

DAIMLER

Framework Agreement

on the use of the **eDocs** IT application

between Supplier

Supplier No.

- referred to hereinafter as "Partner" -

and

Daimler AG
Mercedesstr. 120
D-70372 Stuttgart

- referred to hereinafter as "Daimler" -

- Partner and Daimler referred to hereinafter as the "Parties" -

1 Subject Matter of the Agreement

- 1.1 The Parties are introducing eDocs with the intention of establishing paperless exchange of business correspondence and other declarations of intent with one another and/or between an affiliated company of Daimler (according to § 15 of the German Stock Corporation Act (AktG)) and Partner and/or an affiliated company of Partner (according to § 15 of the German Stock Corporation Act (AktG)) in electronic form, in order to intensify process integration.
- 1.2 With the eDocs IT application operated by and on the premises of Daimler, Daimler provides the Partner and its affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)) with direct access, via the internet, to purchasing documentation addressed to the partners and/or their affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)); both Daimler itself and/or one of its affiliated companies (according

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to § 15 of the German Stock Corporation Act (AktG) may also make legally binding declarations of intent by the same means. For these purposes, purchasing documentation is defined in particular as inquiries, orders and sales agreements. Partners and/or their affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)) in eDocs use the same method to respond "online", by means of a secure data connection, to that documentation sent to them, with declarations of intent in the form of offers and confirmations of acceptance of an order or of a sale.

- 1.3 There are no statutory formal requirements for the declarations of intent or contracts which are typical of these purchasing transactions. The Parties and their affiliated companies (§ 15 of the German Stock Corporation Act (AktG)) therefore intend to use eDocs for all legally binding declarations of intent.
- 1.4 eDocs does not as yet make use of an electronic signature; however, even in the absence of electronic signatures, the organizational and technical measures taken mean that eDocs guarantees the legally valid processing of transactions in the course of business, which, in practical terms, is equivalent to the conventional exchange of business documentation.
- 1.5 In view of the innovative nature of the application and in order to clarify the legal effect of those documents created using eDocs, the Parties have concluded the following agreement in their own name and in the name of their affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)). Otherwise, all other underlying organizational and legal conditions remain unaffected by the use of eDocs.
- 1.6 The term "Daimler" in the following agreement includes Daimler affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)). The term "Partner" also includes Partner affiliated companies (according to § 15 of the German Stock Corporation Act (AktG)), insofar as purchasing documentation has been concluded between these companies.

2 Access

The eDocs application is accessed by means of the Daimler Supplier Portal (<https://supplier.daimler.com>). This portal provides Partners with secure and standardized access to all of those applications authorized for the particular Partner. The Daimler Supplier Portal provides for decentralized administration on the Partner's premises. Only that administrator named by the Partner and registered in the portal shall be entitled to enable or to deactivate new eDocs users for the Partner at any time.

3 Legally binding nature of declarations made

- 3.1 All purchasing documentation - in particular inquiries, orders and sales agreements - sent via eDocs to the Partner's registered eDocs users shall be declarations of intent legally binding upon Daimler in respect of the content as it is framed, even without a signature.
- 3.2 Offers submitted electronically by the Partner's registered eDocs users shall be legally binding upon the Partner. Similarly, actuation of those functions available in eDocs by one of the Partner's registered users shall constitute binding confirmation of the acceptance of orders or of sales agreements. In such an instance, reservations may be documented in express form only.

4 Data security

- 4.1 Daimler shall take effective technical and organizational measures to ensure that
 - only eDocs users registered for the Partner by means of a valid user ID, in

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combination with the associated valid password, are able to gain access to eDocs and that data made available in eDocs is not accessible to third parties or available for manipulation by third parties,

- secure access to eDocs is provided by means of the HTTPS protocol in use in particular,
- none of the electronic documents can be amended after they have been sent to the Partner or to Daimler in eDocs,
- only the Partner's registered eDocs users are able to gain access to offers not yet submitted and in temporary storage and to internal processing notes in the fields designed for that purpose.

Every process in eDocs, in particular confirmations and offers, shall be recorded and stored with the ID of the user creating it. This record shall be used exclusively as evidence of the content and of the fact that legally binding declarations of intent were actually submitted, in the event of differences of opinion arising between the Parties on such matters. Both Parties shall expressly accept this evidence, even for the purposes of any possible legal dispute.

4.2 The Partner shall take organizational measures to ensure that

- only people entitled to submit legally binding declarations of intent in the Partner's name using eDocs shall be granted authorized status for eDocs by the registered administrator in question,
- the user IDs and passwords created for eDocs are accessible only to those members of staff granted authorized status for eDocs by the administrator,
- members of staff granted authorized status for eDocs undertake to observe confidentiality in their treatment of user IDs and of the associated passwords and not to disclose same to third parties,
- user IDs known to members of staff leaving the service of the Partner or to members of staff who, for other reasons, are to be denied access to eDocs, are deactivated automatically and without undue delay.

5 Archiving and retention periods

The Parties agree to continue to assume responsibility themselves for compliance with those statutory or other retention and archiving obligations relevant to commercial documentation. eDocs documents may be printed out or downloaded for use as supporting evidence.

6 Time and scope of use

eDocs shall be used in business dealings between Daimler and the Partner once the Partner's administrator has enabled the eDocs users.

7 Data protection

The personal information gathered in connection with the setting up of the eDocs application will be used exclusively for user administration and to ensure that the application is run properly and securely. This data will not be processed or used for any other purpose. Any personal information gathered in connection with the use of eDocs will be processed and used - without exception - in accordance with the provisions of the German Data Protection Act.

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8 Disputes

The present Agreement is founded upon mutual trust and a long-standing business relationship. The Parties shall endeavor to reach an amicable agreement on any differences of opinion which may arise.

9 Term of the Agreement

The present Agreement shall be valid for an indefinite period and shall enter into force when it is signed by both Parties. Either Party shall be entitled to terminate it at four weeks' notice at any time.

10 Other provisions

- 10.1 Written form shall be required for amendments and additions to the present Framework Agreement. Ancillary agreements in verbal or electronic form shall be invalid.
- 10.2 Should any provision of the present supplementary agreement be or become invalid, this fact shall not affect the validity of the remaining provisions. However, the Parties shall replace the invalid provision with a valid provision whose effect comes as close as possible to the economic content of the original provision.
- 10.3 The present Agreement shall be governed by German law exclusively, excluding the application of conflict of laws provisions and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980.
- 10.4 The exclusive place of jurisdiction for all disputes arising from or in connection with this contractual relationship is Stuttgart (Mitte), Germany. Each Party may however also be sued at its general place of jurisdiction.

Daimler AG



ppa. Stauner-Peittl



ppa. Angermann



i.V. Jäger

Stuttgart, 03.09.2020

Partner

Place, date

signature (plus in readable script)

Initials: _____/_____