

## DAIMLER TRUCK POLSKA SP. Z O.O. GENERAL TERMS OF PURCHASE

### 1. General provisions

1. These general terms of purchase (the "Terms") apply to the cooperation between the Contractor (the "Contractor") and DAIMLER TRUCK POLSKA SP. Z O.O., with its registered office in Warsaw ("DTP"), subject to changes stemming from explicit arrangements or any additional terms and conditions that may be accepted by both Parties in writing.
2. These Terms involve the purchase of the goods and services specified in an agreement signed by authorized persons, which must be made in writing, as otherwise it shall be null and void. Oral arrangements made after the conclusion of the agreement will only be effective if they are confirmed by the Parties in writing. Whenever these Terms refer to arrangements by the Parties in writing or about the written form, this shall mean written form as otherwise the arrangements shall be null and void, unless the Parties have expressly agreed otherwise.
3. An agreement may be concluded by way of:

- a) DTP submitting a written order to the Contractor. The Contractor is obliged to notify DTP in writing about the non-acceptance of an order submitted by DTP within 5 (five) days from the date when it receives it. If the Contractor fails to notify DTP in writing about the non-acceptance of the order submitted by DTP within the above time limit, the Contractor will be deemed to have accepted the order.

An order may only be accepted for execution in its entirety, without any alterations or provisos. The amendment, removal, or supplementing of any provision of an order will be deemed to constitute an offer submitted by the Contractor. Any amendments to an order will require explicit written confirmation by both Parties.

- b) DTP accepting a written offer submitted by the Contractor.

If DTP fails to submit a written declaration to the Contractor accepting its offer within 14 days from receiving it (or within a shorter time limit if such a time a limit is provided for in the offer), it will be deemed to have rejected it.

- c) the Parties signing a document containing a mutual declaration of will.

4. The orders and offers referred to in these Terms constitute an offer within the meaning of the Polish Civil Code.
5. If there are any discrepancies between the provisions of the agreement and the provisions of these Terms, contractual provisions shall have the priority.

### 2. Terms and conditions for delivering goods / providing services

1. The place of rendering the performance is the place specified in the agreement.
2. The date of delivering the goods / providing the service specified in the agreement is a binding date and it may only be changed with the written consent of DTP. If a delay may occur, immediately notify DTP thereof. If there is a delay in

the delivery of the goods / provision of the service, DTP will be entitled to withdraw from the agreement within 30 days of the expiry of the agreed date for delivery of the goods / provision of the service and demand reimbursement for the costs it has incurred, as well as to pursue damages on general terms.

3. The delivery of goods with the Contractor retaining the ownership title will not be permitted unless DTP agrees to it in writing.
4. The costs and risk of accidental loss, damage or destruction of the goods will be transferred to DTP upon their delivery and acceptance by DTP.
5. In the invoice for the goods delivered / services provided, the Contractor must specify the number of the order received from DTP in the working mode. If it fails to do so, DTP may deem the goods / services specified in the invoice as not ordered, and refuse to accept the goods or suspend payment until the Contractor has documented the basis for delivering the goods / providing the service (e.g. by producing the agreement).
6. If, in relation to the execution of the object of this Agreement, there is a need for entering the DTP plant and/or access to DTP IT systems, the Contractor may only delegate to do so exclusively the persons granted access to the plant or access rights by DTP. Appointing persons banned by DTP from entering to the plant or accessing IT systems shall be prohibited.
7. The Contractor shall not have the right to withhold, unless its claims are indisputable or have been legally confirmed.
8. The Contractor may offset its claims exclusively against such DTP claims that are indisputable or have been legally confirmed.

### 3. Assignment of claims

The Contractor may not assign its claims or commission third parties to pursue them without the prior written consent of DTP. Article 509 of the Polish Civil Code will apply as it relates to contractual provisions prohibiting changes of creditor.

### 4. Confidentiality and data protection

1. The Contractor undertakes to treat as confidential any information disclosed to it by DTP, including business secrets within the meaning of the Act on Combating Unfair Competition of 16 April 1993. Confidential information within the meaning of this clause will be deemed to mean, in particular, any knowledge, data or information disclosed to or obtained by the Contractor in connection with the performance of the agreement, unless it is publicly known or has been made public by DTP. The Parties will not publicly disclose, for advertising purposes, the fact that they are engaging in commercial cooperation without the prior written consent of the other Party. Any drawings, models, templates, samples etc. or confidential information with which DTP entrusts the Contractor or for which DTP pays will be proprietary to DTP. They must not be made available to third parties or used for any purposes other than effecting deliveries to third parties with the prior written consent of

DTP. The Contractor will impose similar obligations on its subcontractors.

- Using the cutting-edge technology, the Contractor undertakes to do everything possible to immediately and effectively protect all information and data received from DTP against access by unauthorized third parties, and in particular to secure it against misappropriation, loss, manipulation, damage or any duplication. If the Contractor has reasons to suspect that unauthorized third parties have obtained knowledge of the information and data, it must inform DTP immediately and, in consultation with DTP, take all measures necessary to establish the facts and, if necessary, prevent future third-party access.
- If the Contractor stores, works on or processes the information and data in its data processing systems, the Contractor shall ensure that unauthorized third parties cannot access this data. Furthermore, provisions of Appendix 2 to these Terms shall apply. The Contractor undertakes, upon completion of the assignment, to return all information, data, documents and storage media received to DTP. The Contractor shall also remove all data and information from its data processing equipment, and shall either return all copies of the data and storage media to DTP or destroy the copies in such a way that they cannot be reconstituted; the choice shall be DTP's. The overwriting of data is also considered as destruction of data. At the request of DTP, the Contractor shall demonstrate that all materials have been destroyed or returned and shall confirm in writing that this has been done.
- The Contractor is under a duty to comply with all data protection provisions as amended from time to time.

## 5. *Force majeure*

In the event of any disruptions, in particular strikes, reductions of working hours, closures, interruptions of business activities, wars, fires, floods, epidemics, pandemics, changes in the law, or other events of *Force Majeure*, DTP will be released from its contractual obligations to accept goods or services and pay invoices for the duration of the disruptions and their consequences. If there is no supply of goods to DTP under the relevant contract, the mutual obligations of the Parties shall be suspended in the aforementioned cases of disruption until such disruption is over. The Parties will agree on an appropriate alternative date for delivery and payment. DTP will notify the Contractor of the above as soon as possible. In such case, the Contractor shall not be entitled to any claims against DTP, including damages.

## 6. Applicable rules and regulations

- The Contractor will comply with currently applicable technical rules, safety regulations, and the agreed technical specifications relating to the goods or services provided. If the services, including installation services, are to be provided at DTP's premises, the Contractor shall notify the coordinator appointed by DTP about the commencement and scope of the works and agree with the coordinator on how the works will be carried out. Therefore, the coordinator shall have the right to issue binding instructions to the Contractor and the persons used to perform the works. With respect to materials (raw materials, mixes) and items (e.g. products, parts, technical equipment, uncleaned multiple-use packaging) which, due to their specificity, may pose a threat to human life or health, or to the natural environment, or items covered, in line with legal regulations, by special procedures required for

their packaging, transport, storage, waste handling and disposal, the Contractor shall provide DTP with a complete EC MSDS chart according to Regulation (EC) No. 1907/2006 (REACH) in the currently applicable wording, as well as relevant procedure applicable in the event of an accident or failure during transport. If materials or the applicable legislation change, the Contractor shall supply updated MSDS sheets and information charts to DTP.

- The Contractor declares that it is acquainted with and abides by the regulations governing environmental protection and waste management, and holds all the applicable permits, concessions and plans required under those regulations. The Contractor undertakes to abide by the regulations and to care for the natural environment.
- DTP shall have the right to carry out inspections of the Contractor's premises regarding the subject of point 2 above.
- The Contractor shall be liable for any loss incurred by DTP or third parties as a result of improper performance of the obligation referred to in point 2 above.

## 7. The price and the date and terms of payment

- DTP will pay for the delivered goods and/or services in a cash-free form, i.e. by wire transfer into the Contractor's bank account stated in the invoice. The payment of the amount under the invoice shall occur provided that the Contractor has included the order number received from DTP in the invoice, and provided that the Contractor has submitted the following at the DTP's address: a) confirmation from the bank or statement signed by persons authorized to represent the Contractor which shall clearly indicate the Contractor is the holder of the bank account indicated in the invoice; and in case of the Contractor is a VAT tax payer b) written statement signed by persons authorized to represent the Contractor confirming that the bank account indicated in the invoice has been listed in the record of entities referred to in Article 96b(1) of the act of 11 March 2004 on VAT tax. In the event of a change to the bank account where payments are to be made, the Contractor must immediately submit to DTP new documents referred to above to confirm the circumstances stipulated in sub-points a) and b). Failure to include the data in the invoice, or failure to submit the documents referred to in this clause to DTP shall give the grounds for suspending the payment of the amount under the invoice until the information required by DTP and/or aforementioned documents have been submitted by the Contractor.
- The price specified in the agreement is the final price and includes all the costs, charges and taxes associated with the performance of the ordered service in its entirety / the delivery of the goods.
- Unless the Parties agree otherwise in writing, invoices will be sent at the address indicated in the agreement. The Parties permit digital invoice issue and sending them via e-mail provided that a written arrangement has been made with respect thereto. Unless the agreement concluded with the Contractor provides otherwise, DTP will pay for goods purchased and services provided within 30 calendar days from the date when a correct and substantiated invoice is issued. DTP declares that it is a large enterprise in the meaning of the act of 8 March 2013 on combating late payment in commercial transactions.
- Other payment terms with respect to supplied goods and services provided may only be established with the written consent of DTP.

5. The date of payment shall be deemed to be the date when DTP submits a wire transfer order.
6. Contractors who do not have their offices or board located on the territory of the Republic of Poland or who act as a branch of a foreign entrepreneur operating on the territory of the Republic of Poland shall be obliged to provide DTP with the following:
  - a) the original counterpart of a valid certificate of tax residency, valid for one year from the date of its issue or the date indicated in this certificate; and
  - b) the original counterpart of a written statement, in accordance with the template received from DTP, of the beneficiary owner and business activity, signed by persons authorized to represent the Contractor; and
  - c) documents confirming the authorization to represent the Contractor (in particular a copy of an extract from the Contractor's commercial register, pointing to the rules of the representation of the Contractor, and a copy of the power of attorney if the statement of the beneficiary owner was signed by persons other than those indicated in the commercial register).

If the aforementioned documents are not submitted to DTP before the payment deadline for services, DTP will, in accordance with applicable law, collect and pay withholding tax in the amount of 20% of the value of the service resulting from the settlement document issued by the Contractor. The amount of this tax will be withheld by DTP from the Contractor's remuneration and paid to the Polish tax office as withholding tax.

The Contractor is obliged to provide DTP, without a separate request, with a new certificate of tax residency before the end of expiry date in twelve months. The obligation to provide DTP with a new certificate of tax residency or a new version of the statement about the beneficiary owner of the payment shall also apply in the event of any change to these documents affecting of the contents thereof. If this obligation is violated, the provisions of the previous paragraph concerning the collection and payment of withholding tax shall apply.

## 8. Warranty, guarantee, and the Contractor's liability

1. DTP will be entitled to warranty for defects in the delivered goods or services as provided by the Polish Civil Code, unless the Contractor contractually extends the scope of its liability. Any limitations of liability under the warranty applied by the Contractor will not be applicable unless DTP agrees to such limitations in writing.
2. The Contractor will provide to DTP a guarantee of quality for the goods supplied and services provided covering a period of not less than two years from the date when they are handed over / provided, unless the Parties decide otherwise in writing. If the Contractor applies longer guarantee terms, they will be applicable. If DTP exercises its rights under the guarantee, the Contractor will be obliged to collect the defective goods from DTP and deliver the goods free of defects within five business days from the date when an appropriate demand is submitted by DTP. As part of its entitlements, DTP may commission third parties to eliminate defects in goods at the Contractor's expense, without issuing a separate request to eliminate defects.
3. If goods do not conform to the agreement, are unfit for the purposes that such goods usually serve, or are unfit for DTP's purposes (provided that those purposes have been communicated to the Contractor), DTP will be entitled, at its discretion, to return them or demand that they be replaced,

within a time limit set by it and without incurring any costs, with goods that comply with the agreement and are fit for their intended purposes.

4. With regard to periodic or continuous deliveries or services, DTP will be entitled to terminate the agreement at its discretion, either keeping to the notice periods for termination specified by DTP or with immediate effect if the quality of the supplied goods or services provided is unsatisfactory or deliveries or services are not effected on time. In such a case, DTP will be entitled to demand reimbursement for the costs it has incurred, as well as to pursue damages on general terms.
5. The Contractor will be liable for damage stemming from the improper performance of a service or the delivery of defective goods, as well as for provision of erroneous or incomplete information relating to the product use, unless DTP was aware of that defect or error, or could easily have found out about it.
6. DTP shall have the right to submit a complaint within one month from the date of becoming knowledgeable about a defect in goods/services or that goods are unfit for the purposes that they usually serve or for DTP's purposes communicated to the Contractor. Complaints may be submitted in writing, by fax, or by e-mail.
7. The Contractor shall ensure that the goods and services to be delivered are not in breach of any rights of third parties (in particular patent rights, utility model rights, copyrights, design rights, brand rights or other (intellectual) property rights. The Contractor will be liable for any third-party claims arising in connection with the performance of the agreement, in particular claims relating to a breach of intellectual property rights. The Contractor hereby indemnifies DTP against liability to this extent, and DTP accepts that indemnity. The Contractor undertakes to inform DTP without undue delay of any risks of infringement and alleged infringements that become known and to provide DTP with support for countering possible claims at no cost in an appropriate manner (e.g. during the investigation, analysis, assessment of documents, etc.).
8. DTP reserves the right to withhold payment for goods or services with regard to which it is pursuing the claims specified in this Clause 8.

## 9. Intellectual property

1. Unless the Parties have agreed otherwise in writing, the Contractor shall grant DTP a license authorizing DTP to use all works delivered within the framework of the agreement, in the meaning of the act of 4 February 1994 on copyright and similar rights.
2. The above licenses shall be granted on all fields of exploitation known upon the date of the agreement, for advertising or promotional purposes, including:
  - a) recording and multiplication of works or their fragments – manufacturing copies of carriers containing works or their fragments using any technique, including magnetic recording and digital technique, saving in computer memory, introduction in the computer network (Intranet) or the Internet, without limitations as to the number of units;
  - b) trading with the original and copies where works or their fragments have been recorded – marketing, lending, or rental of the original counterpart or copies;

- c) distribution of the works or their fragments other than stipulated above – public exhibition, playing, as well as broadcasting and re-broadcasting, also making the works or their fragments available to the public so that they can be accessed at any time and place.
3. If the Contractor is a producer of a video, namely the first recording of a film, the Contractor shall also grant DTP a license authorizing DTP to use the video to the following extent:
  - a) multiplication using any technique;
  - b) marketing;
  - c) copy rental and lending;
  - d) making the video available to the public so that they can be accessed at any time and place.
4. Each of the licenses granted by the Contractor shall be granted for indefinite term without territorial limitations. A license can be terminated under a five years' notice period, with the effect at the end of the calendar year.
5. A license shall be granted upon DTP's reception of the carrier with the recorded work to which the license refers.
6. DTP shall have the right to grant sub-licenses.
7. The Contractor declares it has an unlimited right not encumbered with third-party rights to all works covered with the license from the Contractor, which rights have been transferred onto DTP. The Contractor assures that, by granting the license and assigning the rights to the works, it does not in any way violate the applicable legal regulations or any rights or moral rights attributable to third parties.
8. The Contractor shall be fully liable to DTP if this declaration proves untrue, and commits to indemnify DTP against any liability to the extent covered by this declaration. In the event where any third parties pursue claims, also at court, as a result of violation of their rights, the Contractor commits to satisfy such claims and indemnify DTP against the duty to make payments related thereto, and to cover all the related costs, expenses, and losses incurred by DTP, and shall take over DTP's place in the dispute or proceeding.
9. The Contractor assures that authors of the works covered by the license granted by the Contractor to DTP, or rights to which have been transferred onto DTP, shall abstain from exercising any of their moral rights to such works.
10. If the works covered by the license granted by the Contractor contain an image or personal data of third parties, the Contractor shall obtain such person's consent to use the image or personal data according to the specimens received from DTP.
11. Remuneration for granting the license to the works has been included in the remuneration agreed by the Parties in the agreement. The Contractor shall not have the right to a separate remuneration for using the work in each separate field of exploitation. The remuneration stipulated in the agreement also includes remuneration for transfer of ownership where the work has been recorded onto DTP.

## 10. Technical documentation

If it is required by the type goods supplied / service provided, the Contractor will provide DTP with any instructions, descriptions, technical documentation and similar materials that are necessary to use the goods properly.

## 11. Insolvency

The Contractor must inform DTP promptly of impending or existing payment difficulties or where insolvency is possible or has been applied for. If DTP is not informed about possible insolvency or filing for insolvency announcement, or if the Contractor becomes insolvent or its ability to render the performance becomes doubtful in view of its financial standing, DTP will be entitled to terminate the agreement with the Contractor with immediate effect.

## 12. Compliance with the law

1. The provisions of this Clause 12 define the standards and criteria that Contractors of DTP, belonging to Daimler Truck AG capital group, must meet: adherence to internationally recognized human and employee rights, the prohibition of child labor and forced labor, observing and promoting ethical business conduct and adherence to legal standards and environmental rules, as well as preventive environmental protection as well as adherence to animal protection regulations. The sustainability rules are based on the Daimler Truck AG "Supplier Sustainability Standards" and on our "Corporate Social Responsibility Principles" applying throughout the company.

Moreover, they are based on the internationally accepted principles of the United Nations Global Compact (<http://www.unglobalcompact.org>) and the established minimum standards of the International Labor Organization of the UN (<http://www.ilo.org>).

2. Compliance with Laws and Respect for Human Rights 2.1.1. The parties agree to comply with all applicable laws, rules, regulations and product requirements affecting the parties' performance under the terms of the concluded agreement, carrying the force of law including, without limitation, those of their respective state of incorporation or principal place of business, and of the state of operations (collectively referred to as "Applicable Laws"). 2.1.2. Notwithstanding the above and any further provisions of the concluded agreement, the parties confirm that they have adequate procedures in place in order to comply with the Applicable Laws relating to antitrust, anti-corruption, anti-money laundering, sanctions and export control obligations, data protection, the prohibition of child and forced labor, labor rights, occupational health and safety, as well as environmental protection during the term of the parties' contractual relationship. 2.1.3. The parties agree to respect all internationally recognized human rights as expressed in the UN International Bill of Human Rights and the ILO's (International Labour Organization) fundamental conventions during the term of the parties' contractual relationship. 2.1.4. The parties shall ensure through the establishment, implementation, monitoring and active enforcement of pertinent policies, procedures and measures including, without limitation, the keeping of accurate books and records, that there is continuous and full compliance with all of the provisions in this article.

**The Contractor hereby enters into obligation to comply with the following standards:**

The following provisions define the standards and requirements on social responsibility, environmental protection and product compliance of DTP that DTP Contractors must meet: compliance

with internationally recognized human and labor rights, in particular the prohibition of child labor and forced labor, the handling of conflict minerals, compliance with environmental standards and guidelines, including precautionary environmental protection, as well as compliance with relevant product requirements and animal welfare regulations. The provisions are based on the DTP "Business Contractor Standards" and our company-wide "Declaration of Principles for Social Responsibility and Human Rights". They are also based on national laws and regulations, in particular the German Supply Chain Due Diligence Act of 16 July 2021 (LkSG), as well as international standards such as the International Bill of Human Rights, the 10 principles of the United Nations Global Compact (<http://www.unglobalcompact.org>), the United Nations Guiding Principles on Business and Human Rights (hereinafter referred to as "UN Guiding Principles", (OHCHR | Guiding Principles on Business and Human Rights: Implementing the United Nations "Protect, Respect and Remedy" Framework), the OECD Guidelines for Organization for Economic Co-operation and Development (OECD.org) and the core labor standards of the International Labor Organization (ILO, <http://www.ILO.org>).

The Contractor hereby agrees to comply with the following standards:

## 1. Standards on Human Rights and Good Working Conditions

### 1. Prevention of child labor

The Contractor is obliged to comply at least with the ILO Convention No. 138 on Minimum Age of Employment and No. 182 on the Prohibition of Worst Forms of Child Labor in its enterprise. In particular, the Contractor warrants for its enterprise that the products to be supplied are or were manufactured and processed without child labor within the meaning of ILO Conventions No. 138 and 182 and without violations of obligations arising from the implementation of these Conventions or any other applicable, national or international regulations combatting child labor.

### 2. Prohibition of forced labor and modern slavery

2.1 The Contractor assures for its enterprise that all its employer practices are at least in line with ILO Conventions No. 29 and No. 105. In particular, all employees must have the freedom to terminate the employment relationship subject to a reasonable period of notice. This shall also apply to the use of external workforce.

2.2 All forms of forced labor, in particular compulsory labor, debt bondage, human trafficking and any other form of modern slavery, as well as other forms of domination or oppression in the workplace, such as through extreme economic or sexual exploitation and humiliation, must be prohibited.

2.3 The Contractor may not restrict the freedom of movement of its employees by retaining ID documents or other measures against the will of the employees. Nor may any financial burden be imposed on employees by illegally withholding wages or imposing fees in the recruitment process.

### 3. Freedom of association, right to collective bargaining and the right to strike

The Contractor has to respect the right of its employees to establish or join organizations of their own choosing, to appoint a representation and be elected for such a representation. Employees must be able to communicate openly and regularly with the company management in employee representations about working conditions without having to fear reprisals in any form. Their organizations are free to operate in accordance with the applicable law of the place of employment. Depending on the law of the place of employment, this includes in particular the right to collective bargaining and the right to strike. In this regard, ILO Conventions No. 87 and No. 98 are relevant. When freedom of association and the right to collective bargaining are restricted by law, the Contractor must seek alternative ways to best respect the principles of ILO Conventions No. 87 and No. 98 in accordance with local laws.

### 4. Non-discrimination clause

Discrimination of employees is prohibited in any form. In particular, unequal treatment in employment on the basis of sex, national and ethnic origin, social origin, disability, trade union membership, political conviction, religion or belief, health status, age, pregnancy or sexual orientation is prohibited, unless it justified by the requirements of employment. The Contractor is at least obliged to take measures to avoid discrimination within the meaning of ILO Conventions No. 111 and No. 100.

### 5. Health and Safety

As an employer, the Contractor shall ensure occupational safety and health at work in accordance with the ILO Conventions applicable at the place of employment, in particular ILO Convention No. 155, as well as the provisions of national law. This includes, in particular, the establishment and application of appropriate management systems for occupational health and safety ("management systems") in order to be able to take the necessary preventive measures against accidents and damage to health arising in connection with the work activity. The Contractor declares its willingness to continuously improve its management systems and to work towards the introduction of a recognized and certified occupational health and safety management system (e.g. ISO 45001) within a reasonable period of time. The Contractor must have health and safety guidelines in place, support the continuous development and improvement of working conditions and provide all employees with relevant training on a regular basis. The Contractor must ensure a safe workplace, the necessary work equipment and appropriate protective equipment as well as protect its employees from excessive physical and mental fatigue. Employees will also be given access to sufficient drinking water and clean sanitary facilities. Where applicable, this also applies to accommodation provided by the Contractor. If necessary, accommodation must also be dimensioned and equipped in such a way that accidents and damage to health are prevented as far as possible and appropriate accommodation is ensured.

### 6. Fair working conditions (remuneration, social benefits and working hours)

6.1 The Contractor must ensure appropriate remuneration and must guarantee the social benefits prescribed by applicable law. Remuneration must, at a minimum, be in line with the minimum wage under applicable law. Insofar as the applicable law does not

provide for minimum wage regulations, the remuneration shall be calculated in accordance with the law of the place of employment. In any case, remuneration must enable employees to secure at least their livelihood. Thereby, respective local cost of living of the employee and his family members as well as the local social security benefits and remuneration for full-time employment must be taken into account. Wages must be paid out in full and on a regular basis for services rendered and may not be retained illegally. The Contractor must ensure that employees receive clear, detailed and regular information on the composition of their remuneration in an appropriate form.

6.2 Working hours must comply with applicable laws or, insofar as these ensure a higher level of protection, with industry standards, but at least with the ILO Conventions applicable at the place of employment, in particular ILO Conventions No. 1 and No. 30. Overtime should only be voluntary and employees should be granted at least one day off after 6 consecutive working days.

## 7. Use of public and private security forces

In case the Contractor deploys its own security forces to protect its operations or commissions security forces for this purpose, it must ensure that they comply with internationally recognized human rights. The Contractor must, in particular, refrain from commissioning or deploying security forces, if during deployment persons are treated inhumanly or degradingly, suffer damage to life or limb or if their right to organize and the freedom of association is impaired.

## 8. Rights of minorities, local communities and indigenous peoples

8.1 The Contractor may not unlawfully engage in forced eviction or unlawfully take land, forests or bodies of water, the use of which secures the livelihoods of a person.

8.2 The Contractor must refrain from causing any harmful soil change, water and air pollution, noise emissions or excessive water consumption that is damaging to the health of persons, significantly impairs the natural bases for the preservation and production of food, or denies or significantly impedes people's access to safe and clean drinking water or sanitary facilities.

## 2. Human Rights Due Diligence

### 1. Implementation of human rights due diligence

The Contractor is obliged to establish processes for human rights due diligence in its company (in particular a risk management system) within a reasonable time, provided that the Contractor supplies products or provides services to DTP that come with a risk of potential negative impacts on human rights in the value chain, and to take, systematic and appropriate due diligence measures in connection with human rights based on this process. Relevant in this regard are the national due diligence laws applicable to the Contractor as well as the provisions of the UN Guiding Principles and relevant OECD Guidelines and Principles. In accordance with the UN Guiding Principles and, where relevant, in accordance with applicable laws, the Contractor shall design the adequacy and scope of these measures according to the size and turnover of its enterprise, the nature and the origin of the product or service as well as the raw materials contained therein, and, in particular, according to the associated risks.

### 2. Transparency, cooperation and participation

2.1 As a prerequisite for the implementation of human rights due diligence measures referred to in Section II.1 above, the Contractor shall establish transparency in its supply chain through internal processes in order to identify human rights risks and, where necessary, to be able to take appropriate counter- and control measures.

2.2 Upon request of DTP, the Contractor is obliged to provide information about the processes established in its company for human rights due diligence and, on request, must in particular answer self-assessment questionnaires completely and truthfully by submitting corresponding documents.

2.3 Upon request of DTP the Contractor must inform DTP of identified risks and/or mitigating measures and must also provide DTP with respective documentation of its due diligence measures. In particular, the Contractor must identify critical human rights "branch points" (e.g. mines, smelters and refineries) and provide information about this on request (e.g. about the company and production location of the "branch point"). DTP is committed to the UN Guiding Principles and strives to make such human rights-critical "branch points" transparent in the DTP supply chain; the Contractor declares its willingness to support this goal to the best of its ability.

2.4 The Contractor allows DTP to use the information obtained in accordance with these DTST 36 in the context of requests for information addressed to DTP or other self-assessments relating to the processes established at DTP for human rights due diligence, without prejudice to any confidentiality obligations on a need-to-know basis.

2.5 If a breach of the standards on human rights and good working conditions listed in Section I cannot be remedied by a Contractor in the foreseeable future, the Contractor must notify DTP of this immediately in writing or in text form and, together with DTP and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). The Contractor shall support DTP to the best of its ability.

2.6 At the request of DTP, the Contractor undertakes to participate in trainings and further courses on the human rights standards and expectations of DTP and will confirm its participation to DTP upon request by providing appropriate documentation.

2.7 The Contractor must pass on information received from DTP on the accessibility, responsibility and on the implementation of a complaints procedure to its employees in a suitable manner. The complaints procedure must be accessible to employees while maintaining confidentiality of identity and effective protection against disadvantage. Unless notified by DTP about a complaints procedure, the Contractor itself is responsible for setting up an effective complaints mechanism at enterprise level for individuals and communities whose human rights may be negatively impacted.

### 3. Inspection and auditing

3.1 DTP is entitled to inspect and audit the processes established by the Contractor for human rights due diligence and the creation of transparency, including the due diligence measures taken by the Contractor in connection with human rights, as well as the timely

implementation of a corrective action plan, or to have them inspected or audited by a third party commissioned by DTP. The Contractor shall provide DTP or a third party commissioned by DTP with all requested information and documents for inspection and give them the opportunity to conduct discussions or interviews with the managing directors, managers and employees, insofar as this is reasonably necessary for these purposes. The Contractor shall allow DTP or a commissioned third party to make copies and extracts.

3.2 As part of supplying the products or the provision of services, the Contractor must also ensure that DTP or a third party commissioned by DTP can also inspect and audit its suppliers and sub-suppliers in the event of a risk-based necessity.

3.3 DTP may use the information and findings from these inspections and audits to fulfill legal obligations, such as those arising e.g. from reporting requirements.

#### 4. Responsible sourcing of conflict minerals

4.1 The Contractor undertakes not to commit or participate in any serious human rights violations such as torture, cruel and degrading treatment, including corporal punishment, sexual violence, war crimes and crimes against humanity. Suppliers of raw materials originating from conflict-affected and high-risk areas or transported through conflict-affected areas and suppliers using such raw materials in their products must effectively meet their due diligence obligations in the supply chain in order to minimize the risks of actual and potential adverse effects along the supply chain. They shall describe in a suitable strategy how they systematically identify, prioritize and initiate countermeasures.

4.2 Suppliers of 3TG (tin, tantalum, tungsten and gold) and suppliers who use these raw materials in their products must identify, disclose and evaluate all smelters and refineries within the supply chains and assess whether they have carried out a due diligence process in accordance with the OECD Due Diligence Principles for the Promotion of Responsible Supply Chains for Minerals from Conflict-Affected and High-Risk Areas. For this purpose, the affected suppliers must implement at least established procedures, such as the Responsible Minerals Assurance Process (RMAP). The affected suppliers shall ensure that, at the time of the start of production, these materials are procured exclusively from refineries and smelters that meet the requirements (status: conformant) of the RMAP of the Responsible Minerals Initiative (RMI). The affected suppliers must submit corresponding proof (e.g. a Conflict Minerals Reporting Template – CMRT) to DTP on request. If a smelter or refinery used does not comply with this standard, DTP may require the Contractor to remove refineries and smelters that are not RMAP-compliant from the DTP supply chain in the long term.

### 3. Environment

#### 1. General environmental responsibility, environmentally friendly production and products

1.1 The Contractor ensures that its production and products fully comply with the applicable environmental regulations, including permit conditions. The Contractor will act in accordance with the precautionary principle with regard to environmental protection, take initiatives to promote greater environmental responsibility and

promote the development and diffusion of environmentally friendly technologies.

1.2 Contractors who supply components and/or production material are obliged to implement a certified environmental management system in accordance with ISO 14001, EMAS or comparable standards no later than two years after conclusion of the supply contract, to operate it for the entire term of the business relationship with DTP and to submit a corresponding certificate. Proof must be provided by means of certification by an accredited certification company. A renewed certificate must be submitted in good time before the expiry of the validity period. Contractors who do not supply components or production material must submit corresponding proof to DTP on request.

#### 2. Climate protection

2.1 The Contractor shall strive to develop suitable corporate targets for its Scope 1, 2 and 3 emissions and take measures to work towards achieving the goals of the Paris Agreement. The Contractor shall regularly monitor its progress and report to DTP on request, in particular with regard to its CO2 footprint at product level.

2.2 In order to reduce CO2 emissions, the Contractor is supposed to follow the principle of prevention, reduction – and if this is not possible – compensation and neutralization.

2.3 The Contractor declares its willingness to support DTP's climate ambitions. The Contractor must commit to the material- and component-specific CO2 targets of DTP, which are agreed as part of the awarding process, and aim to convert to CO2-neutral products in the medium term. To contribute to these goals, these expectations must be passed on to the Contractor's own supply chain.

#### 3. Production-related environmental protection

The Contractor shall ensure a high level of environmental protection in all phases of production. Against this background, the Contractor shall ensure the following in particular with regard to its own production facilities and production.

##### 3.1 Use and consumption of resources, including water and energy

a) The use and consumption of resources (including water and energy) during production must be reduced or avoided. This is done either directly at the place of origin or through procedures and measures, e.g. by changing production and maintenance processes or operations in the company, by using alternative materials, by savings, by recycling or by reusing materials.

b) Energy consumption must be monitored and documented. Economic solutions need to be found to improve energy efficiency and minimize energy consumption.

c) The Contractor shall typify, monitor, check and, if necessary, treat waste water from operating procedures, manufacturing processes and sanitary facilities prior to discharge or disposal.

##### 3.2 Handling of waste/Basel Convention

a) The Contractor is obliged to reduce or avoid the generation of waste of any kind.

b) The Contractor must comply with the prohibitions on the export of hazardous waste and the obligations in or from the Basel

Convention as of 22 March 1989 in its current version. Section II. no. 1 to 3 shall apply accordingly.

### 3.3 Air

The Contractor is obliged to find economical solutions to minimise any emissions (air and noise emissions) in production. General emissions from operations (air and noise emissions) as well as greenhouse gas emissions must be typed, routinely monitored, verified and, if necessary, treated by the Contractor before they are released. The Contractor is also obliged to monitor their emission control systems.

### 3.4 Hazardous substance management

Chemicals and other substances, that pose a hazard if released into the environment, must be identified. The Contractor must set up a hazardous substance management system for them so that they can be safely handled, transported, stored, reprocessed or reused and disposed by using suitable procedures.

### 4. Product-related environmental protection

The Contractor shall ensure the following in particular with regard to product-related environmental protection.

#### 4.1 Material data sheets

The Contractor must provide correct and complete IMDS (International Material Data System) material data sheets free of charge for all new and modified components or articles as well as for all substructure parts and/or service products contained in the spare parts. Within the course of new and change sampling, the material data sheets must be made available at the latest with the request for sampling. Incorrect material data sheets are rejected and must be corrected as soon as possible. Material data sheets not yet provided within the supplier relationship can be requested. Although sampling is generally not performed for carry-over, standard and so-called small parts organization parts when used in new series, material data sheets must also be provided for these parts or the articles contained therein on request. With regard to the delivery of plastic components, the Contractor is obliged to document the use of recycled materials in IMDS. The exact proportion of recycled material [mass %] must be specified in the "Recycled material" tab.

#### 4.2 Prohibitions and restrictions on substances

Substances and mixtures that are subject to legal restrictions or prohibitions may only be contained in the materials or components supplied or in the articles contained therein in accordance with these regulations. DTP assumes that the Contractor is aware of and will fulfil the obligations in accordance with these regulations. The Contractor must comply with the material negative list in accordance with Daimler-Benz Supply Specifications (DBL) 8585.

#### 4.3 Labelling

Substances and mixtures, as well as substances and mixtures in articles, components or products must be labelled in accordance with the legal requirements.

#### 4.4 Minamata Convention and Stockholm Convention

Mercury must be used by the Contractor in accordance with the provisions of the Minamata Convention of 10 October 2013 and

persistent organic pollutants in accordance with the Stockholm Convention of 23 May 2001, as amended. Section II. no. 1 to 3 shall apply accordingly.

### 4.5 REACH Regulation

a) The Contractor ensures that substances, substances in preparations and substances in articles that require registration are only delivered to DTP if they are registered in accordance with Art. 5 and Art. 6 or Art. 7 Para. 1 of Regulation 1907/2006/EC (REACH-Regulation) for use at DTP. The Contractor also ensures that notification for substances in articles delivered, that are subject to notification according to Art. 7 Para. 2 REACH-Regulation, is performed by the Contractor or – if the product was not manufactured by the Contractor or imported – by a supplier or sub-supplier or, alternatively, the substance is registered for the intended use (Art. 7 Para. 6 REACH Regulation).

b) In general, when developing a new component and/or article it must be abstained from using substances listed in Annex XIV of the REACH Regulation. If the use of such substances is unavoidable, this is only permitted if it has been approved in writing or in text form by the respective DTP component manager (Bauteilverantwortlicher, BTW). The Contractor must provide evidence to DTP that the Contractor or one of its suppliers or its sub-suppliers has submitted an application for approval for the required use no later than reaching the "latest application date" according to REACH-Regulation (18 months before "sunset date" according to REACH-Regulation). Otherwise, the Contractor must take measures to ensure that the requirements of the REACH Regulation are complied with.

c) As a precautionary measure for new developments it must also be abstained from using substances that the European Chemicals Agency ECHA has put on the list in Annex XIV (so-called "candidate list" in accordance with Art. No. 59 REACH-Regulation) if alternatives exist under technical and economic constraints. In case no alternatives exist, the use of the corresponding substance must be approved by the respective component manager (Bauteilverantwortlicher, BTW).

d) If substances subject to registration are not registered or substances listed in Annex XIV of the REACH Regulation are not permitted for the contractually intended uses at the time of delivery or a notification pursuant to Art. 7 Para. 2 REACH-Regulation is missing or if a component contains a substance listed in Annex XIV of the REACH-Regulation or on the candidate list, the Contractor is obliged to contact DTP directly: reach-kontakt@daimlertruck.com in order to initiate remedial measures.

e) Insofar as the delivered components, spare parts, attachments, accessories and/or packaging and/or articles contained therein, contain substances of very high concern (so-called SVHCs), which are published in the candidate list, to a proportion of more than 0.1% by weight, the Contractor is obliged to provide all information pursuant to Art. 33 Para. 1 REACH-Regulation. This also applies if such a substance is included on the candidate list during the ongoing supply relationship. The information shall be communicated in written form, preferably via IMDS.

### 4.6 Interior emissions



Interior emissions must be minimized. The limits listed in DBL 5430 must be complied with.

#### 4.7 End-of-life vehicles

a) In case the components and/or articles to be supplied by the Contractor are subject to the Directive 2000/53/EC of the European Parliament and of the Council of 18 September 2000 (the End-of-Life Vehicles Directive) or are intended for vehicles that are subject to the End-of-Life Vehicles Directive, the Contractor undertakes to provide information on disassembly, information on the design and manufacture in a manner suitable for reutilization and recycling, as well as a concept for drying and offloading pollutants. A utilization concept must be provided for selected components in consultation with DTP.

b) The Contractor must also comply with the VDA Labelling Standard 260 and MB-Standard 33035 for materials and components.

#### 5. Holistic accounting for continuous improvement of products and production

a) DTP conducts life cycle assessments based on ISO 14040 et seq. to determine and improve the overall environmental profile.

b) The Contractor shall therefore provide DTP with information on the relevant products, materials and processes upon request. DTP guarantees that this information will be treated strictly confidential and will only be used for the purpose of holistic accounting.

c) DTP obliges the Contractor to communicate and disclose its CO2 and environmental footprint of products. DTP uses LCA as a holistic tool and provides a guideline that provides information on standards and methods to be complied with (please refer to the supplier portal).

d) Data must be provided in a defined documentation format (VDA data collection format for life cycle assessments). The period and data quality must be agreed between DTP and the Contractor.

#### 4. Product Compliance

The Contractor shall ensure within its area of responsibility that its scope of performance complies with all product requirements resulting from applicable regulations, policies, directives, laws, technical standards or other comparable applicable provisions. In doing so, the Contractor must take into account the fundamental spirit of the respective provision as well as the scientific and technical state-of-the-art. Further, the Contractor has to establish adequate structures within his organization to ensure the adherence to all these product requirements and the corresponding documentation. The structures should provide orientation and guidance for the Contractors' employees and consider aspects such as product conformity, integrity and ethical understanding.

The Contractor shall comply with and implement the requirements of the VDA Volume Produktintegrität (Product Integrity). However, it is left to the Contractor to decide, if the Contractor implements a Product Safety and Conformity Representative (PSCR) or not.

If the Contractor gains knowledge of facts that substantiate suspicions of a violation of above-mentioned product requirements regarding safety, emissions and/or regulatory conformity with implications for DTP, the Contractor must immediately notify DTP in

text form and, if the Contractor may be responsible for such a violation, immediately investigate the facts.

#### 5. Animal welfare

The Contractor is obliged to comply with the applicable laws and regulations on animal welfare in the context of its business relationships with DTP.

#### 6. Forwarding of standards in the supply chain

The Contractor will forward the contents of the DTST 36, Section I, II, III. no. 3.2. and III. no. 4.4 and IV, to its suppliers, placing them under corresponding obligations, and will monitor and check compliance with the standards (cf. Sections I, II, III. no. 3.2. and III. no. 4.4. and IV) in the supply chain. In particular, the Contractor is responsible for ensuring and controlling that his suppliers and their sub-suppliers also act in accordance with these standards. In case the Contractor has any suspicions with regard to a violation of these standards in the supply chain, the Contractor is obliged to investigate these and to inform DTP upon request about the identified violations and risks as well as the measures taken.

#### 7. Consequences of a breach by the Contractor

Should DTP determine a violation of the obligations arising from these DTST 36 by the Contractor, DTP will inform the Contractor of this immediately in writing or in text form and set a reasonable grace period for the Contractor to remedy the breach. In the event that a violation can foreseeably not be remedied by the Contractor within the grace period, the Contractor must notify DTP of this immediately in writing or in text form and, together with DTP and/or with relevant third parties, draw up a concept with a schedule for ending or minimizing the violation (corrective action plan). In case of fruitless expiration of the grace period or the implementation of the corrective action plan does not remedy the situation within the agreed schedule and a continuation of the business relationship is unacceptable for DTP and no milder means are available, DTP may terminate all existing legal transactions with the Contractor without further notice and terminate all negotiations. The statutory right to extraordinary termination without a grace period, in particular in the event of very serious violations, remains unaffected, as does the right to compensation for damages.

### 13. Personal data

1. Due to performing the agreement, DTP processes personal data of the Contractor / persons representing the Contractor / contact persons appointed by the Contractor / Contractor's subcontractors engaged in service performance. Processing occurs according to the rules indicated in the information clause available at the address: [https://www.mercedes-benz-trucks.com/pl\\_PL/brand/rodo.html](https://www.mercedes-benz-trucks.com/pl_PL/brand/rodo.html). The Contractor undertakes to provide the DTP information clause to the aforementioned persons within 20 days from the date of the agreement.
2. Due to performing the agreement, the Contractor processes personal data of persons representing DTP, contact persons indicated by DTP. The Contractor commits to perform the information duty with respect to such persons, providing them with the information duty clause with the contents compliant with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal

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data and on the free movement of such data (General Data Protection Regulation, „GDPR”) within 20 days from the date of the agreement.

3. The Parties declare that personal data of the persons indicated in the Clause above will be processed for the purposes related to the agreement, and will only be accessed by appropriately authorized persons.
4. The Parties commit to process personal data in compliance with GDPR and natural regulations on personal data protection, and to apply appropriate organizational and IT measures to protect the data.

## 14. Final provisions

1. These Terms form an integral part of the agreement. No general terms and conditions or specimen agreements used by the Contractor are applicable.
2. Should DTP purchase services or works, Appendix 1 to these Terms shall additionally apply.
3. Unless the Parties decide otherwise in writing, the exclusive governing law for these Terms will be Polish law.
4. The Parties will use their best efforts to ensure that any disputes stemming from these Terms or from agreements concluded on the basis hereof are settled amicably. If agreement is not reached, the competent court for settling any disputes stemming from the application of these Terms will be the court with jurisdiction over DTP's registered office.

## Appendix 1

### To DAIMLER TRUCK POLSKA SP. Z O.O.'s General Terms of Purchase

#### Specific Terms for Services and Works Purchase

1. The Contractor will provide services to DTP in an professional and independent manner and on its own account. Exclusively the Contractor shall have the right to manage and control persons used for performing the agreement. The Contractor shall make sure that the persons used for performing the agreement are not connected to DTP or any of the companies in the Daimler Truck Group.
2. Before proceeding with performing the agreement, the Contractor shall provide DTP with the full name of the contact person on the part of the Contractor. The entire correspondence to the extent related to performing the agreement shall be managed exclusively by the contact person appointed by the Contractor, as referred to above. DTP must be notified in good time of any change of the contact person.
3. The Contractor shall only use the services of appropriately qualified persons to perform the agreement, and shall present the proof of such persons having such qualifications should DTP request so. In the event of repeated or material violations on the part of such a person, resulting in a damage to DTP or a risk thereof, DTP may demand that the Contractor immediately replaces such a person used for performing the agreement. All and every costs resulting from actions or omissions of such a person shall be borne by the Contractor. The Contractor commits not to appoint, for performing the agreement, a person previously employed at DTP under any grounds, unless DTP agrees to this in writing.
4. If the agreement is to be performed at the DTP premises, the Contractor must abide by the safety and information policy rules, as made available by DTP to the Contractor upon request. If the Contractor uses DTP's information and telecommunications technology, the Contractor must strictly comply with the applicable directives concerning security of information. The Contractor also undertakes to comply with additional or amended directives issued by DTP.
5. The Contractor shall not have the right to act on behalf of DTP as its representative.
6. If the Contractor is an entrepreneur governed by regulations on self-employment, the Contractor commits to inform DTP, without any special request related thereto, about all and any facts or changes to the factual status that may form the grounds to questioning its status as a self-employed person.
7. DTP commits to collaborate with the Contractor to the extent stipulated in the agreement.
8. If necessary for performing the agreement, after prior consultation, DTP may provide the Contractor with necessary rights to access the facilities where the agreement is to be performed. The access can be granted by DTP if the Contractor explains the requirement sufficiently.
9. The Contractor must generally perform the work using its own tools and materials. If this is not possible with regard to the special requirements of the work to be performed, DTP can allocate the Contractor with the necessary tools and materials.
10. DTP shall provide the Contractor with any requested documentation or information – where available – by the agreed deadlines. Where information cannot be obtained or, due to the rights of third parties, cannot be disclosed, DTP shall be released from such obligation.
11. DTP may demand changes to the contract services at any time. The Contractor may only object to such a change request where implementation of the request for change would be unreasonable. Where there is no agreement, DTP may terminate the contract, with immediate effect, if adherence to the Agreement without the required change would be unreasonable for DTP.
12. Services agreement can be terminated in writing by either Party under a three months' notice with the effect at the end of a month.
13. The Contractor may subcontract the whole or a part of the agreement provided it has obtained a prior written consent from DTP.
14. The Contractor shall require the subcontractors engaged to give the same undertakings as it has itself given to DTP, particularly with regard to confidentiality and data protection.
15. The Contractor shall be liable for actions and omissions of its subcontractors as for its own actions and omissions.
16. To the extent of performing its contractual obligations, the Contractor may use foreign employees who are required to have a work permit on the territory of the Republic of Poland, however, provided that the persons hold a permit for work and residence valid on the territory of the Republic of Poland in the period where the agreement is to be performed. The Contractor must satisfy itself that these requirements are met before assigning tasks to these employees. The Contractor assures that the remuneration paid by it complies with generally applicable legal regulations, in particular as regards minimum wages and social insurance premiums. The Contractor commits to immediately inform DTP if any proceedings are initiated with respect to it by respective public authorities as regards violation of regulations on employing foreign employees, in particular with respect to permits for work or residence on the territory of the Republic of Poland.

## Appendix 2

### To DAIMLER TRUCK POLSKA SP. Z O.O.'s General Terms of Purchase

#### Basic Requirements for Information Security For Contracts with IT Supported Data Processing by DTP

1. The Contractor undertakes to effectively secure all information and data which the Contractor collects or processes for the DTP or information to which it has access, in accordance with the applicable current standard of technology against unauthorized access, alteration, destruction or loss, prohibited transmission and any other prohibited processing or other misuse. The Contractor has an appropriate security concept in place for this purpose.
2. The Contractor shall coordinate its security concept with the DTP. In particular, the information security requirements and specifications defined in the requirements specification or in other written specifications shall be observed and taken into account for the security concept. The responsible Information Security Officer of the DTP shall provide support in this regard. The DTP may demand appropriate, periodic written proof of the implementation of and conformity with the security concept. In cases of doubt, the Contractor shall also enable the DTP to carry out an on-site inspection and will provide all necessary information.
3. The Contractor shall designate a contact person endowed with sufficient authority for Security Management who is available for all topics concerning information security, e.g. for Incident Management (Management of Information security incidents).
4. The Contractor must inform the DTP in written form of any significant changes in the processing of the data, otherwise they shall be invalid. Changes are considered to be significant in particular if they relate to the security concept. The notification must contain a description of the scope of the change and the effect on the security concept. In the event of a foreseeable reduction in the protective effect, the approval of the DTP must be obtained in advance in written form, otherwise they shall be invalid.
5. The information and data of the DTP may only be used by the Contractor for the contractually agreed purposes and to the extent required for the performance of the contract. In the case of data processing for different customers, the segregation of such data must be verifiably ensured (separation of customers).
6. Access to data processing equipment („DP equipment“) of the DTP or its Contractor may only be granted with the permission of the DTP within the allowed scope that is necessary for the performance of the contract by the persons who are authorized to this end. The Contractor undertakes to not disclose the access authorizations granted to it for the use of the system to any unauthorized persons. The Contractor may only provide subcontractors or cooperating persons with access to the DP systems of the DTP within the scope required for the performance of the contract and with the prior approval of the DTP. The Contractor must notify the DTP without delay if any employees of the Contractor, subcontractor or cooperating persons with access privileges or access authorizations for DP systems of the DTP, its agents or subcontractors or subcontractors are no longer engaged with the performance of the contractually agreed service, in order to enable the DTP to cancel the existing access privileges or access authorizations.
7. In the case of data transmission and data storage on mobile devices, the Contractor must protect all information of the DTP which is classified as confidential or secret through appropriate cryptographic measures, in accordance with the current standard of technology. In the case of transmission or storage within a secure environment, this is not required. If so requested by the DTP, the Contractor shall prove that the environments where confidential or secret data is processed are designed in accordance with the applicable current standard of technology.
8. The Contractor must notify the DTP without delay of any knowledge or justified suspicion of data protection violations, security breaches and other manipulations of the processing work flow which relate to DTP data and services and must - in consultation with the DTP - immediately initiate all necessary steps for the clarification of the matter and limitation of the loss.
9. If the data processing takes place onsite at DTP or through a data exchange with DTP systems, the Contractor shall take appropriate measures to avoid any impairment of DTP infrastructure (and of third parties as a result thereof) as required. The Contractor must observe the relevant applicable information security requirements of the DTP.
10. The Contractor shall inform the DTP without delay of any danger that unauthorized persons could access data of DTP as a result of seizure, confiscation or other official intervention, in insolvency or settlement proceedings or through any other events or measures. The Contractor shall inform the third parties that data of DTP is involved.
11. The Contractor shall inform its employees, subcontractors or cooperating persons with access to or access privileges for DP systems of the DTP about relevant topics of information security in relation to the service performance for the DTP on a regular basis.