

Wintershall Dea Conditions of Purchase Marketing Services, Trade Fairs and Events

May 2019



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1. General

1.1 These conditions of purchase form an integral part of contracts on the provision of marketing services (by Full Service Agencies) and organization of trade fairs and events between the service provider, respectively, (hereinafter "Contractor") and Wintershall Dea GmbH or its affiliated companies¹ located in Germany, respectively, (hereinafter "Principal"). If and to the extent that the Contractor has acknowledged these general conditions of purchase, they shall also apply to future contracts with the Contractor.

1.2 General terms of business of the Contractor shall only apply if and insofar as the Principal has explicitly accepted them in writing. Any references of the Principal to correspondence from the Contractor containing or referring to the Contractor's general terms of business shall not constitute the Principal's acceptance of the applicability to this contract of such general terms of business. The Contractor's general terms of business shall also not apply if the Principal should accept any services in the knowledge that the Contractor has purported to deliver them on general terms of business of the Contractor that deviate from or are in conflict with these general conditions of purchase.

2. Offer

2.1 Offers and price quotes shall not be remunerated and shall not create any obligations on the part of the Principal.

2.2 In its offer the Contractor shall explicitly expose any discrepancies between its offer and the Principal's inquiry. If the Contractor has alternatives for an inquiry which is functionally or economically superior it shall additionally present this offer to the Principal. These deviating or additional positions are to be disclosed with separate prices. The conditions of the offer shall apply to the location as specified in the inquiry and shall be based on the assumption that Contractor's employees or agents from the nearest headquarters (local team composition) are used. If another team composition is deemed necessary by the Contractor the additional costs incurred shall be borne by the Contractor.

2.3 Insofar as not explicitly agreed otherwise the Principal shall have no purchase obligation with regard to possible total quantities / contingents defined in the contract.

3. Obligations to Provide Assistance and Materials, Independence

3.1 The Contractor shall specify expressly and finally in its offer any necessity of the Principal to provide assistance and materials. Apart from the obligations to provide assistance and materials, explicitly stipulated in individual contracts, the Contractor can only request further obligations to provided assistance or materials from the Principal insofar as these are necessary for the proper provision of the contractual service and are deemed reasonable for the Principal in particular by taking into consideration the interests of the company as well as the required time and financial expenses. The Principal can satisfy the obligations to provide assistance and materials, for which it is responsible, itself or by third parties. The Contractor shall inform the Principal in time about the type, scope, time and other details of the assistance and material provision service, which was to be provided by the Principal, unless the respective details can be derived from the order. The Contractor can only refer to a non-fulfillment of an obligation to provide assistance and materials by the Principal if it has set the Principal a reasonable final deadline in writing and informed it about the legal and actual consequences of the non-fulfillment.

3.2 The Contractor will act solely as an independent service provider and nothing contained in the contract will at any time be construed to create the relationship of employer and employee, principal and agent, partners or joint ventures between Principal and the Contractor or Principal and the Contractor's representatives, employees, personnel, partners or agents.

4. Deadlines and Partial Provision of Services

4.1 The Contractor must comply with the agreed dates of delivery or dates of provision of services, respectively. Advance provision of services or partial deliveries / partial provision of services require the Principal's prior written agreement.

4.2 If the Contractor recognizes that it will not be able to fulfill its contractual obligations either in full or in part, or not within the stipulated timeframe, it must notify this to the Principal in writing forthwith. The notice must state both the reason(s) for the delay and the predicted delay in delivery time. Any acceptance by the Principal of a delayed or partial provision of services shall by no means constitute a waiver of any rights or claims of the Principal due to late or partial provision of services.

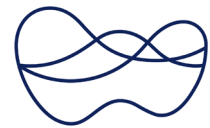
4.3 If any documents are being prepared by the Principal to enable the Contractor to carry out the order, it is the responsibility of the Contractor to request these documents in due time.

5. Sustainability, Business Ethics

5.1 The Principal conducts its business in accordance with the principle of sustainable development and adheres to internationally recognized fundamental standards for occupational health and safety, environmental protection, labor and human rights as well as responsible corporate governance (hereinafter "ESG Standards"). The Principal has described its understanding of the ESG Standards in the Supplier Code of Conduct (<https://wintershalldea.com/en/procurement>). The Principal expects the Contractor to adhere to the ESG Standards. Furthermore, the Principal calls upon the Contractor to ensure that all its subcontractors of any tier adhere to the ESG Standards likewise. The Principal shall have the right to check adherence to the ESG Standards, either itself or through third parties that the Principal commissions, with prior notice.

5.2 The Contractor undertakes not to use any illegal or unethical methods in order to gather or to obtain any information or data for the purpose of the services. In particular, the Contractor agrees to fully comply with all applicable laws, regulations and administrative orders as well as the SCIP (Strategic and Competitive Intelligence Professionals) Code of Ethics for CI Professionals (available at <http://www.scip.org>). If it is explicitly agreed and understood that the Contractor shall for the specific purpose of the respective purchase order refrain from conducting any interview (either directly or indirectly) with active or formerly active employees, officers, directors or members of the management of any direct or indirect competitor of Principal as well as customers, suppliers or service providers of any of the competitors in order to obtain or gather information or data that can be construed as a trade secret (e.g. within the meaning of § 17 UWG). For the avoidance of doubt, the foregoing provision shall not ban the Contractor from speaking, interviewing and communicating with active or formerly active employees, officers, directors or members of the management of any direct or indirect competitor of Principal and third parties about general topics relating to or in connection with the Project (e.g. general market trends). In addition, the Contractor shall be free to use for the purpose of the Project information and data that have been disclosed by third parties or directly or indirectly competitors to

¹ Except for Wintershall Dea Deutschland AG and its affiliated companies.



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the Contractor unrelated to any part of the Project provided that such third party or competitor is not, to the best knowledge of Contractor, bound by any confidentiality obligation or any other obligation of secrecy with respect to such information.

5.3 While performing the contract, the Contractor must adhere to the occupational health and safety and environmental protection requirements as specified in the Principal's purchase order.

6. Performance of Services and Quality

6.1 The Contractor shall provide the services in accordance with the contract and with utmost care.

The Contractor warrants that employees and agents deployed by it meet the requirements and qualifications necessary to perform the services. Upon Principal's request the Contractor shall prove that such employees and agents fulfil the requirements set forth in the respective contract by submitting the relevant qualifications to Contractor. The Principal reserves the right to make the deployment of the employees or agents dependent on the results of a qualifying examination to be conducted by the Principal. The occupational promotion of employees during the term of the contract, shall not entitle Contractor to increase in the daily rates.

6.2 The Contractor shall carry out and maintain effective quality assurance and, if requested, demonstrate this to the Principal. To this end, the Contractor shall use a quality assurance system with elements as per ISO 9000 ff. or a similar system of equivalent standard. The Principal shall have the right to inspect the Contractor's quality assurance system with prior notice, either itself or through third parties commissioned by the Principal.

6.3 Any changes to the services to be provided require the prior written consent of the Principal.

7. Testing and Inspection before and in the Course of Contract Fulfillment, Working Hours

7.1 The Principal shall be entitled to carry out any inspections at any time during the performance of the contract by the Contractor. Such inspections shall not constitute a waiver of any contractual or legal rights of the Principal.

7.2 With regard to the working hours, statutory provisions apply. The application of a daily rate always assumes the Contractor's employee will work a minimum of eight (8) hours, whereby statutory break periods will have to be met and subtracted. Any overtime is included in the daily rate.

8. Use of Subcontractors

Third parties (in particular any subcontractors) may only be employed or replaced by the Contractor with the Principal's prior written consent. If the Contractor intends to use subcontractors to perform the contract from the outset, the Contractor must inform the Principal of this when submitting its offer.

9. Statutory Minimum Wages Act (MiLoG), Employee Assignment Law (AEntG), Prohibition on Illegal Employment

9.1 The Contractor must ensure that the employees used by the Contractor or its subcontractors or personnel service providers to perform contracts with the Principal receive the minimum wage as per the German Minimum Wages Act (MiLoG) or, if the services to be provided are subject to the scope of the Employee Assignment Law (AEntG), the respectively required industry minimum wage. The Contractor must also ensure that binding obligations to pay contributions to social security carriers, employers' liability insurance associations and other institutions such as the joint institutions of the collective bargaining agreement parties named in section 8 AEntG are fulfilled.

9.2 When choosing subcontractors or personnel service providers, the Contractor shall check fulfillment of the preliminary conditions as per Clause 9.1 and require them to provide written

confirmation of compliance. Furthermore, the Contractor shall obtain written assurance from these parties that they will require other subcontractors or personnel service providers as may be engaged to comply with the requirements.

9.3 The Contractor shall indemnify the Principal against justified claims any employee of the Contractor or any employee of a subcontractor, regardless of level, or of a personnel service provider used has brought forward towards the Principal as the guarantor of payment of the statutory minimum wage or industry minimum wage, or claims by one of the institutions of the collective bargaining agreement parties named in section 8 AEntG for the provision of payments.

9.4 The Principal is entitled to terminate the contract with the Contractor without notice if and when the Principal is justifiably made liable as guarantor according to MiLoG or AEntG.

9.5 Moreover, the Contractor shall accept liability vis-à-vis the Principal for any damage that may be suffered by the Principal through culpable failure to meet the obligations as per Clauses 9.1 and 9.2.

9.6 Illegal employment of all kinds is prohibited.

10. Travel costs, travel time

10.1 Travel to anywhere other than the individual location (project or venue) mentioned in the contract (purchase order or call-off) requires the prior written consent of the Principal. The Contractor shall select the most economical solution considering time and cost and provide evidence of this upon request by the Principal. Travel expenses shall be shown separately in all bills. Upon request by the Principal, the Contractor shall submit relevant documents as proof.

10.2 Reimbursable travel expenses of the Contractor to locations of the Principal include:

– Transportation costs:

Own vehicle of the Contractor: a flat rate according to R 9.5 LStR German Wage Tax Policies (e.g. car EUR 0.30)

Public Transportation: Second class: effective costs according to receipt

Rental car, taxi: effective costs according to receipt

Airplane: (Economy) except intercontinental (business): effective costs according to receipt

– Overnight accommodation costs on site: maximum of EUR 150 plus VAT per night (purely lodging): effective costs according to receipt

– Ancillary travel expenses: Luggage storage, parking fees: effective costs according to receipt

10.3 The above travel expenses provided in clause 10.2 shall not apply if

– Principal and Contractor have made different arrangements in writing (e.g. travel expenses included in the hourly rate) or

– The distance between the Contractor's company headquarters (postal address) and the defined place of activity is less than fifty-one (51) km. For longer distances, no reimbursement is made for transportation costs pertaining to the first fifty (50) kilometers, provided the Contractor's own vehicles are used.

No refund shall be made for

– Costs for meals or job-related telephone calls

– Costs for translation services or supplies and materials (if these are required, there should be listed separately in the offer)

10.4 Travel times to a specific place of activity and within each continent are not remunerated separately as working time. Intercontinental travel with an effective travel time of more than four (4) hours may be remunerated and invoiced as working time, if this has been previously expressly agreed between Principal and Contractor, up to fifty percent (50 %) of the agreed daily rate per category (e.g. seniority level).



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11. Infringing Property Rights

It is the Contractor's responsibility to ensure that the provision of the services and the use thereof by the Principal pursuant to the contract will not infringe any patent laws, copyright or other proprietary rights of third parties. Notwithstanding other legal claims, the Contractor shall indemnify the Principal from any third party claims for which the Principal may be held liable as a result of the infringement of any of the aforementioned property rights if these are based on a culpable violation of obligations by the Contractor. In this case, the Contractor shall bear the cost of any licensing fees, expenses and fees incurred by the Principal in preventing and / or rectifying any infringements of property rights.

12. Contract Penalty

If a contract penalty has been agreed upon and is incurred, the Principal is entitled to claim such penalty until the final payment is due without requiring a reservation pursuant to section 341 paragraph 3 of the German Civil Code ("BGB").

13. General Liability, Insurance

13.1 Unless otherwise established in these purchasing conditions, the Contractor shall be liable as per the statutory provisions.

13.2 The Contractor shall maintain sufficient liability insurance at its own expense for damage for which it or its subcontractors or agents for which it is vicariously liable are responsible. Evidence of the amount of insurance coverage for each occurrence of damage shall be provided to the Principal upon request. The Contractor's contractual and legal liability remains unaffected by the extent and amount of its insurance coverage.

13.3 Any outstanding insurance requirement when traveling rests upon the Contractor.

14. Invoicing, Payment

14.1 The agreed prices are net of any applicable value-added tax. Invoices are to be issued for services provided. These invoices shall comply with the relevant statutory invoicing requirements according to the national value-added tax legislations to which the services being invoiced are subject. If self-billing (evaluated receipt settlement) is agreed, the Contractor must transfer to the Principal all data required as per the applicable value-added tax legislation specified in advance.

14.2 The Contractor must provide a separate, auditable invoice for each purchase order, which must include all of the legally required information under German law. The invoice must include the Principal's full order number and, if applicable, the Contractor's delivery note number. Certificates of work completed and any other records are to be submitted with the invoice. Invoices must correspond to the information in the purchase order in respect of the goods described, price, quantity, the order of the items and item numbers. Invoices are to be sent to the billing address specified by the Principal in the purchase order.

14.3 Unless agreed otherwise, the payment period shall commence as soon as an invoice that meets the applicable value-added tax requirements has been received at the billing address. In the case of self-billing, the payment period commences the day the credit memo is issued. Payment will be made subject to determination of contractual compliance and completeness for the service provided.

14.4 Payment by the Principal shall not be an indication of acceptance of conditions or prices, and shall not constitute a waiver of the Principal's with regard to services provided that differed from those as agreed upon, the Principal's rights to inspection, and the right to find fault with an invoice due to other reasons.

14.5 If the Principal pays license fees to foreign Contractors, the Principal is obliged to withhold taxes pursuant to section 50a German Income Tax Law. The Principal can only abstain from deducting or reduce the withholding tax if the Contractor provides the Principal with a valid exemption certificate pursuant to section 50d German Income Tax Law.

15. Assignment of Contract, Transfer, Change of Company Name, Offsetting, Retention

15.1 The Contractor may assign the rights and obligations under the contract with the Principal to third parties only with the prior written consent of the Principal.

15.2 The Contractor is required to notify the Principal forthwith in writing of any assignment of the contract by virtue of law and of any change of its trade name.

15.3 The Principal may assign the rights and obligations under the contract with the Contractor to BASF SE, Ludwigshafen (Rhine) or to any affiliated company pursuant to section 15 of the German Stock Corporation Act at any time without the Contractor's prior agreement.

15.4 The Contractor is only permitted to offset claims that are undisputed or substantiated by court judgement. The Contractor is only entitled to a right of retention if the claim, due to which the right of retention shall be deemed valid, has its origins in the same contractual relationship.

16. Termination, Rescission

16.1 Unless the contrary has been agreed upon between the parties, the Principal may terminate the contract in whole or in part with a notice period of one (1) month to the end of the month without giving any reason. Principal may terminate contracts (call-off, single order, framework agreement) concerning the provision of services at any time up to the completion of the relevant service.

16.2 The Contract may be terminated without notice for good cause. Grounds for good cause shall, in particular but without limitation, include:

- A serious breach of duty by the Contractor which is not remedied within a reasonable period of time stipulated by the Principal after the written complaint is received; or
- a considerable deterioration of a party's financial situation which threatens to impact such party's ability to perform its obligations under the contract and / or to discharge of its tax and / or social liabilities; or
- the service is or will be either entirely or partly impermissible due to legal or official regulations.

All further statutory rights of the Principal to ordinary or extraordinary terminate or rescind the contract shall remain unaffected by this provision.

16.3 In case the contract is terminated, the Contractor shall immediately furnish the Principal forthwith the models, samples, drawings, data, materials and other documents prepared for the Principal in executing the contract and grant to him the rights of use thereto as stated in paragraph 17.

16.4 In case the contract is terminated, the Principal will inform the Contractor if and to what extent services not yet completed shall be completed by Contractor. The terms and conditions of the respective contract shall apply to the completion of such outstanding services.

16.5 In case the contract is terminated, the Principal shall compensate Contractor equitably the prorated remuneration for the part of the services actually performed up to the date of termination and documented and proven by Contractor to be in accordance with the contract.

In case the contract is terminated due to a significant breach of the Contractor's duty, the Contractor shall be entitled to payment only in respect of the actual value of that proportion of the service

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performed by Contractor up to termination of the contract and to the extent that such proportion is of benefit to the Principal. In the event the contract is terminated in accordance with this Section 16, Contractor shall not be entitled to any other payment, compensation for damages or reimbursement of expenses.

16.6 The cancellation or other termination of the contract shall not affect the rights of the Principal according to Section 11 (IPR infringement), Section 17 (Rights of Use), Section 18 (Documents, Confidentiality) and Sections 19.3 and 19.4.

17. Rights of Use

17.1 Rights to Use Work Results

The Contractor shall grant to Principal the royalty-free, perpetual, freely transferable, irrevocable and sub-licensable right unrestricted in terms of territory, quantity and time, to use all contractually stipulated services, in particular graphics, photographs, film footage, concepts, operations and system descriptions, data files, software, calculations and other documents related to the contract in all known media formats including electronic media, Internet and online media saved to all imaging, audio and data storage devices. This information may have either been prepared by the Contractor itself or by third parties (hereinafter "Work Results").

In particular, the Principal shall have the right to exploit, duplicate and distribute such Work Results in whole or in part as well as to modify them, revise them, or have the aforementioned activities carried out by third parties. The Principal shall also have the right to grant third parties the same complete rights to use such Work Results in whole or in part inclusive of any intermediate changes and / or revisions. The Contractor shall grant the Principal the right of use for Work Results of the aforementioned scope including for all types of use whatsoever whether or not known at the time of Contract award; the applicable legal regulations shall apply in this regard.

17.2 Rights to Use Individual Work Results

For work results, which have been prepared either by the Contractor itself or by third parties for the exclusive use of the Principal (hereinafter "Individual Work Results"), Contractor shall grant to Principal the rights set forth in Section 17.1 on an exclusive basis.

17.3 Rights to Use Contractor's Standard Material

For the methods, tools, programs and other materials that the Contractor customarily uses (hereinafter "Standard Material") and which are integrated into the Work Results or Individual Work Results, the Contractor shall grant to the Principal a non-exclusive right of use to the extent described in Section 17.1. An independent, isolated transfer of Standard Material is not allowed.

Contractor shall be entitled to continue to use such Standard Material at its own discretion. Contractor shall be entitled to use and modify the Standard Material for all purposes, in particular for other customers, unless such use constitutes a breach of the confidentiality obligation stipulated in Section 18 or in the contract.

The Contractor may apply or integrate the Standard Material in the Individual Work Results only with the prior written consent of the Principal.

18. Documents, Confidentiality

18.1 The Contractor must provide to the Principal the agreed quantity of any plans, calculations or other documents in order not to exceed the contractual deadline for execution.

18.2 The review of any documents by the Principal shall not relieve the Contractor of any of its responsibilities under the contract.

18.3 Any models, samples, drawings, data, materials and other documents provided to the Contractor by the Principal (hereinafter "Principal Documentation") shall remain the property of the Principal and must be returned to the Principal forthwith upon its request at any point in time. The Contractor shall have no rights to retain any Principal Documentation. The Contractor must observe the proprietary rights of the Principal in and to all Principal Documentation.

18.4 Subject to regulatory, statutory, and/or judicial disclosure obligations the Contractor is obliged to keep confidential all technical, scientific, commercial and other information obtained either directly or indirectly within the scope of the contract, in particular the information given in Principal Documentation, Work Results and Individual Work Results (hereinafter "Confidential Information"). The Contractor may not exploit Confidential Information for commercial purposes, make it the object of industrial property rights, pass it on or make it accessible to third parties in any way. The Contractor will make this Confidential Information available only to those employees who absolutely need the Confidential Information to accomplish the purposes of the contract and who are contractually or otherwise obligated to keep it confidential in a way no less strict than the terms of this section and also during the time after having left the company of the Contractor.

The Contractor is entitled to share confidential information with subcontractors approved by the Principal if the subcontractor requires this information in order to fulfill the contract.

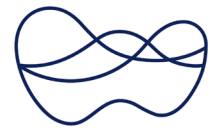
The Contractor shall specifically undertake all required, appropriate precautions and measures to effectively protect the Confidential Information obtained at all times against loss or against unauthorized access. This includes in particular the creation and maintenance of appropriate, required access and entry precautions for facilities, repositories, IT systems, data storage devices and other information storage devices, especially those which contain Confidential Information. This also includes informing and instructing those people who are granted access to Confidential Information pursuant to this clause. The Contractor is required to promptly notify the Principal in writing in the event that Confidential Information is lost and / or accessed by unauthorized parties.

This confidentiality requirement shall not include any information that the Contractor lawfully possessed prior to the Principal's disclosure of such information, or is lawfully known to the public, or has been lawfully obtained from a third party. Also excluded from this confidentiality requirement shall be information that is disclosed to persons subject to a legal obligation to confidentiality, whereas the Contractor shall not release such a person from its obligation to confidentiality. The burden of proof for such an exception lies with the Contractor.

Confidential Information may not be used for any purpose other than fulfilling the contract. The aforementioned confidentiality obligation shall continue to apply for a period of ten (10) years after the contract has ended.

18.5 In case the contract is terminated, for whatever legal reason, the Contractor shall return immediately to the Principal all Confidential Information, including all copies made thereof as well as any records that reflect the contents of the Confidential Information. If, insofar and only for so long as required by law or applicable mandatory professional regulations, Contractor is entitled to keep one set of copies of Confidential Information, provided that Contractor undertakes all necessary measures to keep such copy confidential. Upon the expiry of such a requirement, Contractor shall return such documents automatically to Principal.

18.6 Any obligations to preserve the confidentiality of commercially sensitive information pursuant to the Energy



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Industry Act and the duty to disclose non-discriminating information that may be commercially advantageous pursuant to the Energy Industry Act shall not be affected by the aforementioned requirements.

18.7 In case the Contractor, in the course of the performance of the respective contract, receives from the Principal or otherwise obtains personal data related to employees of Principal (hereinafter referred to as "Personal Data") the following provisions shall apply.

If processing of Personal Data disclosed in the aforementioned manner is not carried out on behalf of the Principal, Contractor shall only be entitled to process Personal Data for the performance of the respective contract. Contractor shall not, except as permitted by applicable laws, process Personal Data otherwise, in particular disclose Personal Data to third parties and/or analyze such data for its own purposes and/or form a profile.

If and to the extent permitted by applicable laws, Contractor is entitled to further process the Personal Data, in particular to transmit Personal Data to its affiliated companies for the purpose of performing the respective contract. Contractor shall ensure that Personal Data is only accessible by its employees, if and to the extent such employees require access for the performance of the respective contract (need-to-know-principle). Contractor shall structure its internal organization in a way that ensures compliance with the requirements of data protection laws. In particular, Contractor shall take technical and organizational measures to ensure a level of security appropriate to the risk of misuse and loss of Personal Data.

Contractor will not acquire ownership of or other proprietary rights to the Personal Data and is obliged, according to applicable laws, to rectify, erase and/or restrict the processing of the Personal Data. Any right of retention of Contractor with regards to Personal Data shall be excluded.

In addition to its statutory obligations, Contractor shall inform Principal in case of a Personal Data breach, in particular in case of loss, without undue delay, however not later than 24 hours after having become aware of it. Upon termination or expiration of the respective contract Contractor shall, according to applicable laws, erase the Personal Data including any and all copies thereof.

19. Publicity Ban, Severability Clause, Applicable Law, Place of Jurisdiction

19.1 The Contractor may only refer to or publicly disclose otherwise its business relationship with the Principal with the prior written consent of the Principal.

19.2 The invalidity or unenforceability of any provision or part of a provision of the contract shall not affect the validity of the entire contract.

19.3 The contract shall be construed and be subject to the substantive laws of the Federal Republic of Germany with the exclusion of (i) the United Nations Convention on Contracts for the International Sale of Goods ("CISG") dated 11 April 1980 and (ii) the applicable law rules in Germany on the conflict-of-laws.

19.4 At the Principal's option the place of jurisdiction shall be either the court competent for the Principal's registered office or the court competent according to the applicable law.