

Terms and Conditions for the Retention of Outside Counsel

(Version October 2025)

These Terms and Conditions for outside counsel ("**T&Cs**") set forth the general policies of Innomotics companies ("**Innomotics**") for retaining outside counsel. They shall apply to all forms of legal advice. The T&Cs are deemed to be included by reference in any retention agreement entered between Innomotics and a law firm ("**Retention Agreement**").

1. General principles

- 1.1 Innomotics retains the Law Firm because of its confidence in the ability, expertise and judgment of the attorneys working for the Law Firm. Innomotics uses a "cost-benefit" approach for its business and expects the Law Firm to provide its legal services accordingly. The Law Firm shall make every effort to render high quality services in the most cost-efficient way. The Law Firm shall avoid inefficiencies such as duplication of work or unnecessary costs.
- 1.2 Decisions on goals and strategies with respect to the Matter shall be made by Innomotics and communicated to the Law Firm. If the Law Firm believes that Innomotics' goals regarding the individual matter for which the Law Firm is engaged ("**Matter**") may be achieved in a better, more efficient or cost-effective manner than through the strategy proposed by Innomotics, the Law Firm shall discuss its considerations with Innomotics and propose alternatives. Innomotics shall make the final decision on the scope and the strategy of the legal services to be rendered.
- 1.3 For each Matter, Innomotics and the Law Firm shall agree in the Retention Agreement on the scope of the legal services to be provided, the person advising and the law firm's remuneration. Any change to the Retention Agreement shall require – without exception – the written consent of the Responsible In-House Attorney in order to become legally binding on Innomotics and the Law Firm.
- 1.4 Innomotics may, in its sole discretion, decide to engage more than one law firm with respect to the Matter. In such cases, the Law Firm shall cooperate with the other Law Firm(s) and promptly inform the Responsible In-House Attorney of all material communications between the Law Firm and such other Law Firm(s).

2. Roles

- 2.1 For each Matter, Innomotics assigns a member of Innomotics Legal (Innomotics' legal department) to manage the Matter in-house and coordinate the Law Firm's involvement ("**Responsible In-House Attorney**"). The Responsible In-House Attorney shall act as liaison between the Law Firm and Innomotics' employees or the business to which the matter relates. Innomotics may replace the Responsible In-House Attorney by giving written notice to the Law Firm. The person of the Responsible In-House Attorney is designated in the Retention Agreement. The Law Firm shall raise all issues relating to the Matter only with the Responsible In-House Attorney.
- 2.2 The Law Firm shall assign a matter partner to manage the Matter at the Law Firm and coordinate the advice given to Innomotics ("**Matter Partner**"). The person of the Matter Partner is designated in the Retention Agreement. The Matter Partner shall be the attorney primarily responsible for the Matter and shall ensure to be informed on all issues

relating to the Matter. The Matter Partner shall ensure that the provisions of the Retention Agreement and these Guidelines are complied with. The Law Firm may not replace the Matter Partner except for circumstances that do not allow the Matter Partner to fulfill his/her duties any longer. Such replacement shall be requested in writing stating the reasons and shall be subject to the written agreement of the Responsible In-House Attorney.

- 2.3 At the end of the instruction, the Matter Partner and the Responsible In-House Attorney shall meet to discuss the quality of the services provided, Innomotics' satisfaction with the work performed by the Law Firm and possibilities for improving cooperation. Such meetings shall also be held in the course of the Matter, if need be.

3. Cooperation

- 3.1 The Law Firm shall inform the Responsible In-House Attorney immediately of any developments that could be of interest for Innomotics and the Matter.
- 3.2 The Law Firm shall take instruction from and shall provide legal advice and any other information with respect to the Matter to the Responsible In-House Attorney only, unless otherwise instructed by her/him. Other Innomotics officers, directors, employees or external advisers shall not be entitled to give any instructions or directives with regard to the Matter.
- 3.3 The Law Firm shall obtain the Responsible In-House Attorney's prior written approval (e-mail sufficient) before taking any important steps with respect to the Matter. In particular, the Law Firm shall not commence any discussions (or indirectly imply any interest) with respect to settlements or agreements without the prior written approval (e-mail sufficient) of the Responsible In-House Attorney. The Law Firm shall inform the Responsible In-House Attorney immediately if they are contacted by an adverse or opposing party or their counsel with respect to a possible settlement or agreement.
- 3.4 The Law Firm shall forward to the Responsible In-House Attorney copies of all incoming documents (including informal correspondence) relating to the Matter without undue delay. The Law Firm shall not disseminate any information prepared in connection with the Matter, unless and until the Responsible In-House Attorney has reviewed the information, approved its release in writing (e-mail sufficient) and defined the persons to whom the information shall be disseminated. In particular, the Law Firm shall submit to the Responsible In-House Attorney all documents to be provided to or filed with a third party (including a court, an arbitral tribunal or a public agency or authority) with sufficient lead time to permit the Responsible In-House Attorney a meaningful review. If it is in the best interest of Innomotics, the law firm may make exceptions to this rule, in particular if Innomotics needs to comply with mandatory time limits that cannot be extended.

4. Staffing

- 4.1 The law firm shall avoid overstaffing. The Law Firm may only charge Innomotics for the work performed by individuals who were identified in the Retention Agreement. Any additions, deletions or replacements to this team shall require the prior written consent of the Responsible In-House Attorney; such consent must include the above-mentioned

details for each individual. The law firm shall bear all transition costs for individuals who are added or replaced. The Law Firm may not bill Innomotics for any time spent by any timekeeper added to the original team identified in the Retention Letter for becoming familiarized with the Matter.

- 4.2 The hourly rates for each person listed in the Retention Agreement shall be applied throughout the entire time for which the Law Firm is retained in a certain Matter and despite any changes to the fee level of a certain individual.
- 4.3 The Law Firm may charge Innomotics only for time expended by timekeepers who have been identified in the initial Retention Agreement or have been approved in writing by the Responsible In-House Attorney.
- 4.4 Innomotics expects the law firm to distribute any piece of work to the respective team member who can provide the respective service most effectively.
- 4.5 The law firm shall ensure to render the services to be provided only with personnel who are not listed on the relevant national, German, European or US-Sanctions lists as in particular but not limited to the European Union Consolidated Financial Sanctions List (CFSL), the U.S. lists issued by the Department of Commerce (Bureau of Industry and Security B.I.S.), the U.S. lists issued by the Department of Treasury (Office of Foreign Assets Controls OFAC).

5. Billing

- 5.1 The law firm may bill Innomotics only for time reasonably and necessarily incurred to render the professional services agreed in the Retention Agreement.
- 5.2 To the extent the Law Firm uses existing work products, for example form agreements, templates and research previously performed for another client, the Law Firm may bill only the time expended in adapting such an existing work product for Innomotics' purposes.
- 5.3 If the Matter requires that the Law Firm's attorneys travel, the Law Firm may bill Innomotics for the time an attorney worked on the Matter whilst travelling, but only up to half of the total time such attorney was in transit. The Retention Agreement may contain exceptions to the foregoing provision.

6. Information on costs

The law firm shall regularly inform the Responsible In-House Attorney in writing (e-mail sufficient) of the costs incurred by Innomotics in relation to the Matter.

7. Meetings

- 7.1 The Law Firm shall promptly inform Innomotics of all appointments, meetings, negotiations and court hearings. Innomotics shall promptly notify the Law Firm whether or not it will participate in such appointments, meetings, negotiations or court hearings. If the Responsible In-House Attorney chooses not to participate, the Law Firm will immediately inform the Responsible In-House Attorney in writing (e-mail sufficient) of the results.
- 7.2 The Law Firm shall limit participation in meetings and hearings to those attorneys whose presence is necessary to provide Innomotics with the quality representation it

expects. The Law Firm may bill only for attorneys attending a certain meeting or hearing to the extent such attorney is necessary to address the issues on the agenda of such meeting or hearing.

- 7.3 The Law Firm may not bill Innomotics for any internal meetings, briefings or intra-office conferences between any timekeepers who are retained on the Matter, unless otherwise agreed with the Responsible In-House Attorney in writing (e-mail sufficient) prior to any such meeting.

8. Travel and other expenses

- 8.1 The Law Firm may not bill Innomotics for any costs or expenses in addition to the professional fees agreed in the Retention Agreement. For example, time attributable to administration or overhead such as conflict checks, the negotiation of the Retention Agreement or discussion of billing questions may not be billed to Innomotics.
- 8.2 Innomotics shall reimburse the Law Firm only for reasonable travel and accommodation expenses incurred in the performance of services for Innomotics. Unless otherwise agreed with the Responsible In-House Attorney in writing (e-mail sufficient), the Law Firm may only claim reimbursement for travel and accommodation expenses to the extent the Law Firm complied with the following provisions when incurring such expenses:
- (i) Air travel: economy class (coach); the Law Firm shall ensure that the cost of air travel is offset by a corresponding saving of time compared to other means of transport; air travel must be booked as soon as practicable and always at the lowest fare available to the Law Firm;
 - (ii) Rail travel: economy class (coach);
 - (iii) Taxi: only if costs are offset by a corresponding saving of time compared to other means of public transport;
 - (iv) Accommodation: Allowances may not exceed Innomotics' internal hotel rate caps for the respective country as indicated in Appendix 3; higher rates may be acceptable only in case of generally increased hotel rates because of special circumstances such as trade fairs or other local conventions.
- 8.3 Innomotics reserves the right to update the provisions on travel and accommodation expenses from time to time.
- 8.4 Innomotics shall not be obliged to reimburse the Law Firm for any costs and expenses except for the travel and accommodation expenses mentioned in Article 8.2 or except for any public duties and charges that the Law Firm advanced for Innomotics. Innomotics is, however, aware that special circumstances may exist in which the Law Firm will incur extraordinary expenses when working on the Matter. Innomotics shall reimburse such extraordinary expenses on a case-by-case basis and provided that (i) the Law Firm actually incurred these expenses, (ii) the Law Firm made reasonable efforts to limit the expenses, (iii) the Law Firm provided appropriate documentation acceptable to Innomotics on such expenses incurred and (iv) the Responsible In-House Attorney has approved such extraordinary expenses in writing (e-mail sufficient) prior to the Law Firm incurring them.

- 8.5 In no event will Innomotics reimburse the Law Firm for any expenses that are not lawful or not legally compliant.

9. Invoices

- 9.1 Unless otherwise agreed in the Individual Retention Agreement, the Law Firm shall provide Innomotics with a draft invoice at the beginning of each calendar month for time entries made for the preceding calendar month. The Responsible In-House Attorney will review the invoice without undue delay and discuss with the Law Firm any objections he/she may have. The Law Firm will issue the final invoice without undue delay thereafter.
- 9.2 The Law Firm shall issue invoices in the currency(ies) agreed to in the Retention Agreement (“**Engagement Currency**”). If the Law Firm makes disbursements on behalf of Innomotics in a currency other than an Engagement Currency, the Law Firm shall invoice such disbursements in an Engagement Currency using the exchange rate applicable at the date on which the Law Firm incurred the respective expense. The Law Firm shall clearly indicate the exchange rate used in the relevant invoice.
- 9.3 All invoices or the accompanying documentation (including but not limited to Matters for which a Cap or fixed fee has been agreed) must:
- (i) Identify the Matter to which the invoice relates;
 - (ii) Contain the name of the Innomotics entity or division involved in the Matter (see the Retention Agreement);
 - (iii) Indicate the Retention ID and the Purchase Order Number as indicated in the Retention Agreement;
 - (iv) Clearly identify each person performing services in conjunction with each entry;
 - (v) Clearly identify all persons who are used by the law firm for providing their services (including subcontractors, independent contractors, temporary employees, and outsourcing providers);
 - (vi) Record the time expended by each timekeeper separately;
 - (vii) Describe within each itemized task entry:
 - The date on which the services were performed;
 - The project or task each service relates to; and
 - The subject and purpose of each service and (where applicable) the names of others who were present or were communicated with in the course of performing the service;(the description shall be made in such detail to allow Innomotics to determine the necessity for and reasonableness of the time expended);
 - (viii) Contain a summary at the beginning or end of the invoice, providing the hourly rate for each timekeeper, the total time billed by such timekeeper, the product of the total time and the hourly rate for each timekeeper, the total fees charged, and a reconciliation between the amount charged and any applicable estimated or budgeted amount or Cap, by task; and
 - (ix) Clearly list value added tax and any other taxes and public charges mandatory by law (to the extent applicable).

Innomotics shall not be obliged to and will not make any payments unless and until it has received an invoice complying with all of the requirements described above. In addition to the invoice, Innomotics may request the Law Firm to provide the above-mentioned data in a certain electronic format identified by Innomotics.

9.4 The Law Firm shall mail an original invoice to the Responsible In-House Attorney.

9.5 The Law Firm shall maintain documentation evidencing all reimbursable expenses invoiced to Innomotics for the time period required by law and provide such documentation to Innomotics upon request.

10. Payments

10.1 Amounts invoiced in accordance with Article 9 above are due ninety (90) days after Innomotics' receipt of the respective invoice.

10.2 The Law Firm represents and warrants that each bank account named to Innomotics by the Law Firm for all payments to be effected in connection with this Agreement is held in its name and solely for its account.

10.3 Unless otherwise agreed to in writing by Innomotics, all payments to the Law Firm shall be paid directly to the named bank account via an electronic banking arrangement. Innomotics will only make electronic payments to an account in the country of incorporation of the Innomotics entity being party to the Retention Agreement or the country in which the Law Firm has its principal place of business or in which the tasks under the Retention Agreement are performed.

11. Status Reports

11.1 Innomotics regards timely information and communication as the key to maintaining a strong attorney-client relationship and avoiding misunderstandings. Upon request from the Responsible In-House Attorney, the Law Firm shall provide with each invoice a brief status report containing the following information:

- (i) A description of the activity which has taken place since the previous status report;
- (ii) A description of the activity the Law Firm foresees occurring within the next billing period, and an estimate of the cost to Innomotics for such activity; and
- (iii) Any recommendations of the Law Firm with respect to a settlement of litigation or other disputes (if applicable).

11.2 Innomotics shall not be obliged to process invoices for payment unless they are accompanied by an appropriate status report requested by the Responsible In-House Attorney.

12. Innomotics Anti-Corruption Guidelines and Policies

12.1 The Law Firm represents and warrants that it, its employees and any party acting on its behalf will comply with all applicable laws and regulations under or in relation to this Retention Agreement or any other agreement with a company of the Innomotics group worldwide, including, without limitation any laws and regulations relating to anticorruption, anti-money laundering, antitrust, export control, taxation or any criminal law, rule or regulation.

- 12.2 Law Firm represents and warrants that no portion of its compensation, reimbursement or any other benefit including discounts under or in relation to the Retention Agreement is, has been or shall be, directly or indirectly, including through any third party, offered, promised or guaranteed, granted, given or paid, to any person for illegal purposes.
- 12.3 The Law Firm represents and warrants that it, its employees and any party acting on its behalf will adhere to the Code of Conduct attached to these T&Cs as Appendix 2.
- 12.4 The Law Firm represents and warrants that it takes appropriate measures (e.g. communication and training) to ensure compliance with this Article 12 by the Law Firm and all its directors, officers, and employees who may perform tasks under the Retention Agreement.
- 12.5 If, during the term of the Retention Agreement, the Law Firm becomes aware that any of the representations and warranties set forth in Article 12.1 are no longer true and correct, the Law Firm must notify Innomotics in writing within latest 10 (ten) days. Such notification shall be without prejudice to any right of Innomotics under the Retention Agreement.

13. Cybersecurity

- 13.1 The Law Firm shall take appropriate organizational and technical measures to ensure the confidentiality, authenticity, integrity and availability of Law Firm Operations as well as products and services. These measures shall be consistent with good industry practice and shall include an appropriate information security management system consistent with standards such as ISO/IEC 27001 or IEC 62443 (to the extent applicable).
- 13.2 **“Law Firm Operations”** means all assets, processes and systems (including information systems), data (including customer data), personnel, and sites, used or processed by the Law Firm from time to time in the performance of this Agreement.
- 13.3 The Law Firm shall promptly report to Innomotics and the following Innomotics Cybersecurity contact addresses all relevant information security incidents occurred or suspected and vulnerabilities discovered in any Law Firm Operations, services and products, if and to the extent Innomotics is or is likely to be materially affected:
for security incidents: cert@innomotics.com
for security vulnerabilities: svm@innomotics.com
- 13.4 The Law Firm shall take appropriate measures to achieve that its subcontractors and suppliers shall, within a reasonable time, be bound by obligations similar to the provisions of this section.
- 13.5 Upon Innomotics' request, the Law Firm shall provide written evidence of its compliance with this section including generally accepted audit reports (e.g., SSAE-18 SOC 2 Type II).

14. Engagement of third parties by the Law Firm

- 14.1 The Law Firm may from time to time find it necessary or advisable to engage advisors or external service providers or individuals (e.g. expert witnesses, consultants, local counsel, etc.), in the following **“Service Provider”**, on behalf or for the benefit of Innomotics. Prior to such an engagement, the Law Firm shall obtain the written approval (e-mail sufficient) of the Responsible In-House Attorney for any such engagement. Any

pass-through charges by a Service Provider must be itemized on the Law Firm's invoices, and the third party's invoices must be attached to the Law Firm's bills. Innomotics reserves the ability to engage any Service Provider directly.

- 14.2 If the Law Firm engages a Service Provider for or on behalf of Innomotics, the Law Firm shall require that Service Provider expressly commit to abide by all laws and regulations applicable to them and to Innomotics in connection with their activities for or on behalf of Innomotics.
- 14.3 When engaging a Service Provider for Innomotics, the relevant retention or engagement agreement must contain provisions that are substantially the same as the provisions applicable to the Retention Agreement including its Appendices, including but not limited to Articles 7-12 of these T&Cs as well as the representations, warranties and covenants contained in the Retention Agreement including its Appendices. No Service Provider may be engaged by the Law Firm (and Innomotics shall not be obliged to reimburse the Law Firm for any expenses incurred from such Service Providers), unless the Law Firm has complied with these conditions, or the Responsible In-House Attorney has approved in writing the engagement agreement with such Service Provider.

15. Work Product

- 15.1 The Law Firm hereby irrevocably grants Innomotics the unrestricted, perpetual, worldwide, royalty-free, exclusive, sublicensable and transferable right to use the Work Product in its original or modified form and in any known manner. This license includes all fields of use, in particular, but not limited to, the right - either by Innomotics or a third party - to reproduce, make available, publish, distribute on any medium in physical or non-physical form, exploit, translate, transform, modify, as well as the right to use online in all communication networks (Internet, etc.) and/or to use in fixed and mobile data networks and terminal devices. In addition, the right of use described above includes the right to use the Work Product in any unknown way.

"Work Product" includes opinions, briefs, documentation, reports, drafts, drawings, statements, calculations in all their intermediate and final stages in any form conceived, created, developed, produced, prepared, collected, compiled or generated by the Law Firm and its employees and subcontractors in connection with the performance of services under this Agreement.
- 15.2 The Law Firm expressly waives its right to authorship credit with respect to copyrightable material for the Work Product.
- 15.3 The publication of Work Products in tangible or intangible form with reference to Innomotics in sales brochures, advertising materials, websites or other similar documents or media or the disclosure of Work Products to third parties not affiliated with Innomotics shall require Innomotics' prior consent.
- 15.4 The Law Firm shall notify Innomotics in writing at least 60 (sixty) days in advance of destroying any material or electronically stored information deemed owned by Innomotics and, if Innomotics requests that they be preserved, shall preserve them at least one additional year. Innomotics shall bear the Law Firm's reasonable expenses for such additional storage time.

- 15.5 The Law Firm shall provide Innomotics with prompt access to (including the ability to make copies of) all the Law Firm's Work Products relating to each Matter, regardless of whether the Matter is ongoing and whether attorney fees and expenses have been paid in full.

16. Confidentiality

- 16.1 The law firm shall keep confidential (i) the existence and content of the Retention Agreement and of these T&Cs and (ii) all information it receives, in whatever form, as a result of any engagement by Innomotics. Unless required by mandatory law or previously and expressly agreed to by Innomotics in writing, the Law Firm shall not distribute or disclose any information provided to the Law Firm by or on behalf of Innomotics. In particular, the Law Firm shall not disclose any information to any other client without the express prior written consent of Innomotics. Innomotics acknowledges that the Law Firm shall be under no obligation to disclose to Innomotics or to use on Innomotics' behalf information with respect to which the Law Firm owes a duty of confidentiality to another client.
- 16.2 The Law Firm shall not confirm, deny, or comment on or off the record, in public or to the media with respect to the Matter, without the prior written consent of Innomotics to any such statement. Innomotics acknowledges that the Law Firm may have an interest in disclosing to third parties the fact that Innomotics has retained the Law Firm for a particular matter and will take that interest into account when considering the granting of its consent.
- 16.3 Upon request of the Responsible In-House Attorney, the Law Firm shall make use of the standard based encryption S/MIME (Secure / Multipurpose Internet Mail Extensions) for all e-mail communication between Innomotics and the Law Firm.

For the exchange of large amounts of data, i.e., data which cannot be transferred via S/MIME e-mail encryption, according to the above stipulations, the Law Firm shall apply the web-based encrypted file transfer service "OpenDXM GlobalX".

- 16.3 Innomotics shall not disclose the terms of this Agreement (i.e., rates) to the Law Firm's competitors. Innomotics may disclose the existence and terms of this Agreement and one or more Individual Retention Agreements, including the Law Firm's identity and compensation under the relevant agreements, to any person to whom Innomotics reasonably believes it is obliged to provide that information, such as, but not limited to, any public authorities or regulators. Innomotics may also disclose Work Products or information obtained under or in connection with a Matter to Innomotics GmbH and its affiliated entities.
- 16.4 Innomotics and the Law Firm agree that (due to the unique and proprietary nature of the information provided to the Law Firm by or on behalf of Innomotics) the unauthorized disclosure or use of such information may cause irreparable harm and significant injury to Innomotics, the extent of which would be difficult to ascertain and for which there would be no adequate remedy at law. Accordingly, the Law Firm agrees that Innomotics, in addition to any other available remedies, shall have the right to seek an immediate injunction and other equitable relief enjoining any breach or threatened breach of the Law Firm's confidentiality obligations, without the necessity of posting a

bond or other security. The Law Firm shall notify Innomotics in writing immediately upon the Law Firm's becoming aware of any such breach or threatened breach.

17. Statutory auditors

- 17.1 The Responsible In-House Attorney shall also coordinate any contact between the Law Firm and any of Innomotics' auditors (*Abschlussprüfer/ Wirtschaftsprüfer*) or other external advisors.
- 17.2 Law Firm shall provide legal assessments or similar information with respect to the Matter to Innomotics' auditors (*Abschlussprüfer/ Wirtschaftsprüfer*) or other external advisors only to the extent required by mandatory law and after having consulted the Responsible In-House Attorney.

18. Termination

- 18.1 Innomotics shall have the right to terminate the Retention Agreement by written notice to the Matter Partner at any time, with or without cause.
- 18.2 Innomotics shall not be obligated to make any payments for services in connection with the Retention Agreement if such services are provided after receipt of notice of termination by the Law Firm.
- 18.3 In the event of termination, the Law Firm shall take all necessary and reasonable measures to protect Innomotics' interests. The Law Firm shall provide assistance at the rates applicable to the Matter in effecting a transfer of responsibilities to a successor counsel or the Responsible In-House Attorney. At Innomotics' request and subject to applicable law, the Law Firm shall forward a copy of the Matter files to Innomotics or to successor counsel as Innomotics may direct.

19. Assignment

The Law Firm shall not, either in whole or in part, assign any rights, duties or obligations under these T&Cs or the Retention Agreement to any third party without the prior written approval of the Responsible In-House Attorney.

20. Disputes

- 20.1 Innomotics and the Law Firm shall use reasonable efforts to settle any disputes arising out or in connection with the Retention Agreement or these T&Cs through negotiation.
- 20.2 If the Parties are not able to reach an amicable settlement, any dispute arising out of or in connection with this Retention Agreement shall be finally settled under the rules of arbitration as agreed in the Retention Agreement.