Service Agreement

Outreach and Learning Support in Secondary Schools for the Girls Go STEM Project

Company EIT RawMaterials GmbH
Registered Office Knesebeckstr. 62, 10719 Berlin, Germany
Phone +49 30 263 66 46 60· email info@eitrawmaterials.eu
VAT-ID DE301692026

This service agreement ("Agreement") is made by and between:

1. EIT RawMaterials GmbH, a limited liability company under German law, having its registered place of business at Knesebeckstr. 62, 10719 Berlin, Germany ("**the client**" or "**contracting entity**");

   and

2. [Full name service provider], a [legal form] under [country] law, having its registered place of business at [address, zipcode, country], [VAT number service provider] ("**contractor**");

The client and the contractor hereinafter referred to each a "**Party**" and collectively the "**Parties**".

PREAMBLE

A. The client's funding originates, amongst others, from the European Institute of Innovation & Technology ("**EIT**"), which is a body of the European Union ("**EU**"). With this funding, the client promotes innovation, entrepreneurship and education in the raw and advanced materials sector.
B. As the client uses public money, certain (additional) obligations towards the EIT and other EU bodies need to be complied with. The client also has to impose some of these obligations on external partners, such as the contractor.
C. As the client uses public money, the services to be performed under or in connection with this Agreement (the "**services**") have been the subject of a tender procedure to select the contractor. The contractor participated and submitted an offer, on the basis of which the client selected the contractor to provide the services.
D. The client wishes to enter into this Agreement with the contractor as the contractual basis for the provision of services as described herein.
E. The contractor wishes to provide the services as described in this Agreement to the client, and the contractor confirms to have all capabilities to do so.
F. This Agreement describes the terms and conditions that apply to the provision of the services.

Article 1 - Performance of the Services, subcontracting

1.1. The contractor shall perform the services that are specified below. The contractor shall do so during the period 2026-2028 in the following region:
[Lot 1: Baltics - Estonia, Latvia, and Lithuania / Lot 2: Finland]

- Recruit secondary school teachers and students to complete the Girls Go STEM programme.
- Train teachers and facilitators to guide girls through the online courses.
- Support schoolteachers in delivering the learning programme to girls aged 14-19 for a total of 5-7 hours of work in the classroom.
- Recruit teachers and students to participate in project-related initiatives, events and webinars

- Promote the annual Student Challenge, and have at least three (3) teams of girls per country submitting their application every year (in 2027 and 2028).
- Ensure that at least thirty (30) students per project country attend the Women and Girls in STEM Forum online every year (in 2027 and 2028).
- Promote the Ambassadors Programme among the teachers and schoolgirls involved in the project, ensuring that at least two (2) teachers and two (2) students from each project country apply to become a Girls Go STEM ambassador each year (in 2027 and 2028).
- Monitor and report on the project implementation.
- Comply with Girls Go STEM's communications and implementation rules.

The contractor shall deliver the following KPIs per year:

Year		KPIs			
		Girls trained by the end of the year*	Applications for Student Challenge (application timeline TBC)	Annual event online Participants (event timeline TBC)	Ambassadors applications (application timeline TBC)
2026	Lot 1: Baltics	970	-	-	-
	Lot 2: Finland	250	-	-	-
2027	Lot 1: Baltics	2440	15	150	12
	Lot 2: Finland	400	3	30	4
2028	Lot 1: Baltics	2440	15	150	12
	Lot 2: Finland	400	3	30	4
Total	**Lot 1: Baltics**	**5850**	**30**	**300**	**24**
	Lot 2: Finland	**1050**	**6**	**60**	**8**

In case of underperformance in 2026 or 2027 under the KPI of girls trained, the contractor(s) shall compensate in the following year, so that the total target for the three years is met by the end of 2028.

The contractor shall provide a quarterly report on the project implementation, including feedback from students and teachers, success stories, challenges, lessons learned and proposals for improvement of the Circular Learning Space or of the initiative.

1.2. The contractor accepts this assignment to perform the services. In doing so, the contractor shall be fully responsibility for the correct performance of the services. The contractor shall perform the services by exercising due skill, speed and care, at a level generally required of well reputed service providers that perform the same or similar services.

1.3. The contractor shall plan its work independently. The contractor shall perform the services at its own discretion, without being supervised or managed by the client. The client reserves the right to give directions and instructions with regard to the deliverables of the services. The contractor is free to organise how to provide the services as long as the services meet the requirements as set in this Agreement.

1.4. The contractor shall deploy personnel who possess the qualifications and experience necessary for the proper performance of the services. It is mandatory to perform the services by the personnel specified in the offer. If the contractor wishes to involve other personnel, the contractor shall request permission to do so beforehand.

1.5. Regardless specific work results or deliverables as laid out in this Agreement and its Annexes, the contractor shall report on the services upon request by the client. The client may request additional documentation as it reasonably seems fit to evaluate the completion of the contractual obligations.

1.6. Insofar as the contractor is to deliver concrete work results, these work results are subject to acceptance by the client. For this purpose, the client shall determine an appropriate review period, which shall be calculated according to the scope of services and the associated expenditure for the review. The review period begins with the delivery of the completed work results to the client. If and insofar as the review reveals that services do not meet contractual requirements, the client shall notify the contractor of this in text form. The contractor shall ensure that the work is re-delivered in accordance with the Agreement without delay, at the latest within a reasonable period to be determined by the client and shall then make the work results available to the client again for acceptance. Deemed acceptance is expressly excluded.

1.7. Subcontracting by the contractor is only possible with the prior written consent by the client and with no additional costs incurring for the client. In the case of subcontractors named in the contractor's offer, approval shall be deemed to have been given upon conclusion of this Agreement. Subcontracting is only admissible if the respective subcontractor has fully assumed the obligations arising from this Agreement for the parts of the service assigned to it. The contractor shall remain fully responsible for subcontracted parts of the services.

Article 2 - Remuneration, invoices and payment

2.1. Services under this Agreement shall be remunerated as follows:

Fee
• 2026 [fees] • 2027 [fees] • 2028 [fees]

Company bank details (EIT RawMaterials GmbH shall be informed immediately when the bank details provided below have changed)
[bank details]

The beforementioned fee includes all services under this Agreement, including all costs for experts, subcontractors, administration, research, extra hours/night/weekend/holiday work, travel, communication and all other incidental and additional costs, charges and expenses, as well as all necessary taxes (except VAT) and the transfer of rights according to Article 4 of this Agreement. Subsequent claims are excluded, unless the contracting parties agree on a change in services.

2.2. The parties agree on a payment schedule as follows:

- 50% of fees at contract signature
- 50% of fees at the end of the year

2.3. If the contractor has its registered office outside of Germany, the reverse charge procedure shall apply (c.f. section 13b paragraph (2) no. 1 and paragraph (5) of the German Value Added Tax Act – Umsatzsteuergesetz).

2.4. The contractor will issue invoices meeting all legal requirements, in particular sections 14, 14a of the German VAT-Act (Umsatzsteuergesetz), for properly delivered services including services provided by suppliers and other third-parties. Invoices are payable within 30 days of receipt of the invoice by the client. Invoices must include a verifiable, detailed description of services rendered with the respective dates, names of the involved personnel as well as invoices issued by suppliers and other third-parties.

2.5. If and insofar as the contractor does not (properly) fulfil its obligations under this Agreement, the client may suspend payment. The client may offset its own claims against the contractor's remuneration claims.

Article 3 - Taxes & indemnification

3.1. The fees mentioned in Article 2.1 are exclusive of value added tax (VAT) or similar taxes.

3.2. The contractor performs the services as an independent contractor. This Agreement does not create a partnership, joint venture or employment relationship between the parties of this Agreement.

3.3. The contractor guarantees fulfilling its statutory obligations of (a) filing correct tax returns; (b) timely and fully paying the taxes, premiums etc. owed to the competent Tax and Customs Administration; and, (c) if applicable, timely and fully paying pension premiums to the appropriate pension fund or other pension scheme (insofar as this is relevant), in connection with services.

3.4. For the term of this Agreement, the contractor will keep the client informed (in writing, or otherwise) of any (changes to the) actual circumstances that result, or may result, in the contractual relationship between the parties.

3.5 In the event that the client is assessed for or held (jointly) accountable for wage tax and national insurance contributions and/or any associated costs, increases, interest and/or fines in connection with the execution of the services under this Agreement, the contractor will indemnify the client in full in respect thereof and the client will be entitled to implead the contractor in respect thereof. The provision set out in the preceding sentence also applies to any pension premiums and associated costs, increases, interest and/or fines. The contractor undertakes to cooperate and – where necessary – provide the information required to prevent claims from the competent Tax and Customs Administration and/or other third parties (including pension funds), or to limit these to a minimum. The contractor undertakes to indemnify the client against any loss incurred in connection with the above. In addition to any amounts paid by the client, this includes (but is not limited to) expenses incurred, (including the costs of legal support) and any interest missed in the meantime (on the total loss).

3.6 If the client has complied with the financial obligations in relation to this Article 3 directly towards the competent Tax and Customs Administration and/or the (sectoral) pension fund or scheme (if any) itself, the client will be authorised to recover from the contractor the amounts involved, either by setting them off against any amounts the client is obliged to pay under this Agreement or by other means. This applies likewise to other financial obligations complied with by the client arising out of and/or in connection with the

reclassification of the employment relationship between the parties insofar as this is not barred by any provisions of mandatory law.

Article 4 - Intellectual property

4.1. For the purpose of this Agreement "**IP**" means patents, utility certificates, utility models, (industrial) design rights, copyrights, database rights, trademarks, trade names and trade secrets, including moral rights and any applications, renewals, extensions combinations, divisions, discontinuations or re-issues of the foregoing.

4.2. The client becomes the owner of any newly created IP in the services, work results and deliverables under this Agreement. The contractor hereby assigns to the client, and the client hereby accepts such assignment, all right, title, and interest in the services, work results and deliverables under this Agreement, to the maximum extent permitted by applicable law.

4.3. The client remains the owner of any items the client provided the contractor with, and the client grants the contractor a limited license to use such items solely to perform the services under this Agreement.

4.4. The contractor remains the owner of any IP that the contractor already owned or controlled before the start of the performance of the services ("**Background IP**"). The contractor grants a non-exclusive, royalty-free and fully paid-up, worldwide, irrevocable and perpetual license to the client under such Background IP, if and to the extent the client needs it for its free use (including the sale or any other activities for our business purposes) of the deliverables under this Agreement, with the right to sublicense.

4.5. The contractor may not make any public reference to the client, whether in press releases, advertisements, or otherwise, without the client's prior written consent. The same applies for to the client.

4.6. The contractor shall indemnify and hold the client harmless from any third party claim alleging that the services, work results and/or deliverables under this Agreement, as provided by the contractor and used by the client, infringe or misappropriate such third party's intellectual property rights. If the client incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of claims by third parties that the services infringe their IP, the contractor shall fully compensate such costs and/or damages to the client.

4.7. If the client's use of the services, work results and/or deliverables is frustrated (for instance because they infringe the rights of a third party) the contractor shall either, at its own cost: (i) procure for the client or the client's users the right to continue using the services; or (ii) replace or modify the services with functional, non-infringing equivalents. If the contractor cannot ensure continuation of the services through either of the above options within a reasonable time frame, the client may terminate the Agreement. If the client terminates this Agreement, the contractor shall reimburse the price the client paid for the relevant services. Such reimbursement is in addition to the contractor's compensation obligation under Article 4.6.

Article 5 - Confidentiality

5.1. For the purpose of this Agreement "**Confidential Information**" means information, such as but not limited to commercial and/or technical information, which is disclosed to the

contractor by the client (either directly or indirectly) in connection with the performance of this Agreement, which can reasonably be deemed to be of a confidential or proprietary nature (including, but not limited to, any information specifically marked as such).

5.2. The contractor may not:
(i) use the Confidential Information for other purposes than in connection with (its performance and the client's use) of the services; and
(ii) disclose the Confidential Information to any third party, except to employees, external advisers and subcontractors who (A) have a legitimate "need to know", and (B) are under the same, or stricter confidentiality obligations as apply under this Agreement.

5.3. The obligation as mentioned in Article 5.2 does not apply to information which is or becomes public knowledge without a violation of confidentiality obligations.

5.4. The contractor shall immediately return to the client all property that the client has made available to the contractor if the client requests the contractor to do so.

5.5. If the client incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a violation of the confidentiality obligations by the contractor, the contractor shall fully compensate such costs and/or damages to the client.

5.6 Any breach of the provisions of this Article 5 will result in the contractor being liable to pay to the client an immediately due and payable penalty of € 25,000 per breach, plus € 500 for every day (or part of a day) that the breach continues, without a demand, notice of default or judicial intervention being required and without prejudice to the client's right to claim full compensation for any damage/loss and to demand performance.

Article 6 - Personal Data

6.1. For the purpose of this Agreement:
- "**Personal Data**" means data which relate to a living individual who can be identified (a) from those data, or (b) from those data in connection with other information which is easily obtainable; and
- "**Process**" or "**Processing**" means obtaining, recording or holding information or data or carrying out any operation or set of operations on the information or data, including:
(a) organisation, adaptation or alteration of the information or data, (b) retrieval, consultation or use of the information or data, (c) disclosure of the information or data by transmission, dissemination or otherwise making available, or (d) alignment, combination, blocking, erasure or destruction of the information or data.

6.2. If the contractor processes Personal Data in performing the services, the contractor shall:
a. comply with all applicable privacy and data protection laws;
b. Process the Personal Data only (i) for or on the client's behalf (ii) in accordance with the client's instructions and this Agreement (iii) as far as needed for the services;
c. maintain the security, confidentiality, integrity and availability of the Personal Data;
d. implement and maintain appropriate technical, physical, organizational and administrative security measures to protect the Personal Data against loss and/or unauthorized access;
e. promptly inform the client of any actual or suspected security incident involving such Personal Data; and
f. securely erase or destroy the Personal Data upon termination of the Agreement or at the client's request.

6.3. If the client incurs costs (including reasonable attorney's fees) and/or suffer damages as a result of a breach of this Article 6 by the contractor, the contractor shall fully compensate such costs and/or damages to the client.

Article 7 - Liability

7.1. The contractor shall obtain and maintain adequate insurance to cover liability arising out of or in connection with this Agreement.

7.2. The contractor is liable pursuant to statutory legal provisions. Subject to the terms of this Agreement, the contractor's liability under or in connection with this Agreement is limited in the aggregate to an amount of [...] EUR. For the avoidance of doubt, any insurance proceeds received in connection with the contractor's liability shall not count towards or otherwise reduce the foregoing liability cap.

7.3. The client's liability under or in connection with this Agreement is limited in the aggregate to the total amount due to the contractor by the client for performance of the services less the amount already paid by the client to the contractor.

7.4. The limitations of liability mentioned in Articles 7.2 and 7.3 above do not apply:
- in case of gross negligence or wilful misconduct;
- in case of injury to life or health;
- for liability arising out of Articles 3, 4.6,4.7, 5.5, 5.6 and/or 6.3 above;
- indemnification obligations for third party claims; and/or
- any events or circumstances for which liability cannot be excluded or limited under applicable law.

Article 8 - Termination

8.1. This Agreement becomes effective upon signature by both Parties. Unless terminated earlier in accordance with its terms, the Agreement shall expire on 31 December, 2026. The client has the unilateral right to extend the contract twice for 12 months each (extension option). The extension option must be exercised in writing one month prior to the end of the current term. Periods and dates remain unaffected by exercising the extension option. The contractor shall not be entitled to an extension of this contract. Contract extensions depend on the continuation of the Girls Go STEM Project beyond the end of the contract term and available funding. In case of a contract extension, the budget shall be specified without any obligation for EIT RawMaterials according to the available funding and payment schedules shall be agreed upon by the parties accordingly.

8.2. The client may fully or partially terminate this Agreement with immediate effect by giving the contractor notice at any time, if:
a. the contractor breaches an obligation under this Agreement and, if the breach is capable of remedy, the contractor fails to remedy the breach within 30 days after the client requests remedy;
b. the contractor breaches an obligation under this Agreement which is incapable of remedy;
c. the contractor does not provide the client with adequate assurance that the contractor can fulfill its obligations under this Agreement in a timely fashion after the client's requests remedy; or

d. any change, event, circumstance, condition or effect occurs which EIT RawMaterials GmbH in its sole discretion believes or is reasonably likely to materially adversely impact either (i) the industries or fields in which EIT RawMaterials GmbH operates or (ii) either Party's possibilities to perform its material obligations under this Agreement, or otherwise materially impedes or delays such performance.

8.3. The contractor may fully or partially terminate this Agreement with immediate effect by giving the client notice at any time, if:

a. the client breaches an obligation under this Agreement, and, if the breach is capable of remedy, the client fails to remedy the breach within 30 days after the contractor requests remedy;or

b. the client breaches an obligation under this Agreement which is incapable of remedy.

8.4. Following a termination all rights and obligations intended to survive the termination (such as Articles 4 up to and including 10) will survive the termination.

Article 9 - Compliance, Safeguarding of EU's financial interest and conflict of interest

9.1. The contractor understands and agrees that the client may provide the EIT, the European Court of Auditors, the European Anti-Fraud Office and/or other EU bodies with information regarding the services (including this Agreement and tender materials) in order to meet its obligations towards such bodies. The client may do so during the term of this Agreement and 4 years thereafter. Article 5.2 of this Agreement does not apply in such a situation.

9.2. The contractor shall take all necessary measures to prevent a situation where the impartial or objective implementation of this Agreement is compromised for reasons involving economic interest, political or national affinity, family or emotional ties or any other conflicting interest. The contractor shall inform the client immediately if there is a change in circumstances which leads or may lead to a conflict of interest.

9.3 The contractor shall at all times comply with all applicable laws and regulations related to or in connection with the execution of and performance under this Agreement.

Article 10 - Various

10.1. Notices in relation to this Agreement shall be given in writing unless agreed otherwise in this Agreement.

10.2. The Parties agree that electronic signatures, including simple electronic signatures executed via electronic signature platforms, shall satisfy the written form requirement wherever this Agreement requires in writing, unless applicable mandatory law requires a stricter form.

10.3. If the contractor cannot perform an obligation under this Agreement because of *force majeure* (meaning: unforeseeable reasons beyond the contractor's reasonable control), the contractor shall notify the client. Following notification, only the performance of such obligation(s) is suspended during the force majeure. The client may terminate this Agreement if the force majeure lasts more than 30 days. Shortage of personnel, shortage of production materials or shortage of resources, strikes, breach of contract by third parties contracted by the contractor or force majeure events at third parties contracted by the contractor, financial problems, and/or lack of the necessary licenses, permits or authorisations needed for the services do not qualify as force majeure.

10.4 If any provision of this Agreement is invalid or unenforceable in whole or in part, or if any provision has been inadvertently omitted from this Agreement, the validity of the remaining provisions of this Agreement shall remain unaffected thereby. Any invalid or unenforceable provision shall be replaced by the Parties acting in good faith by such valid and enforceable provision as most closely reflects the intent and purpose of the original provision. In case of an omitted provision, the Parties shall insert into this Agreement a provision which, given the intent and purpose of this Agreement as a whole, they would have agreed upon, had they considered the matter at the time this Agreement was executed.

10.5. This is the entire agreement between the Parties regarding the subject matter of this Agreement. Oral agreements or additional general terms and conditions do not apply. The constituent parts of this Agreement are, in the following subsequent order:

- this Agreement (main body);
- the Request for Proposal;
- the contractor's offer dated [...]; and
- the General Terms and Conditions of Contract for Services (VOL/B), 2003 version.

10.6. Any modifications of or amendments to this Agreement, including any waiver of this written-form requirement, shall be invalid unless executed in writing and duly signed by all Parties.

10.7. The contractor may not transfer or pledge (part of) this Agreement without the client's prior written consent. The client shall not withhold such consent unreasonably. The client may transfer this Agreement to any of its affiliates within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG). Any transfer of this Agreement shall be made in writing.

10.8. Neither the failure nor the delay to enforce a right under this Agreement shall constitute a waiver of such right or remedy or of any other available rights or remedies.

10.9. This Agreement shall be governed in all respects by and construed in accordance with the laws of Germany, excluding its conflict of law principles. The United Nations Convention on the International Sale of Goods shall not apply.

10.10. The Parties expressly and irrevocably consent to the exclusive jurisdiction of and venue in the courts of Berlin, Germany for any matter arising out of or relating to this Agreement.

The Parties have caused this Agreement to be duly signed by the undersigned authorised representatives as follows:

_____	_____
EIT RawMaterials GmbH	[Contractor]
By: Bernd Schäfer	By: [name representative]
Function: Managing Director / CEO	Function:

_____

EIT RawMaterials GmbH

By: Dr. Andreas Klossek
Function: Managing Director / COO