

General Terms and Conditions of SHF Communication Technologies AG

as of October 2021

Section I - General Provisions

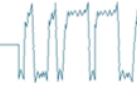
1. Legal relations between SHF Communication Technologies AG (hereinafter „SHF“) and the Customer in connection with supplies and/ or services of SHF (hereinafter “Supplies”) shall be solely governed by this General Terms and Conditions (hereinafter „T&C“). The Customer’s general terms and conditions shall apply only if expressly accepted by SHF. These T&C also apply to all future business between the parties. The scope of delivery shall be determined by congruent mutual written declarations.
2. SHF reserves any industrial property rights and/ or copyrights on all documents, in particular: quotations, descriptions, manuals, data-sheets, drawings and other documents (hereinafter “Documents”) provided to the Customer in the context of the contract. These Documents shall not be made accessible to third parties without prior express written consent of SHF. The prohibition not to make documents accessible to third parties does not apply to documents that have already been made publicly accessible by SHF.
3. The Customer has the non-exclusive right to use standard software and firmware, provided that it remains unchanged, is used within the agreed performance parameters and on the agreed equipment.
4. SHF is entitled to partial deliveries unless they are unreasonable to accept for the Customer.
5. Offers by SHF are always non-binding unless they are limited in time. Accepted orders or confirmations are the basis of the contract and decisive for the scope of the delivery. This also applies if the customer has asked SHF to submit a specific offer. Orders placed by the Customer are binding for the Customer and are deemed to have been accepted upon submission of the order confirmation or upon provision of the relevant service by SHF. Subsidiary agreements and changes must be confirmed by SHF. If the order represents an offer within the meaning of Section 145 BGB, SHF is entitled to accept this within a period of two weeks.
6. Product descriptions and data-sheets do not apply as a guarantee without a separate written agreement.

Section II - Prices, Terms of Payment and Set-Offs

1. All relevant prices are subjected to respective agreement between SHF and the Customer. Unless otherwise agreed all prices are FCA (INCOTERMS 2020), Wilhelm-von-Siemens-Str. 23D, 12277 Berlin, Germany. Orders for which fixed prices have not been expressly agreed will be charged at the list prices valid on the day of delivery.
2. If SHF is also responsible for assembly and installation the Customer shall - unless otherwise agreed - pay the agreed payment and any incidental costs required, e.g. reasonable travelling and transport costs as well as allowances. In case of doubt, SHF can request a reimbursement of its employees reasonable travel expenses on the basis of the German Federal Travel Expenses Act (BRKG).
3. Unless otherwise agreed, the only method of payment is transfer to an account specified by SHF. Transfer costs and, if applicable, costs for foreign currency payments are borne by the customer. Payment with a check is only permitted with the explicit prior consent of SHF. SHF can demand full prepayment from the customer. Payments of the customer are always credited first to interest receivables, cost and then to the customer’s oldest open main receivable. SHF retains the right to refuse a payment if the Customer determines a different set-off.
4. The Customer is not allowed to offset against disputed or not legally binding accounts.

Section III - Retention of Title

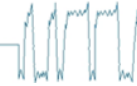
1. Objects of delivery (hereinafter “Retained Goods”) shall remain the property of SHF until each and every claim, including conditional and subsidiary claim maintained by SHF towards the Customer on account of the business relationship has been satisfied. Until the transfer of ownership, the Customer must treat the Retained Goods with care, insure them appropriately and, if necessary, fulfill required service and maintenance at his own expense. If the combined value of SHF’s security interests exceeds the value of all secured claims by more than 10%, SHF shall release a corresponding part of the security interest if requested by Customer. SHF is allowed to choose which security interest is to be released.
2. For the duration of the retention of title the Customer may not pledge the Retained Goods or use them as security. Resale shall be possible only for resellers in the ordinary course of business and on condition that the reseller would receive payment from their customer or makes the transfer of property to the customer dependent upon the customer fulfilling its obligation to effect payment.
3. a) In case of reselling Retained Goods by the Customer, he assigns to SHF all claims arising from resale including but not limited to any collateral rights and all balance claims as security without any further special declarations being necessary. The Customer is entitled and obligated to collect assigned account.



- b) If the Retained Goods are sold on together with other objects and no individual price has been settled with respect of the Retained Goods, customer shall assign to SHF such part of the overall price which is equal to the amount invoiced by SHF for the Retained Goods.
4. a) The Customer may process, merge or combine Retained Goods with other items. Any processing is always made for SHF. The Customer shall handle and keep safe the new items thus created for SHF with the care of a prudent businessman. The retention of title also covers the new items.
- b) SHF and the Customer agree that in case of processing, merging or combining Retained Goods with other items not belonging to SHF, the Customer assigns in advance its ownership or co-ownership rights to SHF.
- c) The provisions of Section III (3) shall also apply to the new items. Assignment shall only apply to the amount corresponding to the value invoiced by SHF for Retained Goods that have been processed, merged or combined.
5. Until further notice the Customer may collect assigned accounts relating to resale. SHF is entitled to withdraw permission in case of substantial reason including but not limited to payment delay and stoppage, start of insolvency proceedings, bill protest or indication of excessive indebtedness or imminent insolvency. After expiration of an additional period SHF may unveil the assignment, realize the assigned claims and demand Customer to inform their purchaser of the assignment.
6. The Customer shall inform SHF of any seizure or other act of intervention by third parties. If a reasonable interest can be proven, the Customer shall provide SHF with all information and/ or documents necessary to assert the claims of SHF against purchaser.
7. Where Customer fails to fulfill his duties or otherwise violates his obligation, expressly in the event of default in payment, SHF is entitled to withdraw from contract and take back the Retained Goods provided that Customer was given an appropriate period of time before. The statutory regulations concerning the dispensability of the fixing of a time-limit shall remain unaffected. The Customer shall be obliged to return the Retained Goods. Taking back or seize the Retained Goods or exercise retention of title by SHF does not constitute withdrawal of contract unless otherwise declared.
8. If the Customer is based in another legal system and the principle of retention of title is unknown to this legal system, the Customer undertakes to provide SHF with security that corresponds to the retention of title insofar as it grants SHF a real right to the real right (security in rem) and to support SHF in every respect when ordering or making use of this security in rem.

Section IV - Terms of Delivery, Default

1. All terms of delivery and/ or services or deadlines are only binding if they have been confirmed at least in text form in accordance with § 126b BGB by SHF. The customer also has to provide an e-mail address for electronic communication. The last address provided by the customer is the delivery address for declarations and notices under this contract or relevant to the contract. The customer can send declarations relevant to the contract to the e-mail address sales@shf-communication.com.
2. Compliance by SHF with the periods for Deliveries and/or Services requires that all obligations of the Customer are fulfilled properly and in due time, in particular, that all documents, approvals and releases to be furnished by the Customer are received by SHF in time, and that such other obligations are satisfied which are required for the Deliveries and/or Services by SHF to be carried out properly and in due time.
3. If failure to comply with any terms of delivery caused by
 - a) force majeure including but not limited to mobilization, war, act of terror, riots, significant restrictions due to pandemic situations or similar events (e.g. strikes or lockouts);
 - b) Virus, DDoS-or other attacks on SHF's IT-System occurring despite exercising protective measures;
 - c) barriers arising from German, US or otherwise applicable national, EU or international rules of foreign trade law or from other circumstances SHF is not responsible for; or
 - d) an event of delayed or improper delivery to SHF by third supplierthe terms of delivery shall be extended accordingly.
4. Subsequent modifications or additions to the contract introduced by the Customer and agreed between him and SHF shall cause schedules and deadlines already agreed upon to be extended accordingly.
5. With consent of SHF, the dispatch or delivery can be postponed by more than one month on the Customers request. SHF may charge the Customer, for every additional month commenced, storage costs of 0.5% of the price of items stored, but no more than a total of 5%. SHF reserves the right to continue dispatch or delivery with a reasonable period of notice.



Section V - Passing of Risk

1. If the purchaser demands shipment of the goods and nothing else was agreed with regard to transportation, the risk of loss or damage to the goods passes to the purchaser upon dispatch.
2. If, in addition to delivery, installation or assembly is included in the performance of SHF, SHF can - with consent of the customer - deliver the goods prior to installation or assembly. With delivery to the Customer's facility, the risk of accidental loss and accidental deterioration of the goods is transferred to the Customer. The Customer must take appropriate measures to store the delivery securely and protected it from access by third parties and other harm until installation or assembly is complete.
3. In the event of default in acceptance or any other culpable breach of duty to cooperate on the part of the Customer, SHF is entitled to demand compensation for the resulting damage, including any additional expenses. SHF reserves the right to make further claims. In this case, the risk of accidental loss or accidental deterioration of the goods is transferred to the Customer at the time of default in acceptance or any other breach of duty to cooperate.

Section VI - Assembly and Installation

1. If assembly, installation or commissioning is delayed as result of circumstances SHF is not responsible for, the Customer shall bear reasonable costs for standby-time and additional all necessary traveling expenditures of installation personnel.
2. The Customer is obliged to contribute what is necessary for the Assembly and Installation. This includes, in particular, the granting of access to the location of the service, the measurement, test or application object, the providing required information and data in a form that can be used by SHF, and the preparation of sufficient conditions for the execution of the Assembly and Installation Service within the scope of what is locally and factually possible.
3. If the approval of third parties is to be obtained for the implementation of the Assembly and Installation service, it is the responsibility of the Customer to obtain it.
4. The customer must instruct the SHF employees who are involved in the implementation of the Assembly and Installation on site in the relevant work and safety regulations and point out particularly dangerous situations. If the Assembly and Installation is carried out in or on a facility belonging to the Customer and special protective equipment is required in this context, the Customer must provide this free of charge for the performance of the service and monitor correct use.
5. If SHF employees need to have access to equipment, systems or other facilities of the Customer for the performance of the Assembly and Installation, the Customer must first point out the special characteristics of his facilities (e.g. special sensitivity or high susceptibility to damage), instruct about

necessary protective measures and ensure compliance with them. The Customer informs about special protective measures to be taken by SHF before the Assembly and Installation.

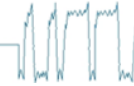
6. If changes or other interventions in the Customer's devices, systems or other facilities are required for the purpose of preparing or performing the Assembly and Installation and these are carried out with the Customer's consent, SHF and is not liable for any adverse consequences or damage resulting from these interventions to the Customer property or interests.

Section VII - Acceptance

Acceptance may not be refused due to minor defects. The start of use equates to an unconditional acceptance.

Section VIII - Defects as to Quality

1. Defective parts or defective services shall be, at SHF's option, repaired, replaced or provided again free of charge provided that cause of defect was present at passing of risk.
2. SHF shall be given the opportunity to repair or replace the defective products within a reasonable time period. Generally, the Customer is obliged to grant SHF two attempts. If repair or replacement is unsuccessful, the Customer is entitled to withdraw from contract or reduce the amount of payment. Any claims for damages the Customer is entitled to according to Section VIII (9) shall be unaffected.
3. All statutory warranty claims expire within 12 months from the transfer of risk. The same shall apply mutatis mutandis to withdrawal and reducing of payment. These terms shall not apply where longer periods are mandatory prescribed by law, in case of intent, fraudulent concealment of defectiveness or non-compliance with guaranteed characteristics. Legal provisions regarding suspension and recommencement of limitation periods shall be unaffected.
4. The prerequisite for any warranty rights of the Customer is his proper fulfillment of all inspection and complaint obligations owed in accordance with Section 377 of the German Commercial Code (HGB).
5. There shall be no claims based on defectiveness in cases of minor deviations from agreed quality with no or only insignificant impairment of usability, natural wear and tear or damages arising, after passing of risk, from defecting and negligent treatment, improper use (without attention to instructions, manuals and directions given by SHF), excessive strain, unsuitable equipment or particular external influences that are not preconditions in accordance with the contract or from non-reproducible software errors. Claims based on defectiveness attributable to improper modification or maintenance are likewise excluded.
6. The Customer shall have no claim with respect to expenses incurred in the course of supplementary performance,



including but not limited to costs of travel, transport, labor and material, provided that expenses are increased due to Customer transported merchandise to another location than his office unless transport complies with its intended use.

7. Product descriptions do not apply as a guarantee without a separate written agreement. In the case of updates, upgrades and new version deliveries which are provided by SHF at no charge, the claims for defects are limited to the features of previous version status.
8. Changes or extensions to the delivered items that the Customer carries out himself or through third parties do not allow the Customer to claim for defects unless the Customer can prove that the change or extension was not the cause of the defect. SHF is also not responsible for defects that can be traced back to improper operation and operating conditions or the use of unsuitable equipment by the Customer.
9. SHF can refuse supplementary performance until the Customer has paid the agreed remuneration, minus a part that corresponds to the economic significance of the defect.

Section IX - Industrial Property Rights and Copyrights; Defects in Title

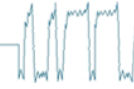
1. Unless otherwise agreed, SHF shall provide the Supplies free from third parties' industrial property rights and copyrights (hereinafter: "IPR") only with respect to the country of delivery. If a third party asserts a justified claim against the Customer based on infringement of an IPR by the Supplies made by SHF and used in accordance with contract, SHF shall be liable to the Customer within the term referred to in Section VIII (3) as follows:
 - a) SHF shall choose whether to obtain, at own expense, the right to use the IPR with respect to the Supplies concerned or whether to modify the Supplies in such way that they no longer infringe the IPR or replace them. If this would be impossible for SHF due to unreasonable conditions, the Customer may withdraw from contract or reduce the amount of payment according to statutory regulations.
 - b) SHF's liability to pay damages is governed by Section XII.
 - c) Any obligation stated in Section IX shall apply only if the Customer (i) immediately notifies SHF of any such claim asserted by third party in written form, (ii) does not recognize the existence of an infringement and (iii) leaves any protective measures and out of court settlements to SHF's discretion. If the Customer stops using Supplies in order to reduce damage or for other good reason, he shall be obliged to inform the third party that the suspension of use does not involve any acknowledgement of the alleged infringement.
2. Claims of the Customer shall be excluded if (i) he is responsible for infringement of IPR, (ii) the infringement of IPR is caused by specification made by the Customer or by a type of use not foreseeable by SHF or (iii) the Supplies have

been modified by the Customer or being used together with products not provided by SHF.

3. In addition, Section VIII (4) shall apply with regard to claims of the Customer against SHF pursuant to Section IX(1[a]).
4. Where other defects in title occur, Section VIII shall apply accordingly.
5. Any other claims of the Customer against SHF or its agents or any such claims exceeding the claims provided for in Section IX, based on defect of title, are excluded.

Section X - Conditional Performance and Export Control

1. The performance of this contract is subject to absence of any impediments or barriers under German or applicable EU or international rules of foreign trade law or any embargos or other sanctions.
2. The Customer shall provide all information and documents required for export, transport and import purposes.
3. Certain goods may be subject to German, European and / or US export control regulations. The Customer is solely responsible for compliance with the relevant provisions in the event of onward delivery to a third country. Upon request of SHF, the customer has to disclose the designated end user of the relevant items and inform SHF within three weeks about the final place of use of the purchased items. SHF can also demand other information or declarations that it requires to fulfill statutory export control obligations or internal risk-control or compliance rules.
4. SHF can withhold any delivery until the Customer fulfills its obligation under section X.3. SHF can terminate the contract if the Customer fails to comply providing the requested information after another notice period of three weeks. In this case, the Customer has to reimburse SHF for its expenses and its loss of profit.
5. SHF is also allowed to terminate the contract without notice if the Customer or a third party with close personal or economic ties (in particular corporate ties) to the Customer or the intended end-user is sanctioned by Germany, the EU, the US or any other country or international organization. The same applies if the Customer, the connected third party or the intended end-user is a subject of an ongoing sanction process.



Section XI - Impossibility of Performance, Adaption of Contract

1. In case of delivery is impossible, the Customer is entitled to demand damages unless SHF is not responsible for impossibility. The Customer's claim for damages is, however, limited to an amount of 10% of the value of that part of Supplies which cannot be used for the purposes of contract due to impossibility. This limitation shall not apply if liability is based on intent or gross negligence or injury to life, body and health and shall not reverse the burden of proof to the disadvantage of the Customer. The right of withdrawal shall be unaffected hereby.
2. Where events within the meaning of Section IV(3a-3c) substantially change economic importance or content of Supplies or considerably affect SHF's business operation, the contract shall be adapted acting appropriately and in good faith. If this appears not possible on economic acceptable conditions, SHF shall have the right to withdraw from contract. The same applies, if required export permits are not granted or cannot be used. SHF is obliged to inform the Customer immediately of its intention to withdraw from contract even if extension of delivery period has previously been agreed with the Customer.
3. The rules of this section only apply if the customer's claim for compensation is not already excluded or limited by the rules of Section XII.

Section XII - Other Claims for Damages

1. Unless otherwise provided by rules of General Terms of Conditions, the Customer shall have no claim for damages based on whatever legal reason, including infringement of duties arising in connection with the contract or any tortious act.
2. This does not apply if liability is based on
 - a) German Product Liability Act (Produkthaftungsgesetz);
 - b) Gross negligence or Intent;
 - c) Fraud;
 - d) Failure to comply with a guarantee granted;
 - e) Culpable injury of life, boy and health;
 - f) Negligent breach of fundamental obligations of contract whose fulfillment shapes the contract and in which the Customer normally may trust.
3. To the extent the breach of contract is unintentionally, SHF's liability arising from a breach of fundamental condition of contract shall be limited to the compensation of the typical damage foreseeable on conclusion of the contract.
4. SHF is liable for damage due to lack of guaranteed properties up to the amount that was included in the purpose of the guarantee and that was recognizable to SHF when the guarantee was given
5. The Provisions stated in Section XII shall not reverse the burden of proof to the disadvantage of the Customer.

Section XIII - Place of Jurisdiction; Applicable Law; Place of performance; Language of Contract

1. Sole and exclusive venue for all disputes arising directly or indirectly out of or in connection with this contract shall be Berlin, Germany. SHF is also entitled to file a lawsuit at court responsible at the customers headquarter.
2. The contract and its interpretation shall be exclusively governed by German law, without regard to its conflict of law principles. The rules of the United Convention on contracts for the International Sale of Goods (CISG) are excluded. German law shall also apply on the use of agents, agency and representation.
3. Unless otherwise agreed, the place of performance for all obligations under this contract shall be Berlin, Germany.
4. The contract languages are German and English. All declarations and notices under and in connection with the contract must be made in one of these two languages.

Section XIV - Severability Clause

Should individual provisions of this General Terms and Conditions be legally invalid, the remaining provisions will be binding. This shall not apply if it would constitute an unreasonable hardship for one of the parties to be obligated to continue the contract.