

1. Scope of Application, Deviating Terms and Conditions, Future Business, Prevailing Agreements, Written Form for Legally Relevant Declarations

- 1.1 These General Terms and Conditions of Sale and Delivery (hereinafter "**GTC**") shall apply to any offers or order confirmations issued by Ostsee-Molkerei Wismar GmbH (hereinafter referred to as "Ostsee-Molkerei Wismar"), as well as to any deliveries and other performances such as services provided by Ostsee-Molkerei Wismar (including cost estimates, additional services, consultations and information), and to all contracts that Ostsee-Molkerei Wismar concludes as a seller, supplier and contractor with the buyer or client (hereinafter referred as the "**Customer**").
- 1.2 These GTC shall apply exclusively. Any conflicting, deviating or supplementary conditions of the Customer shall only apply if Ostsee-Molkerei Wismar explicitly consents to their validity in writing in each case. These GTC shall only apply to dealings with "entrepreneurs", as defined in Section 14 of the German Civil Code (BGB).
- 1.3 These GTC shall even apply if Ostsee-Molkerei Wismar unconditionally delivers a product or service to the Customer in the knowledge of the latter's conflicting or deviating conditions.
- 1.4 The latest version of these GTC shall also apply exclusively to any future business concluded with the Customer within the scope of the parties' current business relations, even if the application of this document is not explicitly agreed again.
- 1.5 Any individual agreements concluded with the Customer (including side agreements, additions and amendments) and any deviating information contained in offers /order confirmations shall take precedence over these GTC.
- 1.6 Any legally relevant declarations and notifications to be submitted by the Customer to Ostsee-Molkerei Wismar after the contract has been concluded (e.g. set deadlines, complaints for defects, declaration of withdrawal from the contract or price reductions) must be made in written form or at least one of the following forms (exchange of signatures using industry-standard electronic signature software and/or the exchange of scanned documents with handwritten signatures, SAP orders by fax or e-mail. The written form as well as the expressly mentioned forms shall be deemed to be "in writing" within the scope of these GTCs to be effective.
- 1.7 Ostsee-Molkerei Wismar is guided by its Code of Conduct as amended from time to time as a minimum social standard. The current Ostsee-Molkerei Wismar Code of Conduct for Employees is available on the homepage <https://www.meggle-group.com/en/coc>. Any terms and conditions of the Customer which conflict with or deviate from or supplement this Code of Conduct shall not apply unless Ostsee-Molkerei Wismar has expressly agreed to their consideration in writing in an individual case. Contractual obligations shall only arise if expressly agreed in writing.
Ostsee-Molkerei Wismar expects its Customers to adhere to the basic principles set out in the Ostsee-Molkerei Wismar Partner Code of Conduct available on the homepage <https://www.meggle-group.com/en/coc>.
- 1.8 Unless expressly agreed otherwise, Ostsee-Molkerei Wismar shall be the sole contractual partner. In particular, no other company belonging to the MEGGLE Group shall be liable for Ostsee-Molkerei Wismar's obligations.

2. Contractual Declarations (Formal requirements), Documents, Quality guarantee/assurance, Authorization

- 2.1 Amendments and other (side) agreements before or upon conclusion of the contract must be made in writing to be legally effective. Offers shall be provided either in writing or by e-mail. Order confirmations are only valid in writing or as an e-mail with an electronically generated order confirmation as an attachment.
- 2.2 Any offers made by Ostsee-Molkerei Wismar (particularly regarding prices, quantities and delivery dates) shall be non-binding and only regarded as an invitation for the Customer to make a request for a contract (hereinafter referred to as an "**order**"), unless stated otherwise in a specific offer submitted by Ostsee-Molkerei Wismar. The Customer shall be bound to its order for two weeks. A contract shall only become legally effective when Ostsee-Molkerei Wismar issues a written order confirmation but at the latest when the Customer accepts the delivery.
- 2.3 Ostsee-Molkerei Wismar shall retain ownership of any technical illustrations, product descriptions or other documents issued to the Customer over the course of the contractual negotiations. They may only be passed on to third parties with Ostsee-Molkerei Wismar's express prior written consent.
- 2.4 Ostsee-Molkerei Wismar shall be entitled to ask the Customer to prove it is authorised to purchase the ordered products if the applicable laws stipulate a special form of registration and/or authorisation for the purchase of the type of products concerned. Ostsee-Molkerei Wismar shall only be obliged to deliver the products when the Customer has provided the appropriate evidence.
- 2.5 Unless otherwise agreed individually or otherwise stated in the offers/declarations of acceptance by Ostsee-Molkerei Wismar, product descriptions -or specifications of Ostsee-Molkerei Wismar, do not constitute a guarantee of quality or an assurance/guarantee of the suitability of the products for the intended use; in particular, the products have not been specially developed, tested or approved for use in the medical field. The use and further processing of Ostsee-Molkerei Wismar products as well as the sale of the end product are the responsibility and risk of the end product manufacturer or marketing authorization holder. They are solely responsible for all testing, development, obtaining the necessary approvals, providing instructions and warnings, and any other measures necessary to ensure the safety and suitability of the products supplied by Ostsee-Molkerei Wismar for the intended use of the final product. Ostsee-Molkerei Wismar shall only be liable for contractual claims vis-à-vis its contractual partners.
- 2.6 If, during the term of a contract, the economic, technical or legal circumstances relevant to the individual provisions of this contract change so significantly that performance and consideration are no longer in a reasonable relationship or Ostsee-Molkerei Wismar can no longer be reasonably expected to perform the contract, the parties shall negotiate in good faith an adjustment of the contract or individual parts of the contract, such as the sales price, to the changed circumstances within the bounds of what is reasonable. If no agreement can be reached, Ostsee-Molkerei Wismar shall be entitled to rescind/terminate the contract.

3. Assignments, Inclusion of Third Parties, Pricing, Terms of Payment, Late Payment, Electronic Invoicing, Offsetting / Withholding Payments, SEPA Direct Debit Mandate, Financial Deterioration

- 3.1 Ostsee-Molkerei Wismar may assign claims arising from or in connection with the contract to affiliated companies or to other third

parties. Ostsee-Molkerei Wismar shall further be entitled to commission third parties for performance of contractual obligations for which it is responsible. The Customer is obliged to make all payments personally.

- 3.2 Unless otherwise stated in an order confirmation, all prices shall include "Free Carrier" shipment from Ostsee-Molkerei Wismar's headquarters (FCA, Incoterms 2020) exclusive of packaging. Unless otherwise agreed, all prices shall be indicated as net prices in euros; statutory value added tax shall be charged additionally; the value added tax shall be indicated separately.
- 3.3 Ostsee-Molkerei Wismar is registered as a manufacturer of packaging with the registration number DE3899603964618 in the packaging register LUCID. If Ostsee-Molkerei Wismar is commissioned as a contract manufacturer and the packaging exclusively shows the name or brand of the Customer, the Customer itself shall be obliged to fulfill its obligations under the Packaging Act and other applicable regulations.
- 3.4 Ostsee-Molkerei Wismar shall adjust the prices to be paid at its reasonable discretion to the development of energy costs that are relevant for the calculation of prices. A price increase shall be possible and a price reduction shall be made if there is an increase or decrease in the cost of procuring energy. Increases in cost of purchasing energy, may only be used to increase prices if they cannot be compensated otherwise. In the case of energy cost reductions, Ostsee-Molkerei Wismar shall reduce prices to the extent that such cost reductions are not fully or partially offset by any increases in other areas.
Within the context of a continuing obligation or a framework agreement, Ostsee-Molkerei Wismar shall, when exercising its reasonable discretion, select the respective points in time of a price change in such a way that cost reductions are not taken into account in accordance with criteria that are less favourable for the Customer than cost increases; this means that cost reductions shall have an effect on the price at least to the same extent as cost increases. Within the context of an individual purchase contract, Ostsee-Molkerei Wismar shall make a price change if there are more than three months between the conclusion of the contract and the agreed delivery date.
- 3.5 Unless otherwise stated in the order confirmation, all invoices issued by Ostsee-Molkerei Wismar shall be due for payment within 10 days of the invoice date. Deductions for early payment shall only be granted by express written agreement.
- 3.6 A payment shall only be considered made when the full invoice amount is at Ostsee-Molkerei Wismar's disposal. Ostsee-Molkerei Wismar shall not be obliged to accept cheques or bills of exchange; they shall only be accepted as full payment following a successful bank clearance process.
- 3.7 In the event of late payment, Ostsee-Molkerei Wismar shall be entitled to charge interest at 9 percentage points above the respective base rate and the statutory default fee of EUR 40.00. Ostsee-Molkerei Wismar explicitly reserves the right to assert a greater claim for damages as a result of late payment.
- 3.8 The Customer hereby agrees to electronic invoicing in accordance with sentence 7 and 8 of Section 14 (1) of the German Value Added Tax Act (UStG). Any complaints about invoices must be made by the Customer immediately (i.e. without culpable delay) in writing.
- 3.9 The Customer may only offset claims against counterclaims that are acknowledged by Ostsee-Molkerei Wismar, undisputed, legally established or ready for judgement. The Customer shall only be authorised to withhold a payment if its counterclaim is based

on the same contractual relationship and is acknowledged by Ostsee-Molkerei Wismar, undisputed, legally established or ready for judgement.

- 3.10 If payment via direct debit is agreed, the Customer shall issue Ostsee-Molkerei Wismar with a mandate upon request to participate in the SEPA business-to-business direct debit scheme.
 - 3.11 If it becomes apparent that Ostsee-Molkerei Wismar's claim to consideration is jeopardised by the Customer's solvency after the contract has been concluded, Ostsee-Molkerei Wismar may refuse to provide its services until the Customer renders the consideration or provides a security. After a period set for this purpose, Ostsee-Molkerei Wismar shall be entitled to withdraw from the contract and/or demand compensation for damages or the reimbursement of expenses if the legal requirements are met.
- 4. Delivery, Partial Deliveries, Force Majeure, Deliveries from Suppliers, Delivery Delays, Liability for Late Deliveries**
- 4.1 Unless otherwise indicated or agreed by Ostsee-Molkerei Wismar, all delivery dates and deadlines shall be non-binding. A delivery period shall only begin when all necessary documents, permits, clearances or other cooperative actions have been provided by the Customer or an agreed down payment has been made. Even after a delivery period has begun, Ostsee-Molkerei Wismar shall not be obliged to deliver if the Customer fails to properly perform its own obligations on time, particularly if it falls in arrears. Ostsee-Molkerei Wismar reserves the defence of unperformed contract.
 - 4.2 Unless otherwise agreed, all deliveries shall be made as "Free Carrier" shipments from Ostsee-Molkerei Wismar's headquarters (FCA, Incoterms 2020).
 - 4.3 Ostsee-Molkerei Wismar shall be entitled to deliver the goods in partial quantities to a reasonable extent.
 - 4.4 If the delivery of the goods is hindered by force majeure or other unforeseeable events occurring at Ostsee-Molkerei Wismar or one of its suppliers/subcontractors that prevent Ostsee-Molkerei Wismar temporarily from delivering the goods on the agreed date or by the agreed deadline through no direct or indirect fault of its own, the delivery date and deadline shall be extended by the amount of time for which the performance of the contract is disrupted by such circumstances plus a reasonable recovery time. If delivery becomes completely or partly impossible or cannot be reasonably expected due to the above circumstances, Ostsee-Molkerei Wismar shall insofar be released of its duty to deliver and/or entitled to withdraw from the contract. If such a disruption leads to a postponement of over 8 weeks, both contracting parties shall be entitled to withdraw from the contract; however, the Customer shall only be entitled to withdraw from the contract after setting a reasonable grace period for the delivery. Other statutory rights of withdrawal are not affected by the before mentioned provision.
 - 4.5 Such events particularly include breakdowns caused by war, sabotage, fire, explosion, water or natural disaster or extreme natural events such as severe weather, as well as legitimate labour disputes and strikes, pandemics, epidemics or plagues, official orders, interruption or suspension of energy supply, failures or restrictions of electronic data exchange caused by a third party as well as attacks on IT systems of Ostsee-Molkerei Wismar or one of its suppliers/subcontractors by third parties.
 - 4.6 Section 4.4 shall also apply in the case of a long-term supply relationship; Ostsee-Molkerei Wismar shall even be entitled to terminate the entire contract if only partial deliveries are affected

but Ostsee-Molkerei Wismar cannot be reasonably expected to fulfil the terms of the entire contract due to force majeure.

- 4.7 If Ostsee-Molkerei Wismar does not receive deliveries on time or at all from its suppliers – this also includes the supply from Ostsee-Molkerei Wismar's suppliers of raw materials as well as energy such as gas –, it shall not be deemed in default of its obligations to the Customer, unless Ostsee-Molkerei Wismar is responsible for the late supply or lack of supplies. Ostsee-Molkerei Wismar shall be entitled to withdraw from the contract if becomes clear that its suppliers will not be able to supply the ordered goods, raw materials or the quantities of energy ordered through no fault of its own despite making parallel covering arrangements.
- 4.8 In the event of late delivery, Ostsee-Molkerei Wismar shall be liable for damages in accordance with Section 8 of these GTC. In the event of slight negligence, however, Ostsee-Molkerei Wismar's liability for damages caused by delay shall be limited to 0.5% of the value of the delayed (partial) delivery for every full week of delay, up to a maximum of 5% of the value of the delayed (partial) delivery.

5. Default on Acceptance, Storage Costs, Flat-Rate Compensation

- 5.1 If the Customer defaults on the acceptance of the goods or culpably violates any other of its obligations to cooperate, Ostsee-Molkerei Wismar shall be entitled, without prejudice to its other rights, to appropriately consign or store the goods at the risk and expense of the Customer. Ostsee-Molkerei Wismar may commission a forwarding agent or warehouse keeper for such purposes. If Ostsee-Molkerei Wismar stores the goods on its own premises, it shall be entitled to a storage fee amounting to 0.25% of the net purchase price of the stored goods per full week of storage. Higher or lower storage costs may be proven and charged accordingly. Ostsee-Molkerei Wismar reserves the right to assert further claims.
- 5.2 The risk of the accidental loss or deterioration of the goods shall be transferred to the Customer at the point in time at which it defaults on acceptance.
- 5.3 If the Customer refuses to accept the delivery of the contractually agreed goods, or if a reasonable grace period for acceptance expires without the desired result, Ostsee-Molkerei Wismar shall be entitled to withdraw from the contract and/or demand compensation for damages instead of providing the service. In such cases, Ostsee-Molkerei Wismar shall be entitled to demand 20% of the agreed net purchase price from the Customer as compensation. The Customer shall be free to present evidence that Ostsee-Molkerei Wismar has not incurred any damage or less damage than the flat-rate compensation. Ostsee-Molkerei Wismar reserves further rights, particularly the right to prove it has incurred a greater degree of damage.

6. Complaints for Defects, Warranty

- 6.1 The Customer may only assert claims for defects if it inspects the goods immediately after delivery, and in any case before processing the goods. Apparent defects must be immediately reported to Ostsee-Molkerei Wismar in writing (within one week of delivery at the latest). If a hidden defect subsequently becomes apparent, a written complaint must similarly be made immediately (within one week of its discovery at the latest). If the Customer fails to report a defect, the delivery shall be considered faultless and approved. Any rejected goods must be properly stored by the Customer at its own expense. The timeliness of a

complaint shall depend on the time at which it is received by Ostsee-Molkerei Wismar.

- 6.2 The product to be delivered shall be free from material defects if it has the agreed quality (subjective requirement). All product specifications and other manufacturer's information which are the subject matter of the individual contract shall be deemed to be an agreement on quality in this sense. If no quality agreement has been made in the individual agreement the product specification shall apply in priority towards other manufacturer information that have been published by Ostsee-Molkerei Wismar (at the time of the conclusion of the contract). Ostsee-Molkerei Wismar shall only be liable for the characteristics of a packaging with regard to its usability for a specific purpose of use if this purpose of use was so presupposed or expressly agreed in the contract concluded between Ostsee-Molkerei Wismar and the Customer.
- 6.3 If the Customer reports a defect on time in accordance with Section 6.1, Ostsee-Molkerei Wismar shall be entitled, at its own discretion, to resolve the issue by either remedying the defect or delivering another flawless item. If Ostsee-Molkerei Wismar decides to remedy the defect, it shall bear all the necessary expenses, unless the rectification measure is made more expensive by the fact that the goods have been moved to a different location since delivery.
- 6.4 The Customer may only assert claims against Ostsee-Molkerei Wismar for the breach of third-party industrial property rights or copyrights if it immediately informs Ostsee-Molkerei Wismar in writing about any such claims asserted by third parties, it does not acknowledge a breach and allows Ostsee-Molkerei Wismar to take care of all protective measures and settlement agreements. Furthermore, the Customer may not assert claims if the breach of third-party industrial property rights or copyrights is caused by special requirements of the Customer, by an application of the goods that could not be foreseen by Ostsee-Molkerei Wismar, or by the fact that the delivery is changed by the Customer or used alongside products that are not supplied by Ostsee-Molkerei Wismar.
- 6.5 The Customer shall not be entitled to assert claims for defects if there is only a minor deviation from the expected quality of a product or a minor impairment of its usability.
- 6.6 With the exception of claims for damages warranty claims shall become time-barred one year after the products have been delivered.
- 6.7 The Customer may only assert claims for damages caused by defects if Ostsee-Molkerei Wismar's liability is not excluded or limited in accordance with Section 7 of these GTCs. The Customer may not assert any claims for defects beyond those stipulated in Section 6 of these GTCs.
- 6.8 The limitation of Section 6 shall not apply if Ostsee-Molkerei Wismar has fraudulently concealed a defect or to the extent Ostsee-Molkerei Wismar issued a guarantee.

7. Liability

- 7.1 Ostsee-Molkerei Wismar shall be fully liable for damages in the event of intent and gross negligence. In the event of a slightly negligent breach of a primary contractual duty or a secondary contractual duty, the breach of which jeopardises the achievement of the contractual purpose or the fulfilment of which allows the contract to be properly performed in the first place and in the compliance with which the Customer may put its trust (hereinafter referred to as an "essential secondary duty"), Ostsee-Molkerei Wismar's liability shall be limited to the typical degree of

damage for the type of contract in question that was foreseeable at the time the contract was concluded.

- 7.2 In the event of a slightly negligent breach of a primary contractual duty or essential secondary duty, Ostsee-Molkerei Wismar's liability shall be limited to two times the order value.
- 7.3 Ostsee-Molkerei Wismar shall not be held liable for the slightly negligent breach of secondary contractual duties that are not essential secondary duties.
- 7.4 The above exclusions and limitations shall not apply if defects are fraudulently concealed or if a guarantee is undertaken for product qualities, nor shall they apply to Ostsee-Molkerei Wismar's liability for claims asserted by the Customer in accordance with the German Product Liability Act (ProdHaftG) or for damage to the Customer's life, limb or health. This shall not reverse the burden of proof to the detriment of the Customer.
- 7.5 If Ostsee-Molkerei Wismar's liability is excluded or limited, this shall also apply to the personal liability of Ostsee-Molkerei Wismar's legal representatives, employees, workers and vicarious agents.
- 7.6 With the exception of claims resulting from prohibited acts, any claims for damages asserted by the Customer, where Ostsee-Molkerei Wismar's liability is limited in accordance with Section 8 of these GTCs, shall expire one year from the start of the statutory limitation period.

8. Reservation of Proprietary Rights

- 8.1 Ostsee-Molkerei Wismar shall retain ownership of the delivered goods (hereinafter referred to as "**goods subject to the reservation of proprietary rights**") until the settlement of all claims held against the Customer within the scope of the supply contract and any other claims that Ostsee-Molkerei Wismar acquires against the Customer in direct connection with the delivered goods, regardless of the legal grounds. Furthermore, Ostsee-Molkerei Wismar shall retain ownership of goods subject to the reservation of proprietary rights until the settlement of any other claims that Ostsee-Molkerei Wismar acquires against the Customer – now or in the future – regardless of the legal grounds (including any outstanding claims to the balance on a current account). In the case of a current account, the goods subject to the reservation of proprietary rights shall act as a security for the outstanding balance claims held by Ostsee-Molkerei Wismar.
- 8.2 If goods subject to the reservation of proprietary rights are delivered to countries where the validity of the reservation of such proprietary rights is subject to specific requirements or formalities, the Customer shall do everything at its own expense and without undue delay to grant Ostsee-Molkerei Wismar the appropriate security rights. The Customer shall cooperate in all measures that are necessary and beneficial for the effectiveness and enforceability of such security rights (e.g. registration, publication).
- 8.3 The Customer shall be entitled to process and resell goods subject to the reservation of proprietary rights within its ordinary course of business. However, the Customer shall not be entitled to process and resell goods subject to the reservation of proprietary rights if it is in arrears or has suspended its payments for more than a temporary period. If Ostsee-Molkerei Wismar is the owner of goods subject to the reservation of proprietary rights, it may revoke the Customer's authorisation to process and resell such goods for objectively justifiable reasons. The Customer hereby assigns to Ostsee-Molkerei Wismar all claims resulting

from the processing and resale of goods subject to the reservation of proprietary rights, including any ancillary rights; Ostsee-Molkerei Wismar hereby accepts the assignment.

- 8.4 The Customer shall remain entitled (until revocation) to collect the assigned claims. Ostsee-Molkerei Wismar may revoke the authorisation to collect the claim for objectively justifiable reasons. Ostsee-Molkerei Wismar reserves the right to collect the assigned claims itself. If the Customer fulfils its payment obligations, does not fall in arrears and, in particular, no application has been made to open insolvency proceedings and payments have not been suspended, Ostsee-Molkerei Wismar agrees to refrain from collecting the assigned claims itself. If the Customer fails to fulfil its payment obligations and Ostsee-Molkerei Wismar is therefore authorised to collect the claims itself, the Customer must, upon request, provide Ostsee-Molkerei Wismar with a list of all goods subject to the reservation of proprietary rights, as well as a list of the assigned claims and the names and addresses of the debtors with the amount of the respective claims. The Customer shall be obliged to notify the debtors of the assignment of claims upon request, and Ostsee-Molkerei Wismar shall be entitled to do the same.
- 8.5 If the Customer processes or transforms goods subject to the reservation of proprietary rights in any way within its ordinary course of business, it shall do this on behalf of Ostsee-Molkerei Wismar in such a way that Ostsee-Molkerei Wismar shall be regarded as the manufacturer, as described in Section 950 BGB, without obliging Ostsee-Molkerei Wismar to accept its assignment as the manufacturer. Any processed goods shall be considered goods subject to the reservation of proprietary rights, as described in Section 8 of these GTCs. Excluded from this is processed goods whose possession or distribution requires regulatory approval, e.g. in the case of medicinal products. If the Customer processes, combines or mixes goods subject to the reservation of proprietary rights with other goods that are not owned by Ostsee-Molkerei Wismar, the latter shall acquire co-ownership of the new item in the ratio of the final invoice amount of the goods delivered under the reservation of proprietary rights (hereinafter referred to as the "**value of the goods subject to the reservation of proprietary rights**") to the value of the other processed, combined or mixed goods at the time of the processing, combination or mixing. If the Customer acquires sole ownership of the new item, the parties hereby agree that the Customer shall transfer Ostsee-Molkerei Wismar proportionate ownership of the new item in the ratio of the value of the goods subject to the reservation of proprietary rights to the value of the new item, and the Customer shall store the new item for Ostsee-Molkerei Wismar free of charge. The new item resulting from the processing, combination or mixing shall otherwise be subject to the same terms and conditions as the goods subject to the reservation of proprietary rights.
- 8.6 The Customer must adequately insure goods subject to the reservation of proprietary rights against theft, burglary, water and fire damage, and it must maintain such insurance coverage. The Customer hereby assigns to Ostsee-Molkerei Wismar any insurance claims held against its insurance company in the event of damage, provided Ostsee-Molkerei Wismar is the owner or co-owner of the damaged items; Ostsee-Molkerei Wismar hereby accepts the assignment.
- 8.7 As long as goods are subject to the reservation of proprietary rights, Ostsee-Molkerei Wismar must give its prior written consent for the goods to be pledged, transferred by way of security

or otherwise transferred or changed in any way that affects Ostsee-Molkerei Wismar's security. In the event of any third-party intervention (e.g. enforcement measures), the Customer must immediately notify Ostsee-Molkerei Wismar, provide all information and documents required for Ostsee-Molkerei Wismar to safeguard its rights and inform the third party of the reservation of Ostsee-Molkerei Wismar's proprietary rights.

8.8 If the Customer breaches the contract, particularly by falling in arrears, Ostsee-Molkerei Wismar shall be entitled to recover the delivered goods at the end of a reasonable grace period. However, Ostsee-Molkerei Wismar shall not be obliged to set a grace period in the event of imminent danger. The recovery of the goods shall also constitute a withdrawal from the contract.

Ostsee-Molkerei Wismar shall be entitled to exploit any recovered items; the proceeds from any such exploitation shall be deducted from the Customer's liabilities (minus any reasonable exploitation costs).

8.9 At the request of the Customer, Ostsee-Molkerei Wismar shall be obliged to waive the reservation of its proprietary rights or release its securities insofar as the realisable value of all securities granted to Ostsee-Molkerei Wismar from the reservation of proprietary rights, transfer by way of security and assignment in advance exceeds the total amount of the secured claims against the Customer by over 10%; Ostsee-Molkerei Wismar shall select the securities to be released.

9. Confidentiality, Contractual Penalty, Marketing Measures

9.1 Customer is obliged to use confidential information and trade secrets that have been made available to it by Ostsee-Molkerei Wismar only use it to fulfill its obligations under the concluded contract, only give it to employees who are obliged to maintain confidentiality and have a need-to-know, and not pass it on to third parties, unless they (i) were already publicly known at the time of disclosure or have become so thereafter, (ii) are disclosed to Customer by a third party without Supplier breaching any confidentiality obligation, (iii) were already in Customer's possession or known to it at the time of disclosure, or (iv) were developed by Customer independently of access to the trade secrets. If those obligations are breached, Ostsee-Molkerei Wismar may demand immediate return of its information and trade secrets.

9.2 The trade secrets pursuant to sub-paragraph 9.1 shall include, in particular, Ostsee-Molkerei Wismar's internal procedures, the conditions of the contract concluded, documents and information received by Ostsee-Molkerei Wismar, personal data, recipes, procedural instructions, specifics of the development project including the systems used for this purpose, know-how, business relationships, business strategies, business plans, financial planning and personnel matters, the technical status, the construction and operation of the production facilities including descriptions, schedules, goals, construction drawings, plans, whereby it is irrelevant on which carrier medium they are embodied, whether they are marked as "confidential" or "secret", whether they have a special economic value from Customer's point of view or whether other technical or organisational measures are taken by Ostsee-Molkerei Wismar to protect confidentiality. Furthermore, Customer undertakes not to reverse engineer, decompile, disassemble or otherwise examine the composition and/or production of information of Ostsee-Molkerei Wismar which is subject to secrecy, unless this is necessary for the delivery and Ostsee-Molkerei Wismar has expressly agreed

to this in writing in advance. Upon Ostsee-Molkerei Wismar's request to do so, Customer shall immediately return all documents and information to Ostsee-Molkerei Wismar and/ or delete all confidential information from any data carriers, and to destroy all compilations, memoranda, analyses, reports or other physical and electronic documents that relate in whole or in part to confidential information, immediately, at the latest within 30 days of termination of the contract or upon termination of the Project - unless this conflicts with legal or professional duties to retain such information. Electronically stored confidential information is destroyed by completely and irrevocably deleting the files or irretrievably destroying the data carrier. In the case of confidential information stored electronically, complete and irrevocable deletion means that the confidential information is deleted in such a way that any access to this information becomes impossible, whereby special deletion methods (e.g. "wiping") are to be used that meet the recognized standards (e.g. standards of the German Federal Office for Information Security).

The obligation to return/destroy does not apply to (i) computer backups or archive copies of confidential information generated automatically as part of the Customer's usual data backup, provided that these copies are no longer accessible to regular users and are not used for any purpose other than for backup of the data or archiving and for (ii) confidential information that must be kept for evidence or verification purposes or to fulfill statutory archiving and storage obligations. (iii) confidential information which is economically or technically impossible to return or destroy, for which the burden of proof is on the Customer, provided, however, that confidential information and/or copies thereof retained pursuant to (i) (ii) and (iii) of this paragraph the terms of section 9.1 shall apply, but with an indefinite obligation of confidentiality.

Customer shall confirm the complete return/ destruction in writing upon Ostsee-Molkerei Wismar's request.

9.3 After termination of the contract, Customer shall not be permitted to use the confidential information or trade secrets to acquire, manufacture or have manufactured competitive products. This applies to every direct and indirect activity. A "competing product" means any product that corresponds to or is comparable with the goods in the order.

9.4 Customer shall pay a contractual penalty to Ostsee-Molkerei Wismar in each case of a breach of the obligations referred to in sub-paragraphs 9.1 to 9.3, unless it is not responsible for the breach. The amount of the contractual penalty depends on the severity and consequences of the breach. It shall be determined by Ostsee-Molkerei Wismar in each individual case at its reasonable discretion and, in the event of a dispute, shall be reviewed by the competent court as to its appropriateness. This shall not affect the assertion of a claim for damages exceeding the contractual penalty on account of the breach; the contractual penalty shall be offset against any claims for damages.

9.5 Only with Ostsee-Molkerei Wismar's prior written consent may Customer advertise the business relationship, in individual cases. The scope of such advertising measures shall be jointly agreed in writing.

9.6 Confidential information of Ostsee-Molkerei Wismar may not be used in artificial intelligence applications without the express consent of Ostsee-Molkerei Wismar.

10. Intellectual/ Industrial Property Rights

- 10.1 Customer acknowledges that the goods as well as all drawings, documents, data, information and/or documentation provided to the Customer by Ostsee-Molkerei Wismar in connection with the fulfillment of the contract are valuable technical know-how and are at least partially covered by copyrights and patents and/or other intellectual or industrial property rights such as trade secrets are protected.
- 10.2 Customer is not entitled to modify the goods or their packaging, product description, or instructions for use if they resell the products unchanged.
- 10.3 All intellectual or industrial property rights to work results created by Ostsee-Molkerei Wismar in connection with the goods and the information provided remain the property of Ostsee-Molkerei Wismar. Unless otherwise stipulated in the contract, Customer is granted a non-exclusive right to use goods and other documents (only) for the limited purpose of using the product in accordance with the contract. Any other type of use requires the prior written consent of Ostsee-Molkerei Wismar. In particular, any use of documents or materials for the production of goods with the same or similar properties is not permitted.

11. IT-Security

If third-party components are used in its IT infrastructure, Customer undertakes to provide security updates and to take its own measures to ensure cybersecurity in accordance with the current state of the art. Furthermore, Customer shall notify Ostsee-Molkerei Wismar immediately, first by email to informationssicherheit@meggle.com and then by telephone, of any security-relevant incidents or security breaches in the area of Customer's IT and any third parties that could affect the contractual relationship with Ostsee-Molkerei Wismar.

12. Place of Jurisdiction, Place of Performance, Foreign Trade Regulations, Applicable Law

- 12.1 If the Customer is a "merchant", the place of jurisdiction for any disputes arising directly or indirectly from the contractual relationship from the contractual relationship shall, to the extent permitted by law, be the court at the registered office of Ostsee-Molkerei Wismar. The same shall apply if the Customer does not have a general place of jurisdiction in Germany. However, Ostsee-Molkerei Wismar shall be entitled to sue the Customer at another legal venue. The above provisions shall have no bearing on the regulations governing the exclusive jurisdiction of certain institutions.
- 12.2 Unless otherwise indicated in the order confirmation, the place of performance shall be Ostsee-Molkerei Wismar's place of business. The Customer must transfer money to Ostsee-Molkerei Wismar's place of business at its own risk and expense.
- 12.3 The performance of the contract shall be subject to the proviso that no obstacles are posed by German, or other mandatory national, EU or other international foreign trade regulations, embargoes or other sanctions. Customer acknowledges that the goods may be subject to export restrictions and that the Customer will comply with all applicable laws and regulations.
- 12.4 The contract shall be subject to the laws of the Federal Republic of Germany to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).