

General Terms and Conditions of UNIQA Sustainable Business Solutions GmbH

These General Terms and Conditions of Service (from now on referred to as "**Terms**") govern the relationship between UNIQA Sustainable Business Solutions GmbH, FN 305217z (from now on referred to as the "**Service Provider**" or "**UNIQA SUSTAINABLE**") and its clients (from now on referred to as the "**Customer**" and together with the Service Provider as the "**Contracting Parties**"). The Terms are an integral to every proposal UNIQA SUSTAINABLE submits to a Customer. All services provided by UNIQA SUSTAINABLE are exclusively based on these Terms. The Terms apply to all future assignments, even if not explicitly included in writing. Placing the order implies accepting exclusive application of these Terms.

1. Exclusivity of the Terms

- 1.1 The Terms shall also apply to any future contractual relationships even if not expressly referred to in collateral contracts.
- 1.2 Any conflicting General Terms and Conditions on the part of the Customer shall be invalid unless they have been explicitly accepted in writing by the Service Provider.

2. Scope of Consulting Assignments

- 2.1 The scope of each particular consulting assignment shall be individually agreed upon by entering into a Statement of Work or signing a Proposal. The Statement of Work or Proposal and the Terms shall govern the entire contractual relationship between the Customer and the Service Provider (from now on referred to as the ("**Contract**").
- 2.2 The Service Provider exclusively provides services and never work performance (*Werkleistungen*). Therefore, the Service Provider is only obliged to perform the activities or services promised under the Contract, but is never obliged to achieve a specific result or create a particular work.
- 2.3 The Service Provider shall be entitled to subcontract, in whole or in part, the services for which the Service Provider is responsible to third parties. The Service Provider shall remain fully responsible to the Customer for the performance of any subcontractors and shall ensure that the subcontractors comply with the agreed terms. The Service Provider shall inform the Customer of the engagement of any subcontractors and, upon request, provide details of the subcontractors' qualifications and the scope of their involvement. Payment of said third parties shall be affected exclusively by the Service Provider. No contractual relationship of any kind shall exist between the Customer and said third party.

3. Non-solicitation

During the validity of the Contract and for a period of three years after termination thereof, the Customer shall agree not to enter into any kind of business transactions with persons or organisations the Service Provider employs, to perform the Service Provider's contractual duties. In particular, the Customer shall not employ said persons or organisations to render consulting services which are comparable to those offered by the Service Provider.

4. Customer's Obligation to provide Information

- 4.1 The Customer shall ensure that during the performance of the Contract, organisational conditions in the Customer's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 4.2 The Customer shall also inform the Service Provider in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.
- 4.3 The Customer is obligated, even without explicit request of the Service Provider, to provide all information required for providing the services under the Contract. The Customer has to indicate which materials (data carrier, date, benchmark-data, analyses, programs, etc.) provided to the Service Provider, he wishes to have returned after the fulfilment of the Contract.
- 4.4 The Customer acknowledges that the deliverables under the Contract are based on the information provided by the Customer and the Service Provider's professional judgment.
- 4.5 The Customer shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of the Service Provider's consulting activities prior to the commencement of the services under the Contract.

5. Maintenance of Independence

- 5.1 The Contracting Parties shall be committed to mutual loyalty.
- 5.2 The Contracting Parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for the Service Provider and/or of any third parties employed by the Service Provider is not jeopardized. This applies particularly to any employment offers made by the Customer or the acceptance of assignments on their own account.
- 5.3 The Service Provider shall not be bound by directives while performing the agreed services and shall be free to act at the Service Provider's discretion and under the Service Provider's own responsibility. The Service Provider shall not be required to work in a particular place or to keep particular working hours.

6. Reporting Obligations

- 6.1 The Service Provider shall be obligated to report to the Customer on the progress of services performed by persons working for the Service Provider and/or any third parties employed by the Service Provider.
- 6.2 The Service Provider shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the services under the Contract.

7. Protection of Intellectual Property

- 7.1 The Service Provider shall retain all copyrights to any work done by the Service Provider and/or by persons working for the Service Provider and/or by third parties employed by the Service Provider (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During

the contractual relationship and after termination thereof, the Customer may use these materials exclusively for the purposes described under the Contract.

7.2 The Customer shall not be entitled to copy or distribute these materials without the explicit consent of the Service Provider. Under no circumstances, shall the Service Provider be liable to third parties, in particular for the accuracy of the material, in the event of unauthorised copying/distribution of the material. The Customer agrees to indemnify and hold the Service Provider harmless from any claims, damages, liabilities, and costs arising out of any third-party claims based on the Customer's use of the materials provided to the Customer.

7.3 In the event of any violation of these provisions by the Customer, the Service Provider shall be entitled to immediate termination of the Contract and to assert any other statutory claims, in particular claims for omission and/or damages.

8. Use of Software

8.1 As far as software is part of the scope of service, the Customer is granted the non-exclusive right (license) to use the software provided as well as its documentation. It is provided for use on the designated system. Use of the software on more than one system requires express consent.

8.2 All other rights to the software as well as the documentation including copies remain with the Service Provider. Granting of sublicenses is not permitted.

9. Performance of Services

9.1 The Service Provider undertakes to render the agreed services by the principles of due diligence and professional standards. The Service Provider is committed to making reasonable efforts to carry out the services specified in the Contract or associated agreements.

9.2 The Service Provider expressly does not warrant or guarantee any particular result or outcome. The Service Provider's obligation is limited to diligently executing the agreed-upon services; any liability for failure to achieve specific results or goals is explicitly excluded.

9.3 Warranty claims by the Customer are excluded to the extent that the Service Provider has not provided any explicit written warranties concerning specific outcomes or the quality of services. Without such agreement, the Customer shall have no entitlement to claims based on a lack of success or unsatisfactory results.

10. Liability for Damages

10.1 With the exception of personal injuries, the Service Provider shall be liable to the Customer for damages only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by the Service Provider.

10.2 In no event shall the Service Provider be liable for any indirect, or consequential damages, including but not limited to loss of profits, revenue, data, or use, incurred by the Customer or any third party.

- 10.3 The Service Provider shall not be liable for any failure or delay in performing its services if such failure or delay is due to causes beyond the Service Provider's reasonable control, including but not limited to force majeure or labour disputes.
- 10.4 The Service Provider's liability for any claims arising out of the contractual relationship with the Customer shall be limited to the fees paid by the Customer.
- 10.5 Any claim for damages may only be enforced by law within six months after they have gained knowledge of the damage and the liable Contracting Party, but no later than three years after the incident upon which the claim is based.
- 10.6 The Customer shall furnish evidence of the Service Provider's fault.
- 10.7 If the Service Provider performs the required services with the help of third parties, any claims, particularly claims for damages which arise against the third party shall be passed on to the Customer. In this case, the Customer shall primarily refer to the third party.
- 10.8 If the Service Provider performs his consulting service by involving a third party e.g. a data processing company, trustees, attorneys, and if the Customer has been informed accordingly, warranty and liability rights towards the third party are considered as being ceded to the Customer.

11. **Confidentiality and Data Protection**

- 11.1 The Service Provider shall be obligated to maintain complete confidentiality concerning all business matters made known to the Service Provider in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Customer.
- 11.2 Furthermore, the Service Provider shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Customer's Customers.
- 11.3 The Service Provider shall not be obligated to maintain confidentiality towards any person working for the Service Provider or representatives of the Service Provider. However, the Service Provider is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if the Service Provider had breached confidentiality.
- 11.4 The Customer shall be obligated to maintain complete confidentiality concerning the Service Provider's methodology as well as all other trade and company secrets and other confidential information of the Service Provider.
- 11.5 The obligation to maintain confidentiality shall persist indefinitely even after termination of the Contract. This shall not apply in case the Service Provider is legally required to disclose information.
- 11.6 The Service Provider shall be entitled to use any personal data entrusted to the Service Provider for the purposes of the services performed.

- 11.7 In the event of a breach of confidentiality, the breaching Contracting Party shall take all necessary steps to mitigate any damage resulting from such breach and shall be liable for any resulting losses or damages.
- 11.8 Both Contracting Parties agree to comply with all applicable data protection laws and regulations.
- 11.9 The Service Provider shall implement appropriate technical and organizational measures to ensure the security of any personal data processed in connection with the contractual relationship.
- 11.10 The Customer shall ensure that any personal data provided to the Service Provider has been collected and disclosed in accordance with all applicable data protection laws and regulations and that it has obtained all necessary consents for the Service Provider to process the data.

12. Time and Place of Performance

- 12.1 The period for performing the service shall be defined in the Contract. Service commencement requires that all commercial and technical issues between the Customer and the Service Provider have been resolved and that the Customer has fulfilled all its obligations e.g providing all necessary documents or payment of a deposit agreed upon.
- 12.2 The Service Provider shall provide the agreed services in accordance with the timelines specified in the Contract.
- 12.3 Place of performance for all services is Vienna, Austria.

13. Remuneration

- 13.1 After completion of the services agreed upon, the Service Provider shall receive remuneration agreed upon in advance between the Contracting Parties. The Service Provider shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by the Service Provider.
- 13.2 The Service Provider shall render accounts which entitle to deduct input tax and contain all elements required by law.
- 13.3 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to the Service Provider by the Customer separately, upon submission of the appropriate receipts.
- 13.4 In the event that the work agreed upon is not completed due to reasons on the part of the Customer, or due to a premature termination of the Contract by the Service Provider for cause, the Service Provider shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Customer shall pay for the number of hours expected to be required for the entire assignment under the Contract, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that the Service Provider did not perform by the date of termination of the Contract.
- 13.5 In the event that intermediate invoices are not paid, the Service Provider shall be released from the Service Provider's commitment to provide further services under the Contract. This shall be without prejudice to any further claims resulting from default of payment.

14. **Terms of Payment and Default Interest**

- 14.1 The contractual consulting fee, as well as possible reimbursement of expenses plus Value Added Tax is due immediately and without deduction upon rendering the invoice.
- 14.2 The Customer shall pay each invoice within 30 days of receipt.
- 14.3 In case of delayed payment by the Customer, a default interest of 8% above the base interest rate of the Austrian National Bank in force on the due date applies. The Service Provider's right to further claims for compensation for default shall remain unaffected.

15. **Retention of Rights**

- 15.1 All services rendered (documents, plans etc.,) remain Service Provider's property – regardless of the relevant legal basis – until all outstanding claims have been paid.

16. **Electronic Invoicing**

- 16.1 The Service Provider shall be entitled to transmit invoices electronically. The Customer explicitly agrees to accept invoices transmitted electronically by the Service Provider.

17. **Termination of the contractual Relationship**

- 17.1 The Contract shall terminate upon the completion of the project and the payment of the corresponding invoices.
- 17.2 Either Contracting Party may terminate the Contract for convenience upon 30 days' written notice to the other Contracting Party.
- 17.3 Either Contracting Party may terminate the Contract immediately if the other Contracting Party is in material breach of its obligations and fails to remedy the breach within 30 days of receiving notice of the breach.
- 17.4 Apart from this, the Contract may be terminated for good cause by either Contracting Party at any time without notice. Grounds for premature termination include the following:
 - (a) a Contracting Party breaches major provisions of the Contract; or
 - (b) a Contracting Party is in default of payment after insolvency proceedings have been initiated; or
 - (c) a Contracting Party has substantiated concerns regarding the other Contracting Party's creditworthiness, without the initiation of any insolvency proceedings, and such other Contracting Party does not make any advance payments upon request of the Service Provider/provides any suitable guarantee in advance upon request of the Customer, and these financial circumstances have not been known to the other Contracting Party at the time of execution of the contract.
- 17.5 Upon termination of the Contract between the Contracting Parties the Service Provider shall immediately cease performing the agreed services and the Customer shall pay the Service Provider for all services performed and expenses incurred up to the effective date of the

termination. The Service Provider shall deliver to the Customer any completed deliverables or work-in-progress for which the Customer has paid.

17.6 Both Contracting Parties shall return or destroy all confidential information of the other Contracting Party in their possession within 30 days of termination, unless otherwise agreed in writing.

17.7 The provisions that by their nature are intended to survive termination or expiration, including but not limited to clauses related to confidentiality, intellectual property, limitation of liability, and indemnification, shall remain in full force and effect.

18. **Final Provisions**

18.1 Modifications of and amendments to the Contract shall be made in writing; this shall also apply to a waiver of this requirement. Subsidiary agreements have not been executed.

18.2 If any provision of these Terms is or becomes invalid, the other provisions and any contracts executed pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

18.3 All contractual relationships shall be governed by the substantive law of the Republic of Austria, excluding the conflict-of-law rules of international private law and CISG.

18.4 Place of fulfilment is the registered place of business of the Service Provider. The competent court for 1010 Vienna shall have exclusive jurisdiction over all disputes between the Contracting Parties arising out of or in connection with the Contract.
