent, willful or grossly negligent action on our part, or if a longer limitation period is mandatory in the cases of Sections 478, 479 (recourse in the supply chain) or otherwise legally mandatory. Further claims due to or related to defects or consequential damages caused by a defect, regardless of the grounds, shall be valid in accordance with the provisions of Article 14.

16. Intellectual property
16.1 The contractual partner is obligated to render performance free of defects. It guarantees that no third-party rights will be infringed in connection with its performance of a contract. If R-Biopharm AG is no longer permitted to further use the product or service of the contractual partner due to such an infringement of third-party rights, the contractual partner shall either purchase an appropriate license at its own expense and grant the required right of use to R-Biopharm AG free of charge or immediately provide a product conforming to the contractual agreement or equivalent service to R-Biopharm AG free of charge.
The parties shall immediately inform each other of all – even presumed – infringements of third-party rights.
16.2 Unless otherwise agreed in writing, the exclusive, transferrable and sub-licensable right of use and exploitation of all services provided individually to R-Biopharm AG (particularly, but not limited to documentation, diagrams, designs, concepts, etc.) without limitation in space, time and content in all known and unknown types of use and exploitation for commercial and non-commercial purposes shall be transferred to R-Biopharm AG upon acceptance in the case of works or upon provision of the service in the case of services. R-Biopharm AG shall accept this transfer of rights.
16.3 Regarding services that are not individually provided to R-Biopharm AG or materials to which the contractual partner held rights of ownership or disposal prior to the contractual performance, as in the case of standard works developed or used before issuance of the order ("source material"), for example, the contractual partner shall grant a non-exclusive right of use in all known and unknown types of use without limitation in space, time and content to R-Biopharm AG if this source material is included in the performance results.
16.4 If third-party license terms apply in relation to the order, the contractual partner shall be required to purchase the rights or a license for the contractually required performance and grant a corresponding right of use to R-Biopharm AG. If this is not possible in a given case, the contractual partner shall inform R-Biopharm AG thereof with the submission of its offer. R-Biopharm AG shall have the right to refuse the incorporation of third-party performance.
16.5 The contractual partner is not entitled to use the names of R-Biopharm AG, its company logo or trademarks of R-Biopharm AG and companies affiliated with it as a reference or for self-promotion without prior consent in text form. If such consent is given, the contractual partner undertakes to comply with the design guidelines of R-Biopharm AG and to display logos of the best-possible quality and in comparably prominent positions as other logos displayed; distortions, color adjustments, retouching or other modifications are not permitted. The consent may be revoked in text form at any time; it is not transferrable to third parties and shall expire upon termination of the contract.
16.6 In case of a culpable breach of Articles 16.1-5, the contractual partner shall indemnify R-Biopharm AG against all claims of third parties, particularly claims due to infringement of property rights, asserted against R-Biopharm AG in connection with the exercise of its contractual rights and shall assume all losses and expenses incurred or to be incurred by R-Biopharm AG in connection with the third-party claims. The indemnification also includes the reimbursement of expenses incurred or to be incurred by R-Biopharm AG for the assertion or defense of rights, also including the use of patent attorneys where applicable. Any contributory negligence of R-Biopharm AG shall be considered in accordance with Section 254 BGB.

17. Insurance
The contractual partner shall maintain business liability insurance with worldwide coverage for a minimum coverage amount of 5 (five) million euros for each instance of personal injury or property damage and financial losses for the duration of the business relationship with R-Biopharm AG and for an appropriate period afterwards (at least within

the limitation periods). The contractual partner shall provide suitable proof at the request of R-Biopharm AG.

18. Provision of supplies and samples

18.1 Items to be necessarily provided or otherwise made available by R-Biopharm AG (particularly substances, materials or other documents) shall remain the property of R-Biopharm AG. They may only be used for the purpose of attaining the contract purpose; reverse engineering is not permitted.
18.2 Any use for other purposes and transfer to third parties shall only be permitted with the prior consent of R-Biopharm AG in text form. Subject to the assertion of further claims, R-Biopharm AG may demand the return of its items if the contractual partner breaches these obligations.
18.3 R-Biopharm AG shall be or become the co-owner of the products produced with the use of its items in proportion to the ratio of the value of the item provided or made available to the value of the product. The contractual partner shall be required to pay compensation in case of reduction in value or loss.

19. Confidentiality

19.1 Unless the parties have agreed otherwise in writing, the contractual partners undertake to keep the confidential information of the other party secret.
19.2 Confidential information comprises all financial, technical, legal, tax-related information pertaining to the business activity of the informing party, secret know-how, i.e. identifiable knowledge that is only accessible to a strictly limited group of persons, is objectively individualizable and possesses commercial value, trade secrets within the meaning of Section 2 (1) of the German Act on the Protection of Trade Secrets (Gesetz zum Schutz der Geschäftsgeheimnisse, GeschGehG), and items or samples of R-Biopharm AG provided for the purpose of contract fulfillment, as well as collaboration with R-Biopharm AG.
19.3 Exempted is confidential information that is publicly known, published, part of common technical knowledge, general state of the art, individually known to the receiving contractual partner and immediately notified to the receiving contractual partner in text form at the time of disclosure.
19.4 Confidential information shall be disclosed to persons within the company of the contractual partner, who shall make a suitable undertaking, on a “need to know” basis. The contractual partners may also disclose confidential information to third parties insofar as this is absolutely necessary for contract fulfillment.
19.5 The contractual partner shall implement customary security measures to protect confidential information against unauthorized disclosure to or use by third parties.
19.6 Reverse engineering is not permitted.
19.7 The confidentiality obligation shall not apply insofar as and as soon as confidential information becomes publicly known after the time of disclosure without any action taken by a party in violation of the confidentiality undertaking, is made known individually to the concrete party by third parties without such third parties having violated a confidentially undertaking, is known to or is developed by the receiving party on its own and independently of the confidential information, is made known to the public by the disclosing party in writing or is disclosed in accordance with mandatory legal regulations.
19.8 The confidentiality obligation shall apply for 5 (five) years after the end of the engagement of the contractual partner by R-Biopharm.

20. Data protection

20.1 The contractual partner undertakes to comply with the principles of the European General Data Protection Regulation (EU GDPR) and the German Federal Data Protection Act (Bundesdatenschutzgesetz, BDSG new). In particular, the contractual partner shall ensure that employees entrusted with processing the data have been placed under the obligation to uphold confidentiality (earlier, data secrecy) and have been informed about the relevant data protection regulations. The contractual partner shall also be obligated to protect the personal data in accordance with the state of the art, with due regard to Art. 32 GDPR.
20.2 The contractual partner may only disclose the information and data of R-Biopharm to third parties with express written consent.
20.3 If the contractual partner processes personal data for the purpose of rendering the contractual performance for R-Biopharm AG, the parties shall enter into a separate processing agreement in accordance with Art. 28 EU GDPR.
20.4 R-Biopharm shall process the data transmitted to it only for the purpose of performing the contract with the respective contractual partner. Additional data protection information according to Art. 13 and Art. 14 GDPR can be found in the data protection policy on the website of R-Biopharm: https://r-biopharm.com/de/datenschutzerklaerung/

21. Deployment of personnel, avoidance of false self-employment

21.1 If services are provided to R-Biopharm AG through the deployment of personnel under service or work agreements, R-Biopharm AG shall issue no directives to the persons deployed by the contractual partner. The contractual partner shall ensure that the persons deployed by it for the rendering of its performance perform the services independently and spatially separated as much as possible from the personnel of R-Biopharm AG. Unless otherwise agreed, the personnel deployed by the contractual partner shall always be recognized as workers of the contractual partner. R-Biopharm AG shall disclose details concerning the service to be performed by the contractual partner only to the contact person designated by the contractual partner. This contact person shall plan and supervise the deployment of the personnel used by the contractual partner and the performance of services and shall receive any complaints or additional individual orders. The instruction, guidance and supervision of the personnel deployed by the contractual partner shall be the sole responsibility of the contractual partner; R-Biopharm AG shall be permitted itself to monitor or have another party monitor the contractually conformant performance of services. No tools or supplies of R-Biopharm AG shall be provided to the contact person.
21.2 Self-employed persons shall provide their services in a self-determined, independent manner free from the directives of R-Biopharm AG in every respect and outside the business premises of R-Biopharm AG, with the exception of meetings on the subject of order placement, consultations and acceptance/delivery. R-Biopharm AG may demand the replacement of an employee of the contractor for good cause. This shall apply particularly if there are doubts concerning the necessary experience or qualifications. The contractual partner shall then arrange for a qualified replacement.

22. Compliance, anti-corruption, human rights, employee concerns, MiLoG, environmental standards

22.1 The contractual partner shall not within its company and its supply chain offer, promise or grant gifts and/or other advantages to employees and/or officers and directors of R-Biopharm AG and their relatives, either itself or through third parties, for the purpose of giving preference over competitors or inducing them to take or refrain from certain actions. The same applies in relation to third parties, particularly public authorities.
22.2 The contractual partner undertakes within its company and its supply chain to respect human rights, employee concerns and environmental standards and guarantees that there will be no human rights violations in its own business and at his direct suppliers and that the regulations of the Minimum Wage Act (Mindestlohngesetz, MiLoG) will be observed. It shall immediately look into complaints of employees of a direct supplier. If the contractual partner utilizes third parties in the provision of the contractual service, it shall impose the same obligations on these third parties.
22.3 The contractual partner shall appropriately document compliance with the principles stated in this Article 22.1-2 and immediately present all documents required to verify compliance to R-Biopharm AG at its request; in addition, R-Biopharm AG shall have the right to demand a tax clearance certificate of the tax authority from the contractual partner.
22.4 In case of the culpable violation of this Article 22, R-Biopharm AG shall be entitled to terminate the order and all other contractual relationships with the contractual partner without notice for good cause. Claims for damages remain unaffected. In case of a culpable violation of the obligations in Article 22, the contractual partner shall be required to compensate R-Biopharm AG for all losses in this connection, including any fines; warranty claims (claims based on breach of obligation due to poor performance in case of material defects) remain unaffected thereby. The contractual partner shall indemnify R-Biopharm AG from all third-party claims that result from the culpable breach of the obligations of the contractual partner in Article 22 and shall assume all losses and expenses incurred or to be incurred by R-Biopharm AG in connection with the third-party claims. Any contributory negligence of R-Biopharm AG shall be considered in accordance with Section 254 BGB.

23. Miscellaneous provisions (written form, severability clause, choice of law)

23.1 Amendments and supplements require text form for evidence reasons.

23.2 German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Darmstadt, Germany.

23.3 The English version is deemed to be a mere translation; the German version is determining for the interpretation of these GTCP.