

Convenience translation. The German version („Vermittlerbedingungen – AGB für Agentur- und Tippgeber-Partner“) is the legally binding version; in case of discrepancies, the German version prevails.

§ 1 Scope and definitions

- (1) These Referral Terms apply to all agreements between DNX Ventures GmbH, Am Ausbesserungswerk 8, 80939 Munich, Germany (hereinafter "Lumerax"), acting under its Lumerax brand, and sales partners (hereinafter "Referrer") concerning the naming of potential customers for Lumerax solutions in return for a commission.
- (2) Referrers within the meaning of these terms are: **referrers (Tippgeber)**, who name a concrete contact to Lumerax, and **agency partners**, who additionally qualify the contact and actively introduce it. Referrers are entrepreneurs within the meaning of section 14 BGB.
- (3) The Referrer is neither a customer within the meaning of the Customer Terms nor a certified partner within the meaning of the Partner Terms. If a Referrer also carries out installations, the Partner Terms apply exclusively to that activity.
- (4) Conflicting terms of the Referrer shall not become part of the agreement unless Lumerax expressly agrees to them in writing.

§ 2 Status of the Referrer; no commercial agency

- (1) The Referrer is a pure introducer (Nachweismakler/Tippgeber). Its contribution is limited to naming and, where applicable, introducing potential customers.
- (2) The Referrer is not continuously entrusted with brokering or concluding business for Lumerax. In particular, it is neither entitled nor obliged to negotiate or conclude contracts for Lumerax, to make binding declarations, to promise prices or conditions, or to accept payments. It is not a commercial agent within the meaning of sections 84 et seq. HGB; no indemnity claim analogous to section 89b HGB exists.
- (3) There is no obligation on the Referrer to refer and no obligation on Lumerax to accept. The Referrer is free to work for third parties; no exclusivity is agreed.
- (4) Quote, conclusion of contract, delivery, installation, invoicing, warranty and liability towards the customer rest exclusively with Lumerax or the executing certified partner.

§ 3 Lead registration and lead protection

- (1) Only leads registered by the Referrer in text form (e-mail to info@lumerax.de) before the customer's first contact with Lumerax, stating company, contact person and location, are eligible for commission.
- (2) Lumerax confirms or refuses the registration within 48 hours. Registration is refused if the contact is already known to Lumerax, in particular already registered, held in the CRM or in negotiation. The time of receipt is decisive; where the same contact is registered several times, the first registration prevails (priority principle). No double commission is paid.
- (3) Lead protection applies for 6 months from confirmation. If a contract between the customer and Lumerax or a certified partner is concluded within this period, the lead is eligible for commission; thereafter the protection lapses.

§ 4 Commission

- (1) The commission is: **5%** for referrers (naming of the contact) or **8%** for agency partners (qualification and active introduction, e.g. arranging an appointment). Classification takes place upon confirmation of registration. Deviating individual agreements require text form.
- (2) The assessment basis is the net order value of the referred customer's **first** project (excluding VAT, excluding travel costs and pass-through items). Follow-up projects and follow-up orders do not carry commission.
- (3) The commission claim arises when (a) the contract with the customer has been concluded within the lead-protection period, (b) the project has been fully carried out and (c) the customer has paid the order value in full. If the project is not carried out or not paid, no claim arises; in the event of partial payment following a mutually agreed change of order, the assessment basis is reduced accordingly.

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- (4) If the project is carried out and invoiced by a certified partner, the net order value is the net project value invoiced by the partner to the customer insofar as known to Lumerax; otherwise the estimate of the Lumerax quote.
- (5) Settlement is made, at the Referrer's option, by commission invoice or by credit-note procedure (self-billing, section 14 (2) sentence 2 UStG). Payment is made within 14 days of the invoice or credit note, in each case plus statutory VAT where applicable.
- (6) Payment of the commission settles all claims of the Referrer arising from the referral; no reimbursement of expenses is owed.

§ 5 Obligations of the Referrer

- (1) The Referrer acts transparently as an intermediary towards potential customers and does not create the impression of being authorised to represent Lumerax.
- (2) It uses exclusively the current materials and price guidance provided by Lumerax and makes no promises of its own regarding prices, dates or characteristics.
- (3) It complies with competition law (in particular the German Act against Unfair Competition, UWG) when approaching contacts; unsolicited advertising calls or e-mails without the recipient's consent are prohibited.
- (4) It passes on contact data of potential customers only if entitled to do so and if the contact agrees to the transfer to Lumerax (Art. 6 GDPR). Both parties process personal data as independent controllers.
- (5) Use of the Lumerax brand is permitted only in the form approved by Lumerax and ends upon termination of the cooperation.

§ 6 Confidentiality

The terms of this cooperation, non-public price information and information about registered leads must be treated confidentially. This obligation continues for two years after termination.

§ 7 Term and termination

- (1) The cooperation runs for an indefinite period and may be terminated by either party at any time with one month's notice in text form. The right to extraordinary termination remains unaffected.
- (2) For leads already registered and confirmed at the time of termination, lead protection and the commission claim remain in force under these terms.
- (3) No further claims arise from termination – in particular no compensation or indemnity claims analogous to section 89b HGB.

§ 8 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) Place of jurisdiction is Munich, provided the Referrer is a merchant (Kaufmann).
- (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.

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