

**Amendment of General Terms of Sale of Skeleton Technologies GmbH
for the Sale of Prototypes**
Applicable to Buyers Located in Germany
(July 2024)

1. Scope and Applicability. This Amendment to the General Terms of Sale of Skeleton Technologies GmbH (“GTS”) applies exclusively to the sale of Prototypes and supersedes any conflicting provisions elsewhere in the GTS. “**Prototype**” refers to: (a) Preliminary or development-stage versions of products created and manufactured by the Seller for testing or evaluation purposes; and/or (b) Examples of proprietary substances, including patented chemicals, specialized materials, and confidential formulations manufactured by the Seller for testing and evaluation purposes.

2. Purpose of Prototypes Sale. Prototypes are sold solely for testing and evaluation by the Buyer’s, including to internally assess design, functionality, suitability, and to provide feedback to the Seller for further research or development. The Buyer is prohibited from using Prototypes for any other purpose, including any use in the course of a commercial activity or resale.

3. Limited Quantity and Price. The quantity of Prototypes available for sale is limited to what is necessary for the testing and evaluation purpose. The price does not include the cost of curved graphene (a proprietary material undergoing research and development by the Seller), which, if used in the Prototype, is delivered by the Seller without special charge strictly for testing purposes of the Prototype as a whole and on the condition that the Buyer will not extract it from the Prototype.

4. Exceptions and Modifications for Prototype Sales. The following provisions are specifically applicable to the sale of Prototypes:

(a) Section 12 „Intellectual Property “of the GTS is modified as follows:

“12.1 All intellectual property rights, including (i) patents, patent disclosures, and inventions (whether patentable or not), (ii) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith, (iii) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases, (iv) trade secrets, know-how, and other confidential information, and (v) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world, (“Intellectual Property Rights”) in any goods, services, and any documents, work product, software and other materials that are delivered to Buyer hereunder, incorporated into the goods or services, or prepared by or on behalf of Seller in the course of performing the Agreement, shall remain the exclusive property of Seller or its licensors. If Buyer acquires any Intellectual Property Rights in or relating to any goods, services or other deliverables by operation of law, or otherwise, such rights are deemed and are hereby irrevocably assigned to Seller or its licensors, as the case may be, without further action by either of the parties.

12.2. Subject to payment in full by the Buyer of the Prices in compliance with this Agreement, Buyer shall have a limited, non-exclusive, non-transferable, non-sublicensable, royalty free, worldwide license to Seller’s Intellectual Property Rights solely to the extent reasonably required for the Buyer to internally evaluate the properties of the Prototypes for potential use in the Buyer’s application. The Buyer may not use, reproduce, sell, or otherwise distribute Prototypes without the prior written approval of the Seller.”.

(b) Section 14, “Liability” in the GTS is modified to include that the Seller assumes no liability for any direct or indirect loss, claim, damage, or liability arising from or relating to the use, handling, or storage of the Prototype, except the liability

- (1) for damages of live, body and health,
- (2) for damages caused by gross negligence or willful violation of duty by the seller and
- (3) for violation of cardinal duties whose fulfillment forms the basis for a proper execution of the contract and on whose fulfillment the Buyer may regularly rely, up to the amount of typically foreseeable losses in comparable transactions,
- (4) under the German Product Liability Act.

The Buyer acknowledges the experimental nature of Prototypes and assumes any and all associated risks.

(d) The Buyer shall indemnify the Seller against all actions, losses, liabilities, damages, claims, costs, charges, demands, and expenses arising from or relating to any property loss or damage, or injury or death to any person, including employees of the Seller, and the sale of the Prototypes for which the Seller is not liable.

(e) Section 15 "Buyer's Rights Regarding Defective Goods" in the GTS is not applicable to Prototype sales, except clause 15.4. SELLER MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROTOTYPES. All Prototypes are sold "as-is," in their actual quality and state, which the Buyer hereby expressly acknowledges and all Prototype sales are final, so that the Buyer shall not be entitled to reject the Prototypes as delivered by the Seller after their purchase. In instances where there is a discrepancy between the quantities ordered and delivered the Buyer shall inform the Seller within 14 days.

5. Buyer Obligations. In addition to any other obligation under the GTS, the Buyer shall:

- (a) Adhere to the Seller's guidance on Prototype installation, operation, storage, usage, and maintenance;
- (b) Refrain from modifying, altering, or repairing the Prototypes;
- (c) Not distribute the Prototypes or reveal their details to third parties;
- (d) Avoid mishandling, abusing, misusing, negligently storing, servicing, or operating the Prototypes, including use with incompatible equipment or non-standard connections; and
- (e) Accept full responsibility for the Prototypes' safe use, operation, and application.