

Convenience translation. The German version („Partnerbedingungen – Allgemeine Geschäftsbedingungen für zertifizierte Lumerax-Fachpartner“) is the legally binding version; in case of discrepancies, the German version prevails.

§ 1 Scope and subject matter

- (1) These Partner Terms apply to all contracts between DNX Ventures GmbH, Am Ausbesserungswerk 8, 80939 Munich, Germany (hereinafter "Lumerax"), acting under its Lumerax brand, and certified partners (hereinafter "Partner") concerning participation in the Lumerax partner programme, the purchase of Lumerax components and the referral of customer enquiries.
- (2) The Partner is an entrepreneur within the meaning of section 14 of the German Civil Code (BGB). These terms do not apply to consumers.
- (3) Conflicting or deviating terms of the Partner shall not become part of the contract unless Lumerax expressly agrees to them in writing.
- (4) **Relationship to the customer terms.** Deliveries and services provided by Lumerax to the Partner are additionally governed by the General Terms and Conditions of DNX Ventures GmbH in their current version (available at lumerax.de/policies/terms-of-service), including the provisions therein on conclusion of contract, delivery and force majeure. In the event of conflict, these Partner Terms prevail. The contractual relationship between the Partner and its end customer is governed exclusively by the Partner's own terms; the Lumerax customer terms do not apply to it.
- (5) Subject of the partner programme: Lumerax supplies the technology for switchable projection surfaces (PDLC film, control unit, installation material, optionally projectors), qualifies customer enquiries generated through its own marketing and forwards them to the Partner. The Partner carries out the projects in its own name and for its own account.

§ 2 Certification

- (1) Participation requires successful certification. The certification fee is a one-off €1,900 net and includes: the two-day hands-on training in Munich, the certificate, the starter kit and the listing on the partner map at lumerax.de for 24 months. No ongoing fees apply.
- (2) The certificate is issued to the business and is non-transferable. The trained person must carry out the installations or directly supervise them.
- (3) The certification fee is due upon registration for the training and is non-refundable in the event of failure or cancellation by the Partner. Lumerax may offer a one-time free retake of the examination.

§ 3 Status of the Partner; no commercial agency

- (1) The Partner is an independent business. It acts in its own name and for its own account and concludes contracts for supply and installation exclusively with its own customer.
- (2) The Partner is not a commercial agent (Handelsvertreter), commission agent or other sales intermediary of Lumerax. It is not entitled to represent Lumerax, to make declarations on its behalf or to accept payments for Lumerax. No indemnity claim analogous to section 89b of the German Commercial Code (HGB) exists.
- (3) Lumerax merely refers customer enquiries to the Partner; the Partner does not perform any brokering or selling activity for Lumerax.

§ 4 Customer enquiries (leads)

- (1) Lumerax forwards qualified enquiries (region, surface area, configurator estimate) to partners at its reasonable discretion. There is no entitlement to a particular number of enquiries or to territorial exclusivity.
- (2) The Partner contacts the customer within 48 hours of the referral and issues its quote on its own letterhead and in its own name.

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- (3) The Partner reports the status of each enquiry to Lumerax within 14 days (won / lost / open).
- (4) Referred customer data may be used exclusively for handling the respective enquiry (§ 12).

§ 5 Purchasing obligation (Bezugsbindung)

Core of the partner model: Lumerax finances marketing, leads, training and warranty through the sale of components. The purchasing obligation secures this consideration.

- (1) **Obligation to purchase.** The Partner undertakes to carry out all projects that (a) are based on a customer enquiry referred by Lumerax or (b) are offered, advertised or executed by the Partner as a Lumerax installation or using the Lumerax brand, exclusively with original Lumerax components, and to purchase these exclusively from Lumerax at the applicable partner prices. Components include in particular the switchable PDLC film, the control unit (controller & technology) and the installation material; projectors insofar as they are offered by Lumerax.
- (2) **No circumvention.** The following in particular are prohibited: the use of third-party films or third-party control systems in projects under para. 1; replicating or sourcing functionally equivalent components from third parties for such projects; diverting an enquiry referred by Lumerax to a competing product; concluding follow-up orders with the same end customer for functionally equivalent third-party components within 12 months of project completion where the initial contact was based on a Lumerax enquiry.
- (3) **Free own projects.** Projects that are neither based on Lumerax enquiries nor offered under the Lumerax brand are not subject to the purchasing obligation. There is no general non-compete obligation; the Partner otherwise remains free to distribute third-party products.
- (4) **Resale.** The resale of Lumerax components to resellers or outside a specific installation project requires the prior consent of Lumerax in text form.
- (5) **Duration.** The purchasing obligation applies for the term of the partner agreement, but no longer than five years from conclusion of the contract; upon renewal of the agreement it may be expressly agreed anew.
- (6) **Contractual penalty.** For each culpable breach of paras. 1, 2 or 4 the Partner shall pay a contractual penalty of €5,000; the defence of continuation of offence (Fortsetzungszusammenhang) is excluded. The assertion of further damages and extraordinary termination (§ 13 para. 3) remain unaffected; the contractual penalty shall be credited against any damages.
- (7) **Warranty consequence.** If third-party components are used in a project under para. 1, the Lumerax product warranty (§ 8) lapses for the entire installation insofar as the defect is attributable thereto.

§ 6 Prices, payment, annual bonus, retention of title

- (1) The partner prices of the current partner price list apply, net plus statutory VAT. Price changes will be announced in text form with four weeks' notice and do not apply to orders already confirmed.
- (2) Unless otherwise agreed, invoices are payable within 10 days of the invoice date without deduction (corresponding to clause 4 of the customer terms). For initial orders Lumerax may require advance payment. In the event of default, statutory default interest and reminder costs apply.
- (3) **Annual bonus (retroactive):** 5% from €50,000 or 8% from €150,000 annual purchases (net, calendar year) on film, control unit and installation material; projectors are excluded. The bonus is issued as a credit note in the first quarter of the following year and requires that the agreement has not been terminated as at 31 December of the bonus year.
- (4) Delivered goods remain the property of Lumerax until paid in full. The Partner may install and sell the goods in the ordinary course of business; it hereby assigns to Lumerax by way of security the resulting claims against its customer in the amount of the outstanding invoice.

§ 7 End-customer prices

End-customer prices communicated by Lumerax (in particular the "recommended end-customer price" of the partner price list and configurator estimates) are non-binding price recommendations. The Partner calculates its prices towards its customers freely and on its own responsibility. There is no obligation to observe minimum or fixed prices.

§ 8 Warranty and liability

- (1) **Lumerax product warranty:** Lumerax warrants delivered components to the Partner for 24 months from delivery in accordance with the statutory provisions (sections 434 et seq. BGB). This is conditional upon processing in accordance with the training and installation guidelines and the photo documentation under § 9. Obvious defects

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must be notified to Lumerax without undue delay, at the latest within 7 days of delivery, in text form; the inspection and notification duties under section 377 HGB remain unaffected.

- (2) **Partner installation warranty:** The Partner is solely liable to its customer for the installation work. The Partner indemnifies Lumerax against claims of its customer insofar as these are based on defective installation or advice by the Partner.
- (3) Lumerax is liable without limitation for intent and gross negligence and for injury to life, body and health. In the event of slightly negligent breach of material contractual obligations, liability is limited to the foreseeable damage typical for the contract; otherwise liability is excluded. Liability under the German Product Liability Act remains unaffected.

§ 9 Obligations of the Partner

- (1) Throughout the term the Partner maintains: a registered trade or electrical business; a qualified electrician in-house or under fixed cooperation; business liability insurance with cover of at least €3 million (proof upon request).
- (2) Installations are carried out in accordance with the installation guidelines from the training and the applicable technical directives of Lumerax. Electrical work is performed exclusively by the qualified electrician.
- (3) The Partner prepares photo documentation for each installation (before, during, after) and submits it to Lumerax within 14 days of acceptance.

§ 10 Use of the brand

- (1) During the term the Partner may use the Lumerax brand and the designation "Certified Lumerax Partner" exclusively in accordance with the Lumerax brand guidelines. Registering signs, domains or accounts containing the element "Lumerax" is prohibited.
- (2) Upon termination all rights of use end; the Partner removes the brand from its media without undue delay. The listing on the partner map is deleted.

§ 11 Confidentiality

Partner prices, the partner price list, terms, training materials and internal information are confidential and may not be disclosed to third parties – in particular end customers and competitors. This obligation continues for two years after termination.

§ 12 Data protection

- (1) The Partner processes referred customer data as an independent controller within the meaning of the GDPR, exclusively for handling the respective enquiry and any resulting order.
- (2) If no order materialises, the Partner deletes the data no later than six months after the status report "lost", unless statutory retention obligations require otherwise. Use for advertising outside the project is prohibited.

§ 13 Term and termination

- (1) The partner agreement commences upon certification and runs for 24 months. It is extended by successive 12-month periods unless terminated in text form with three months' notice to the end of the respective term.
- (2) Extension of the listing on the partner map beyond the first 24 months is free of charge for as long as the agreement is in force.
- (3) The right to extraordinary termination for good cause remains unaffected. Good cause for Lumerax includes in particular: breach of the purchasing obligation (§ 5), repeated breach of the lead obligations (§ 4), loss of the requirements under § 9 para. 1, misuse of the brand (§ 10), or default of payment of more than one invoice amount despite reminder.
- (4) Upon termination, the certification status, brand usage rights and listing lapse. The certification fee is not refunded. The Partner has no compensation or indemnity claims – in particular none analogous to section 89b HGB.

§ 14 Final provisions

- (1) The law of the Federal Republic of Germany applies, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) Exclusive place of jurisdiction for all disputes arising out of or in connection with the partner agreement is Munich, provided the Partner is a merchant (Kaufmann).

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- (3) Amendments and additions must be made in text form; this also applies to any amendment of this text-form requirement.
- (4) Should individual provisions be or become invalid, the validity of the remaining provisions remains unaffected. The statutory provision shall apply in place of the invalid provision.

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