General Terms and Conditions for IT Services

Last revised: May 22, 2026

1 Parties to the agreement

The agreement shall be entered into between Telekom Deutschland GmbH (hereinafter referred to as Telekom), Landgrabenweg 149, 53227 Bonn, Germany (registered with Bonn District Court HRB 5919) and the customer, who is not a consumer as defined in § 13 of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*).

2 Subject of the agreement

The subject matter of the agreement is specified in these General Terms and Conditions (GT&C) and the provisions of the relevant contractual documents (such as proposals, Service Specifications, third-party licensing conditions, and order confirmations). These shall regulate the provision of IT services by Telekom to the customer.

2.1 The customer's general terms and conditions

These General Terms and Conditions shall apply exclusively. The customer's conditions shall not be part of the contents of the agreement, even if Telekom does not explicitly object to them.

3 Agreements and proposals

3.1 Dates for the delivery of goods and the performance of services

Dates or deadlines for the delivery of goods and the performance of services stipulated in the contractual documents shall only be binding if they were designated as such in writing by Telekom.

3.2 Proposals subject to change

All proposals from Telekom shall be subject to change. Telekom reserves the right to deviate slightly from the proposal for technical reasons even after the proposal has been accepted by the customer.

4 Services provided by Telekom

The services provided by Telekom shall be taken from the relevant product-specific Service Specifications. If, according to the Service Specifications, IT infrastructure or software is part of the scope of service, this shall remain the property of Telekom.

4.1 Service provision by third parties

Telekom shall be entitled to provide the services by subcontracting work to third parties (subcontractors). Telekom or sub-contractors commissioned by Telekom shall render the services agreed in countries in the European Union, unless stipulated otherwise.

4.2 Relocation of services outside of the European Union

Telekom or subcontractors commissioned by Telekom can, at their discretion, shift the location where the service is provided to countries outside of the European Union. Telekom shall inform the customer of the planned relocation of services to countries outside of the European Union that are not stated in the Service Specifications. If the customer fails to inform Telekom of serious reasons for not permitting a relocation within a period of four weeks after receiving notification of the relocation, the customer's consent to this relocation shall be deemed granted.

4.3 Place of performance

The service transfer points agreed in the Service Specifications shall be deemed the place of performance. If no service transfer point is agreed, the location where the relevant service is rendered shall be deemed the place of performance.

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5 The customer's duties to cooperate

In particular, the customer shall have the following duties to cooperate:

a) The customer shall ensure that sufficient funds are available in the agreed debit account and, if making payments by credit card, that the credit card details provided upon registration are kept up to date.

b) The services supplied must not be misused. In particular, the customer shall not send any legally prohibited and unsolicited information, material, or other services, including unrequested and unsolicited advertising by email, fax, telephone or SMS, or illegal dialer programs. In addition, information with unlawful or immoral content must not be transmitted or uploaded to the internet, and no references may be made to such information. National and international copyright, trademark, patent, name, and brand rights as well as other commercial property rights and privacy rights of third parties must be respected. If the customer seriously violates any of their obligations specified in Item b) above, Telekom shall be entitled to bar access to the relevant service at the customer's expense. In this case, the customer shall still be required to pay the monthly charges.

c) The customer shall back up their data once a day in a suitable form, so that it can be recovered at reasonable cost, unless Telekom has contractually undertaken to back up the data.

d) Telekom and its agents shall be indemnified against any claims from third parties arising from the unlawful use of Telekom's contractual services and related services by the customer or with the customer's consent. If the customer realizes or can be expected to realize that a violation of this type is about to occur, they are required to notify Telekom immediately.

e) In the event of personal data being processed on behalf of the customer (commissioned data processing), the customer shall be responsible for concluding the corresponding agreement with Telekom. Telekom shall enable the customer to conclude an agreement for commissioned data processing with Telekom.

f) If Telekom is to process sensitive data as defined in Article 9 of the General Data Protection Regulation (GDPR), the customer must inform Telekom in writing without undue delay.

g) Any costs incurred by Telekom when checking its equipment following submission of a fault report shall be reimbursed if the fault was not in Telekom's equipment and this could have been recognized by the customer if they had made a reasonable effort to find the fault.

h) Personal access data (user ID and password) must not be shared with third parties and should be stored securely to prevent unauthorized access. For security reasons, the data must be changed upon the initial use of the service and subsequently at regular intervals. If there is reason to suspect that the access data has been disclosed to unauthorized persons, the customer must change this data immediately.

i) The customer may have other duties to cooperate arising from the relevant Service Specifications.

j) Telekom must be informed immediately of any changes to names, addresses, bank details, invoice recipients, or email addresses used for processing the Agreement.

5.1 Non-fulfillment of cooperation obligations

If and to the extent that the customer or one of the users does not fulfill their duties to cooperate, does not fulfill them properly, or fails to fulfill them on time, and thus impairs service provision by Telekom, Telekom shall be exempt from the obligation to provide the services in question, in particular from compliance with the relevant service level as well as from any binding dates and milestones agreed hereunder. Telekom shall nevertheless endeavor to provide the services as contractually agreed. Any agreed deadlines, dates, and milestones shall be suspended; if the cooperative duty is subsequently fulfilled, they shall be extended by a reasonable period or postponed. Non-fulfillment in this respect shall not be regarded by the customer as a violation of this agreement and shall not entitle the customer to terminate this

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agreement. The customer shall reimburse to Telekom any costs, damage, and additional charges incurred as a result of a failure to fulfill their cooperative duties, failure to fulfill them properly, or failure to fulfill them on time.

6 Use by third parties

Subletting of all or parts of the IT infrastructure or other assignment of use to third parties shall be admissible only with the approval of Telekom. Such approval may be refused only for good cause. It shall only apply in an individual case. Telekom reserves the right to withdraw consent for legitimate reasons.

7 Rights of use

7.1 Granting of rights of use by the customer

Unless otherwise provided for in the appendices and if this is necessary for the purpose of implementing this agreement, the customer shall grant Telekom a simple right of use regarding the services provided by them, limited to the term of this agreement.

7.2 Granting of rights of use by Telekom

Unless otherwise provided for in the appendices and if this is necessary for the purpose of implementing this agreement, Telekom shall grant the customer a simple right of use regarding the scope of service, limited to the term of this agreement.

8 Third party rights

8.1 Commercial right of use

When a party provides software, it shall ensure that it has the necessary commercial rights of exploitation to use this software, that it is free of third-party property rights, and that no other rights exist constraining use by the other party as provided in this agreement; this shall also apply to any changes, updates, or upgrades of the software. The providing party shall thus release the other party from any liability.

8.2 Violation of property rights and liability

If one of the parties realizes or can be expected to realize that a violation of this type is about to occur, it shall be obligated to notify the other party thereof without undue delay. In this regard, the other party shall be provided with all information on the assertion of third-party claims, in particular the nature and scope of the alleged violation of property rights. The providing party shall assume sole liability with respect to the property right holders and shall reimburse the other party for any legal defense costs necessary. The liability limitations set forth in this agreement shall apply to all liability claims based thereupon.

9 Terms of payment

The customer shall pay the charges specified plus value-added tax at the statutory rate.

9.1 Due date of the bill

The charges shall fall due upon receipt of the electronic bill. Telekom shall provide the customer with the bill exclusively in electronic form.

9.2 Payment method

Should billing occur via bills, the invoiced amount must be paid into the account indicated on the bill. It must be credited to the account specified no later than on the tenth day after receipt of the bill. In the event that the customer furnishes a SEPA direct debit mandate, Telekom shall not debit the agreed account with the billed amount until the seventh day

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following receipt of the bill and the SEPA pre-notification. If payment is made by credit card, the customer account shall be charged in accordance with the agreements in place between the credit card company and the customer.

9.3 Right to set off

The customer may only offset undisputed or legally enforceable claims. The customer shall only be entitled to assert a right of retention for counterclaims arising from this agreement.

9.4 Updating credit card details

If the customer does not fulfill their obligation to update their credit card details as outlined in Item 5a), Telekom shall be entitled to claim lump-sum compensation in the amount of EUR 15 for every failed attempt to charge the credit card. The customer shall be permitted to furnish proof that lesser damage than the lump sum or no damage has been incurred.

9.5 Default

If the customer violates their obligation to make payments despite a warning, Telekom shall be entitled to bar the services at the customer's expense. In this case, the customer shall still be required to pay the monthly charges. Telekom shall reserve the right to assert any other claims arising from a default in payment.

10 Withdrawal

10.1 Withdrawal due to non-availability/delivery problems

Telekom shall be entitled to withdraw from the agreement in whole or in part if the contractual service cannot be provided for reasons beyond Telekom's control, or can only be provided with unreasonable effort. This is particularly the case if an upstream supplier, who has been commissioned to provide the service in a timely and proper manner, ultimately refuses to deliver. Withdrawal due to price increases by the upstream supplier shall only be permissible if the upstream delivery is not available at the agreed terms despite reasonable procurement efforts on the part of Telekom or if Telekom cannot reasonably be expected to incur an additional burden resulting from this, taking into account the interests of both parties.

10.2 Notification of the withdrawal

Telekom shall inform the customer of the withdrawal in writing immediately, no later than five working days of becoming aware of the reason for withdrawal. Consideration already provided by the customer shall be reimbursed within fourteen calendar days after receipt of the declaration of withdrawal. Further claims by the customer due to the withdrawal shall remain unaffected if they are based on intent or gross negligence on the part of Telekom, injury to life, limb, or health, or due to mandatory statutory provisions.

10.3 Claims for damages

Claims by the customer for damages due to a withdrawal in accordance with Item 10.1 shall be excluded provided that Telekom is not responsible for the reason for withdrawal. Telekom's liability for intent and gross negligence as well as for damages resulting from injury to life, limb, or health shall remain unaffected.

11 Changes to the services, General Terms and Conditions, and charges

In implementing the agreement, Telekom shall also use technical solutions produced on the basis of generally available Telekom network platforms and those of third parties, in particular those affiliated with the Group and whose products and service features are subject to continual further development and review. Where technical modifications are carried out to individual product features or to the underlying network platforms, or where network services, products, or individual features are discontinued, such modifications shall also be implemented within this agreement. Telekom shall inform the customer and avoid any disadvantages for the customer to the extent that this is technically feasible. Service

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modifications carried out by Telekom shall generally not be charged to the customer. In the event of unjustifiable economic costs of the modifications, Telekom shall be entitled to terminate these partial services. If the modifications cause significant restriction to one of the individual services for the customer, the customer may terminate these parts of the agreement.

11.1 Notice periods, form, causes and consequences of changes

In addition, Telekom shall be entitled to change the General Terms and Conditions , services, and charges by giving an appropriate period of at least six weeks' notice before the change comes into effect, provided that the change takes due account of Telekom's interests but is also reasonable for the customer, or the change is explicitly required as a result of regulations from the German Federal Network Agency (*Bundesnetzagentur*). The customer shall be notified of the changes in writing. If charges are increased – unless this is due exclusively to an increase in value-added tax – or in the event of other changes that put the customer at a disadvantage, the customer shall be entitled to a special right of termination on the date when the changes come into effect. In its change notice, Telekom shall draw the customer's attention to this special right of termination as well as to the fact that the change will come into effect unless the customer exercises their special right of termination within the specified period.

11.2 Changes in favor of the customer

Telekom reserves the right to make unilateral changes to the service and to reduce charges in favor of the customer. The customer must agree to these adjustments. Telekom shall notify the customer about any adjustments by sending updated versions of the existing contract documentation that replace the existing documentation.

12 Warranty claims

12.1 Guarantee of functionality

Telekom shall guarantee the functionality of the services under this agreement with the features named in the Service Specifications for the term of the agreement.

12.2 Defective services

If services are defective, Telekom shall restore their condition as per the agreement either by providing the services again or rectifying the services in accordance with the provisions set forth in the relevant Service Specifications.

12.3 Reduced functionality

In the event of reduced functionality, the customer may demand from Telekom, where applicable, reimbursement of the charges subsequently set forth in the Service Specifications.

12.4 Information on service features

Information on the service features, technical data, and specifications in the contractual documents is intended solely to describe the service in question. It is not to be understood as a guarantee (or a guaranteed feature) within the meaning of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*). Telekom shall make no guarantees.

12.5 Claims due to defects

Any claims due to defects under this agreement shall expire one year following the start of the statutory warranty period.

12.6 Claims by the customer

In all other respects, any potential claims by the customer are excluded. Liability for compensation under the requirements and within the scope of this agreement shall remain unaffected.

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13 Liability

13.1 Intent or gross negligence

Telekom shall be liable without limitation for cases of intent or gross negligence.

13.2 Slight negligence

In the event of slight negligence, Telekom shall be fully liable in the case of injury to life, limb or health. If, as a result of slight negligence, Telekom fails to perform its service on time, if it has become impossible to perform the service, or if Telekom has failed to comply with an essential obligation, liability for any damage to property or pecuniary damage caused thereby shall be limited to foreseeable damage that is typical for this agreement. An essential obligation shall be an obligation whose fulfillment is a prerequisite for the proper performance of the agreement, the infringement of which jeopardizes the achievement of the purpose of the agreement, and upon whose compliance the customer can normally rely.

13.3 Data loss

Telekom shall be liable for the loss of data in the case of slight negligence under the conditions and within the scope of Item 13.2 only if the customer has backed up their data in suitable form according to Item c), so that it can be recovered at reasonable cost.

13.4 Disclaimer

Liability for any other damage shall be excluded, in particular for data loss or hardware faults caused by incompatibility between the components already present in the customer's PC system and the new or modified hardware and software, or for system malfunctions that may result from existing configuration errors or older, interfering drivers that were not completely removed. Liability pursuant to the German Product Liability Act (*Produkthaftungsgesetz – ProdHaftG*) shall remain unaffected.

14 Commencement, term, and termination of the agreement

The following conditions regulate the terms of the agreement and the notice periods, unless specific provisions have been made for individual services.

14.1 Establishment of the agreement

Unless otherwise stipulated by a separate arrangement, the agreement shall be deemed established upon receipt of the order confirmation, or at the latest upon initial provision of the service by Telekom.

14.2 Commencement of service provision

Service provision by Telekom shall commence on the day a partial service is first provided (provision ready for operation).

14.3 Contract term and form of termination

The agreement may be terminated by either party, at the earliest with effect from the end of the agreed minimum contract term, by giving six months' notice in writing. If the agreement is not terminated, the term shall be extended by one year in each case unless it is terminated in writing at least six months prior to the end of the extended term. Notice of termination must be given in writing.

14.4 Early termination of the agreement

If, due to reasons for which Telekom is not responsible, the agreement is terminated prior to the expiry of the (minimum) contract term agreed with the customer, the customer shall be obligated to pay compensation to Telekom as a single, lump-sum payment amounting to half of the monthly charges payable up to the end of the agreed term. The

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compensation amount shall be increased if Telekom can demonstrate that the actual loss was greater. It shall be lower or not payable at all if the customer proves that the loss suffered was significantly less or that no loss was suffered at all. The above provision shall not entitle the customer to terminate the agreement early.

14.5 Termination without notice

The right to terminate the agreement for good cause without notice shall remain unaffected.

14.6 Collection of customer data

Upon termination of this agreement, Telekom shall retain all the data to be backed up as part of the data backup process for the customer for thirty calendar days for collection, unless the appendices contain provisions to the contrary. The customer shall make the person responsible for collecting the data known to Telekom in writing three weekdays before collection. If the customer does not collect the data within the aforementioned period, Telekom shall destroy the data on all data carriers. In any event, Telekom's data backup obligation shall end when this agreement is terminated.

14.7 Special right of termination for end-of-life (EoL)/end-of-service (EoS) on the part of the manufacturer

a) Telekom shall be entitled to terminate the agreement for good cause if Telekom procures services under this agreement from a supplier or manufacturer, and the manufacturer informs Telekom after conclusion of the agreement that they will no longer produce these services from a certain point in time (end-of-life – EoL) or that they will discontinue the technical support/maintenance support required for these services (end-of-service – EoS) and it is therefore no longer able to provide the contractual services in accordance with the agreement after the end-of-life/end-of-service date (EoL/EoS date), no replacement or successor product is available to continue providing the services properly, and Telekom cannot give ordinary notice of termination for the agreement before or on the EoL/EoS date.

b) After the manufacturer notifies Telekom of the end-of-life (EoL) or end-of-service (EoS) date, Telekom shall promptly inform the customer in writing. Within two months, Telekom shall check whether the service can be continued using replacement or successor products. After the review is completed, which must be no later than two months after receiving the information, Telekom shall inform the customer whether the agreement can continue or if it will be terminated for good cause, effective from the EoL/EoS date. If Telekom terminates the agreement for good cause effective from the EoL/EoS date, the customer has the right to terminate the agreement without notice, effective from the end of the next calendar month.

15 Force majeure

15.1 Occurrences of force majeure

Telekom shall not assume liability for occurrences of force majeure that materially aggravate, temporarily hamper, or render impossible the due implementation of the agreement by Telekom. Force majeure shall be deemed to include all circumstances that are independent of the intention and influence of the parties, such as natural disasters, governmental measures, decisions by authorities, blockades, war and other military conflicts, mobilization, internal unrest, terrorist attacks, strikes, lockouts, and other work-related unrest, confiscation, embargoes, epidemics, pandemics, or other circumstances that are unpredictable, serious, and not attributable to the parties and that occur following the conclusion of this agreement.

15.2 Prevention from the fulfillment of contractual services

If one of the parties is prevented from fulfilling their contractual obligations due to force majeure, this shall not be considered to be a violation of the agreement and the periods set out in the agreement or on the basis of the agreement shall be extended accordingly, depending on the duration of the impediment. The same shall apply if Telekom depends on the upstream service of a third party, and this service is delayed as a result of force majeure.

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15.3 Mitigating the consequences of force majeure

Each party to the agreement shall take all necessary and reasonable action in their power to limit the extent of the damage and consequences of such force majeure. The party affected by force majeure shall in each case immediately notify the other party of the beginning and end of the impediment in writing.

15.4 Termination of the agreement

If an event of force majeure continues for more than 30 days, each party may terminate this agreement without any liability or cost if the respective party cannot reasonably be expected to continue to adhere to the agreement. Costs already incurred or services already provided, however, must be paid for by the contracting party.

16 Data protection

16.1 Compliance with statutory provisions

The parties shall ensure compliance with the statutory regulations on data protection. In particular, Telekom shall enforce the obligation of its employees to maintain confidentiality and telecommunications secrecy pursuant to § 3 of the Act to Regulate Data Protection and Privacy in Telecommunications and Telemedia (*Telekommunikation-Digitale-Dienste-Datenschutz-Gesetz – TDDDG*). Where personal data processing is commissioned in accordance with Article 28 of the General Data Protection Regulation (Commissioned Data Processing), the parties shall conclude a data processing agreement based on Telekom's respective current template, to be appended to this agreement.

16.2 Use of data and confidentiality

Documents, knowledge, and expertise provided to the other party may be used solely for the purposes outlined in this agreement. In addition, the parties agree to maintain confidentiality concerning the content of this agreement and the knowledge acquired during its performance.

16.3 Confidentiality toward third parties

The parties undertake to maintain secrecy toward third parties with respect to information that is to be kept confidential. Affiliated companies of the parties, as defined by §§ 15 et seq. of the German Stock Corporation Act (*Aktiengesetz – AktG*), and subcontractors shall not be regarded as third parties, provided they are bound by a corresponding confidentiality obligation.

16.4 Discontinuation of the obligation to maintain confidentiality

The obligation to maintain confidentiality and refrain from exploiting information shared by the other party shall not apply if the information

a) was verifiably known to the party receiving it before it was divulged, or was known or generally accessible to the public before it was divulged;

b) or was known or generally accessible to the public after it was disclosed without the party receiving the information being involved or responsible;

c) or essentially represents information that was disclosed or made accessible to the party receiving the information by an authorized third party at any point in time;

d) if disclosure was ordered by law or by a court decision or by an administrative authority, or serves to enforce legal claims. As soon as there are indications that it is necessary to initiate court or official proceedings that could lead to publication of confidential information, the party involved in the proceedings shall notify the other party immediately and shall not divulge the confidential information without such prior notification;

e) or if 2 (two) years have passed following termination of this agreement.

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16.5 Proper data processing

Telekom guarantees proper data processing and compliance with technical and organizational measures for data security in accordance with the standards and technology used at Telekom, and in particular to ensure the confidentiality and integrity of the data used. At the customer's request, Telekom shall inform the customer about the measures in more detail.

16.6 Access to business premises

The customer is not entitled to demand access to the business premises. The customer's statutory and specific contractual control rights shall remain unaffected.

16.7 Reference

The customer agrees to being named as a reference.

17 Foreign trade regulations

17.1 Provisions of the German Foreign Trade and Payments Ordinance

The parties agree that the services under this agreement may be subject to the prevailing regulations of the German Foreign Trade and Payments Ordinance, European foreign trade regulations, and U.S. export regulations. The parties undertake to observe the applicable export regulations in their respective areas of responsibility, and shall be solely responsible for obtaining the necessary authorizations as required.

17.2 Approvals by the foreign trade authorities

17.2.1 The Parties agree that the services under this agreement may be subject to the prevailing regulations of the German Foreign Trade and Payments Ordinance, European foreign trade regulations, and U.S. export regulations. The Parties undertake to observe the applicable export regulations in their respective areas of responsibility, and shall be solely responsible for obtaining the necessary permits as required.

17.2.2 If the necessary approvals are not issued by the foreign trade authorities or are issued late, Telekom's liability for the resulting damage and other claims shall be excluded to the extent permitted by law. If permits are not issued or service provision is prohibited due to the above provisions, Telekom's performance obligation shall no longer apply. In the event that approvals are issued late, the dates and milestones agreed as binding under the agreement shall be extended as appropriate according to the delay.

17.2.3 Upon request, each party shall provide the other party with the documents and information required for the granting of permits that are required under foreign trade law.

17.3 Provision of documents for the granting of permits

Upon request, each party shall provide the other party with the documents and information required for the granting of permits that are required under foreign trade law.

18 Miscellaneous

18.1 Place of jurisdiction

Bonn shall be the place of jurisdiction for all disputes arising from or in connection with this agreement. Any exclusive place of jurisdiction shall have priority.

18.2 Applicable law

The contractual relations are subject to German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

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18.3 Diverging provisions

Any provisions that deviate from these General Terms and Conditions and the other contractual documents must be stated in writing.

18.4 Agreement-related messages

Messages from Telekom to the customer relating to the agreement shall be sent at Telekom's discretion in compliance with the legal provisions to the postal address or email address provided by the customer.

18.5 Transfer of rights and obligations to third parties

Telekom shall have the right to transfer the rights and obligations arising from this agreement to Deutsche Telekom AG, Friedrich-Ebert-Allee 140, 53113 Bonn, Germany (registered with Bonn District Court, HRB 6794) or to any other third party without approval. The customer shall have the right to terminate the agreement with Telekom without notice in the case of transfer to a third party not specified by name.

19 Additional terms and conditions for customers with headquarters abroad

19.1 Data protection

19.1.1 Compliance with statutory provisions

The parties shall ensure compliance with the statutory regulations on data protection. In particular, Telekom shall enforce its employees' obligation to maintain data secrecy and telecommunications secrecy.

19.1.2 Processing of personal data

In the case of commissioned processing of personal data, Telekom shall only collect, process, use, or access personal data within the bounds of the concluded agreement and according to the customer's instructions. The "Supplementary Terms and Conditions for Commissioned Data Processing" agreed with the customer shall apply in the case of commissioned data processing. In the case of commissioned data processing, the customer shall be fundamentally responsible for complying with the rules set out in the relevant applicable law with regard to personal information.

19.1.3 Access to the data center premises

The customer shall generally not be entitled to demand access to the premises in Telekom's data center in which the services of Telekom are operated.

19.1.4 Deletion of customer data

After the end of the agreement, the data shall be deleted by Telekom, taking due account of statutory retention periods.

19.1.5 Service provision by subcontractors

Telekom may provide the services through subcontractors in Germany or abroad.

19.2 Taxes

19.2.1 Taxes of the customer

All taxes (with the exception of the customer's German income taxes), tolls, duties, and taxation obligations which fall due with the conclusion and implementation of this agreement shall be paid by the customer, especially import sales tax and value-added tax and directly comparable consumption taxes such as goods and sales taxes or use and sales taxes including any non-refundable and non-deductible value-added tax or equivalent "Use and Sales" taxes and taxes on services provided by any subcontractor of the customer.

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19.2.2 Other provisions

All prices are net and do not include import sales tax or value-added tax or directly comparable consumption taxes. Any value-added tax or similar consumption taxes which are incurred, such as goods and sales or use and sales taxes, shall be paid by the customer. Should such taxes become due and payable, the contractor shall invoice the customer for these and show the tax separately on the invoice in accordance with the relevant tax regulations. If, in international service relationships, the responsibility for value-added tax or equivalent taxes in connection with the contractual services to be provided is transferred to the customer as the recipient of the service, due to legal provisions, the customer must declare all taxes to the tax authorities in their state of residence as their own tax obligations. The same shall apply in the case that such transfer of the liability for tax can be contractually determined. The customer herewith declares their direct consent to such contractual provisions. If the customer is based within the EU but outside Germany, they are obligated to communicate a valid VAT ID number issued by the tax authority of their state of residence before the first bill is issued. Any change to this VAT ID number must be communicated without delay. Irrespective of the aforementioned explanations, the customer declares that they obtain all services that are provided under this agreement for the purposes of their company.

19.2.3 Tax to be withheld or deducted

If any tax or charge is to be withheld or deducted from a payment to be made in relation to this agreement, the customer shall increase the payment to be made in relation to this agreement by such an amount as to ensure that the contractor shall receive an amount, after any withholding or deduction, that corresponds to the prices agreed.

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