

Reference Customer Agreement

between

d.velop AG,
Schildarpstraße 6-8,
48712 Gescher, Germany
(hereinafter referred to as "d.velop")

and

<contact name>,
<street address>,
<ZIP code, city>
(hereinafter referred to as "Customer")

d.velop and the companies associated with it according to Article 15 et seq. of the German Companies Act (AktG) are granted the nonexclusive, spatially unlimited right to utilize the Customer's reference in the scope defined below in electronic or printed format for in- /external marketing, advertisement or sales purposes, including e.g. presentations, offers, brochures, trade shows and on the Internet, including social media, free of charge for the duration of the business relationship. As part of using the reference, d.velop shall have the right of reproduction, the distribution right and the right to make the reference available to the public.

Utilization of the reference shall in particular include (please check applicable items):

- ☒ **Use and reference to logos/brands:** d.velop shall be permitted to use the company name/logo/ brand of the Customer (in particular in print/online media, at events).
- ☒ **Quotes:** A Customer quote shall be devised in cooperation with the Customer to characterize the business relationship and/or the products
- ☒ **Brief announcement:** Permission to publish brief announcements (in particular in print/online media, at events).
- ☒ **Success story:** d.velop shall have permission to create a 'reference customer report' that depicts the successful use of d.velop solutions at the Customer
- ☒ **Video:** d.velop creates a 'reference video' in cooperation with the Customer
- ☒ **Phone calls with prospects:** Requests for information by prospects etc. shall be answered upon agreement
- ☒ **Reference visits:** Visits with prospects shall be made upon agreement

Quotes, success stories or videos can only be used as a reference upon previous Customer approval. d.velop shall deliver to the Customer the final quotes, success stories or videos for approval. Approval for use shall require permission in text form (Article 126b of the German Civil Code (BGB)) of the Customer. Quotes, success stories or

videos previously approved by the Customer may be reused as a whole or in part without further approval. This also extends to translations into other languages for international use.

If personal data of the Customer's staff is collected, processed or used as part of reference customer activities, the Customer shall assist d.velop in obtaining the required approvals of the employee(s) in question.

The Reference Customer Agreement can be cancelled in writing (Article 126 BGB) at any time. After cancellation, d.velop shall ensure within a reasonable period that the reference will no longer be used in the future, excluding previously printed materials. Any claims to destruction or release of physically created materials, in particular printed materials, shall be excluded.

The Customer confirms that neither the existing customer relationship with d.velop nor the use of any d.velop products represents confidential information or business secrets. d.velop is permitted to point out that the Customer is utilizing d.velop products, in particular in advertisements.

Upon signing this Reference Customer Agreement, the Customer confirms that they are the rightful owner or representative legally authorized to dispose of brands, logos and other supplied materials copyrighted or protected by trademark; they also declare that granting the rights of use of the reference does not infringe upon the rights of third parties and to indemnify d.velop from any claims of third parties upon the first request issued by d.velop.