

1. General Provisions

1.1 These Terms and Conditions shall apply to contracts for the supply of movable goods and software and services arising from service, purchase and/or works contracts with the exception of district heating supply. All deliveries and services by STEAG GmbH and/or its affiliated companies (hereinafter "the Supplier") are expressly subject to the Customer's acceptance of these General Terms and Conditions (GTC). Any additional or deviating terms and conditions of the Customer are expressly rejected. Such terms shall not be binding on the Supplier unless the Supplier has agreed to them in writing.

1.2 In the event of contradictions within the Contract, the constituent parts of the Contract shall apply in the following order of precedence: 1. the individual contract including any annexes; 2. any supplementary special conditions of the Supplier; 3. these General Terms and Conditions; 4. any technical contractual conditions, insofar as applied; 5. the statutory provisions, unless these compulsorily take precedence. The Customer's terms and conditions shall not become part of the Contract. No contradiction shall be deemed to exist if a subordinate contractual document contains a provision regarding which the priority contractual documents make no provision.

1.3 Any representation or warranty not contained in these GT&C or the Contract shall not be binding on either Party.

2. Definitions

"**Affiliated Companies**" means companies within the meaning of Section 15 et seq. of the German Stock Corporation Act (*AktG*).

"**Contract**" means the documents that comprise the agreement between the Customer and the Supplier for the provision of Services or delivery of Products, including any document (including these GT&C) incorporated by reference.

"**Customer**" means the legal entity to which the Supplier provides Services or delivers Products under the Contract.

"**Date of the Contract**" means the date on which the Contract is signed by both Parties.

"**GT&C**" means these General Terms and Conditions of the Supplier including the Special Terms of Use.

"**Party**" means the Customer or the Supplier individually; "**Parties**" shall mean both the Customer and the Supplier collectively.

"**Products**" means all goods, hardware, software or technology, as well as corresponding documentation, which the Supplier shall deliver to the Customer under the Contract.

"**Supplier**" means the legal entity performing Services or delivering Products under the Contract.

"**Services**" means all work and services which the Supplier has undertaken to provide under the Contract.

"**Deliveries**" shall mean the delivery of Products by the Supplier to the Customer under the Contract.

3. Offers, Orders and Correspondence

The Supplier's offers are in all cases non-binding, unless expressly designated as binding. Oral side agreements regarding the order or the letter of engagement require the written confirmation of the Supplier to be effective.

4. Software

4.1 If the Supplier delivers any software to the Customer, the Contract shall be subject to these GTC including the Supplier's respective Software Terms of Use (e.g. the Terms of Use for Pit Software [SIPAM]); in the event of conflict with these GTC, however, the applicable Software Terms of Use shall take precedence.

4.2 If the Supplier provides Services in connection with self-developed software, the Customer acknowledges that the Supplier holds the sole intellectual property rights in such software—including, in particular, patents, copyright, trade secrets, and trade marks. The Supplier reserves its intellectual property rights including copyright exploitation rights in all software without restriction.

4.3 The Supplier's software may only be copied and/or made available to third parties with its prior consent. It must be kept secure and protected against attacks and access by unauthorised third parties.

4.4 The Customer may create a single back-up copy of the standard software without express agreement.

5. Prices and Payment

5.1 Unless expressly agreed otherwise in the Contract, all prices and charge rates are net, exclusive of VAT and exclusive of taxes, countervailing or other customs duties, fees, or other levies of any kind imposed outside the Federal Republic of Germany. VAT and any taxes, levies and countervailing and other customs duties imposed outside the Federal Republic of Germany will be invoiced additionally at the applicable rates.

5.2 The Supplier's invoices are payable net within 30 days. If the Customer defaults on payment, the statutory provisions shall apply. If the Supplier can prove higher damages caused by delay, it shall be entitled to claim

compensation in this amount. However, the Customer shall however be entitled to prove to the Supplier that the Supplier incurred no loss or damage, or only a lower loss or damage, as a result of the default on payment.

- 5.3 The Customer shall only be entitled to setoff if its counterclaims have been established by a final court judgment, are undisputed, or have been acknowledged by the Supplier. Furthermore, the Customer shall be only entitled to exercise a right of retention to the extent that its counterclaim is based on the same contractual relationship.

6. Taxes

- 6.1 The Supplier is responsible for and shall directly pay all corporate taxes and personal taxes based on net income or profit which are levied by a government authority on the Supplier, its employees, or sub-contractors due to the execution of an agreement or the performance or payment of work under the Contract ("Supplier Taxes"), unless otherwise provided in the Contract.
- 6.2 The Customer is responsible for and shall pay directly when due all taxes, duties, customs duties, fees, or other levies of any kind—except for the taxes incumbent upon the Supplier—which government authorities impose on the Supplier or its employees or sub-contractors due to the execution of certain agreements or the performance or payment of work under the Contract, including all withholding taxes and customs duties levied on payments by the Customer to the Supplier; for such levies, the Customer shall increase the sum of the payments subject to deduction as necessary to ensure that the Supplier receives, despite the required withholding, the same amount that it would have received without such withholding ("**Customer Taxes**").
- 6.3 If the Supplier is obliged to pay the Customer's Taxes, the Customer shall reimburse the Supplier for such taxes immediately upon presentation of a corresponding invoice.
- 6.4 The Customer shall provide the Supplier with correct official receipts from the competent government authorities for deducted or withheld taxes within one month. All claims for reimbursement of customs duties paid by the Supplier to the customs authorities of the country of manufacture of the Products shall belong to the Supplier. The Customer undertakes to cooperate with the Supplier and to provide it with all such documents which are necessary to obtain a refund.
- 6.5 If the Supplier's offer or the Contract expressly agrees that the Supplier's prices and charge rates include taxes, duties, customs duties, fees, or other charges payable outside the Federal Republic of Germany, and if one of the following situations occurs during the term of the Contract, the prices and charge rates shall be reviewed with the aim of adjusting them to the new circumstances: (a) entry into

force of new taxes, duties, customs duties, fees, or other charges; (b) abolition of existing taxes, duties, customs duties, fees, or other levies; (c) change of existing rates; or (d) introduction of taxes, duties, customs duties, fees, or other charges of any kind and/or exemption or reduction of taxes, duties, customs duties, fees, or other charges, which increase or decrease the financial burden on the Supplier.

7. Performance Standards

- 7.1 The Supplier undertakes to deliver the offered Products and/or provide the Services completely and free of defects, as well as in accordance with applicable law.
- 7.2 The delivery of Products and/or provision of Services is based on the recognised state of engineering technology and applicable law, as well as the known regulations, codes of practice, guidelines, and standards in force at the Date of Conclusion of Contract.
- 7.3 If performance standards are amended after conclusion of the Contract, the contract price, the delivery and service dates and any performance guarantees (if applicable) shall be adjusted within a reasonable framework pursuant to Clause 15 to take into account additional costs and obligations of the Supplier resulting from such change.
- 7.4 Unless expressly otherwise provided in the Contract, the terms "guarantees" or "warranty" – where used in the Contract – shall not be deemed to constitute guarantees as to quality and durability within the meaning of Sections 443, 639 of the German Civil Code (Bürgerliches Gesetzbuch - BGB).

8. Completion of Deliveries and Services

- 8.1 The Parties will agree on a time schedule for the Deliveries and Services.
- 8.2 Completion of the Deliveries shall occur upon handover of the relevant Products to the Customer or a third party named by the Customer, but no later than 60 days after delivery in accordance with the agreed INCOTERM.
- 8.3 Completion of the Services shall be deemed achieved upon acceptance of the relevant Services by the Customer. The Supplier shall notify the Customer in writing of the completion and readiness for acceptance of the relevant Services; the Customer shall be obliged to accept the Services within 14 days following receipt of such notice.
- 8.4 Minor defects in Deliveries and Services shall not entitle the Customer to refuse acceptance. Minor defects to be remedied by the Supplier shall be listed in a punch list stating a jointly agreed period for rectification.

8.5 If completion and acceptance of the Deliveries and Services are delayed for reasons not attributable to the Supplier, the Deliveries and Services shall be deemed to have been completed and accepted at the latest 30 days after written notice of their completion and readiness for acceptance.

9. Transfer of Title and Risk

9.1 All Deliveries and Services remain the property of the Supplier until full payment for the respective Delivery or Service has been made. The Customer may only resell, process, combine, or mix the Deliveries and Services subject to retention of title with other property, or otherwise connect them, to the extent expressly permitted under the Contract. Disposals of the Deliveries and Services subject to retention of title going beyond this are prohibited.

9.2 Transfer of title and risk to the Customer shall occur upon completion of the Deliveries and Services pursuant to Clause 8 of these GTC.

10. Intellectual Property Rights

10.1 Each Party remains the owner of all confidential information and intellectual property belonging to it prior to the conclusion of the Contract, provided that the Supplier shall be entitled to the sole rights to all ideas, inventions, works of authorship, concepts, plans, and data which are embodied in the Deliveries and Services or result therefrom, in particular all patent rights, copyright, moral rights, rights in proprietary information, database rights, trade mark rights, and other intellectual property rights. The Customer undertakes to execute the assignments necessary for this purpose.

10.2 Unless expressly otherwise agreed in the Contract, no contractual provision shall be construed as a direct or implied grant of licences.

10.3 **"Intellectual Property"** means all intellectual property rights and proprietary rights, in particular all inventors' rights and copyrights, inventions, patents, patent applications, and know-how for any products, processes, methods, machines, methods of manufacture, constructions and designs, compositions, or innovations or useful improvements thereof, as well as copyrights, trademarks, get-up, service marks, and all rights in trade secrets, computer software, data and databases, as well as semiconductor topographies.

10.4 Notwithstanding any provision to the contrary, the following shall apply: If the Deliveries and Services under the Contract include the provision of a Report prepared exclusively for the Customer, the Customer shall become the owner of such Report, but not the owner of any property belonging to the Supplier which was used to create, or is incorporated into, the delivered Report.

"Supplier Property" in this context means: (a) Intellectual Property incorporated into all Deliveries and Services under the Contract; (b) Intellectual Property conceived, produced or developed by the Supplier, whether directly or indirectly or alone or jointly with third parties, in connection with or pursuant to the Deliveries and Services; and (c) creations and inventions made by the Supplier otherwise using equipment, funds, supplies, facilities, materials, and/or proprietary information belonging to it or its Affiliated Companies.

10.5 The Supplier shall indemnify the Customer against all damages, costs and expenses arising from any actions, claims, or proceedings (a **"Claim"**) alleging that the Deliveries and Services infringe applicable patents, provided that: (a) the Customer promptly notifies the Supplier in writing of the respective Claim; (b) the Customer makes no admission of liability and gives the Supplier sole authority, at Supplier's expense, to direct and control the defence and any settlement and compromise negotiations; and (c) the Customer provides the Supplier with full disclosure and assistance that may be reasonably required to defend any such Claim.

10.6 The Supplier shall have no obligation or liability with respect to any Claim based upon: (a) any Deliveries and Services that have been altered by the Customer (or any third party); (b) the combination or use of the Deliveries and Services with other products or services, where the combination is part of a process that allegedly infringes third-party rights; (c) failure of the Customer to implement any update provided by the Supplier that would have prevented the Claim; (d) unauthorised use of the Deliveries and Services; or (e) Deliveries and Services have been performed by the Supplier in accordance with Customer's specifications. The Customer shall indemnify the Supplier against all Claims arising from such alleged infringement.

10.7 If Deliveries or Services or parts thereof, become the subject of a Claim, the Supplier may, at its option (a) procure for the Customer the right to continue using the Deliveries or Services or parts thereof in question; (b) modify or replace them in whole or in part so that they do not infringe third-party rights; or (c)—if the Claim cannot be remedied by (a) or (b)—reimburse the respective remuneration/fee.

10.8 The Supplier's liability for Claims arising from the infringement of patent, trade mark and copyright rights as well as trade secrets in connection with the Deliveries and Services, and the corresponding indemnification of the Customer, shall be limited to the foregoing provisions.

10.9 Notwithstanding the foregoing, for all Deliveries and Services or parts thereof not developed by the Supplier itself, only the indemnity granted, if any, by the

developer shall apply.

the legal ground, for gross negligence and intent.

11. Liability for Defects

- 11.1 In the event of defects, the Supplier shall remedy immediately and free of charge all defects in its Deliveries and Services which already existed at the time of the transfer of risk to the Customer, at its own discretion and according to their nature, by repair or replacement performance. The Customer shall notify the Supplier of every defect immediately upon its discovery.
- 11.2 If the remedy of the defect definitively fails, the Customer has the right, without prejudice to the assertion of claims for damages, to withdraw from the Contract or to demand a reasonable adjustment of the Contract Price. Subject to contractual provisions to the contrary, a remedy of a defect shall be deemed definitively failed after the third unsuccessful attempt by the Supplier to remedy the defect or error.
- 11.3 Claims for liability for defects shall become statute-barred after a period of 12 months after completion of the affected Deliveries and/or Services ("Warranty Period"). If applicable law mandatorily prescribes a longer Warranty Period, the Warranty Period specified in the preceding sentence shall be extended to such a mandatory period. If any part of the Deliveries and Services must be repaired or replaced during the Warranty Period, the Warranty Period for the relevant part of the Deliveries and Services shall be extended for a further period of 12 months, but shall be limited to 24 months after completion of the affected Delivery and/or Service.
- 11.4 The Supplier shall not be liable for any damage/defect occurring after transfer of risk to the Customer as a result of improper use not expressly provided for in the Contract, unsuitable operating materials or fuels, defective construction work, unsuitable subsoil conditions, or special external influences. If the Customer or any third party carry out improper maintenance work or modifications to the Deliveries and Services, the corresponding consequences shall not be subject to the Supplier's liability for defects.
- 11.5 The Supplier shall not be liable for normal wear and tear. Wear parts are excluded from any liability for defects, except in case the Customer provides proof that the damage or defect is not caused by normal wear and tear.
- 11.6 Any further liability for defect claims is excluded - to the extent permitted by applicable law.

12. Liability

- 12.1 The Supplier shall be liable for any culpable injury to life, body or health in accordance with the applicable law. Furthermore, the Supplier shall be liable, regardless of

- 12.2 The Supplier shall be liable for any culpable breach of material contractual obligations. In the case of negligence, however, liability is limited to damages typical for this type of contract which the Supplier could reasonably have foreseen at the time of conclusion of the Contract. Material contractual obligations are obligations that are essential for the formation of the Contract, on the fulfilment of which the Customer may regularly rely, and which make the proper performance of the Contract possible at all.
- 12.3 For breaches other than culpable injury to life, body, or health or material contractual obligations ("Other Damages"), the Supplier's total liability for damages resulting from negligent acts or omissions is limited to a total amount of 10% of the Contract Price.
- 12.4 In any event, the Supplier shall not be liable (except in the case of wilful acts or omissions)—to the extent permitted by law—for indirect or consequential damage, such as loss of profit, loss of production, or resulting losses, etc.
- 12.5 The Supplier's liability for damage resulting from nuclear accidents is excluded. The Customer shall indemnify the Supplier against all claims resulting therefrom.
- 12.6 All liability claims shall become statute-barred within the period specified in the section "Liability for Defects".
- 12.7 Particularly in cases where the Contract includes operation and maintenance services, the Customer is obliged to take out a comprehensive Industrial All Risk (IAR) policy covering the plant and all assets, including material stocks on and off-site, against fire and associated perils, force majeure, terrorism, property damage, lightning, theft and burglary, all electrical, mechanical and electronic breakdowns and business interruption, and including cover for loss of profit; the insurance must be customary in the industry and comply with statutory provisions, and the agreed deductibles must be reasonably acceptable to the Supplier. The Supplier as well as its Affiliated Companies, employees, sub-contractors, and all natural or legal persons with whom it has concluded contracts for the provision of Deliveries and/or Services in connection with the Contract, must be included as co-insured parties in the insurance policies to be taken out by the Customer; this co-insurance must include a complete waiver of recourse and subrogation claims against the named persons.

13. Force Majeure

- 13.1 If Force Majeure affects the Supplier or the Customer, the affected Party shall not be in default with regard to the obligations affected by Force Majeure; and its obligation to fulfil or timely fulfil these obligations shall

be automatically suspended for the duration of the Force Majeure. Notwithstanding other provisions in this Clause, Force Majeure shall not apply to the obligation of the Parties to make payments due under the Contract to the counterparty.

13.2 **"Force Majeure"** means events or circumstances of any kind which:

- a. are beyond the reasonable control of the Party invoking Force Majeure;
- b. were neither effective nor reasonably foreseeable at the date of conclusion of the Contract;
- c. do not constitute acts, events or conditions the risks or consequences of which the affected Party has expressly assumed, and which
- d. cannot be rendered harmless, remedied, averted, offset, negotiated, or otherwise overcome despite the immediate application of due diligence by the affected Party relying on Force Majeure (or by third parties under the control of the affected Party, including sub-contractors); and refers, taking into account the foregoing, to events or circumstances or the combination of events or circumstances of any kind.

13.3 Force Majeure Events may include but are not limited to:

- a. natural disasters, such as floods, earthquakes, lightning, hail and resembling calamities,
- b. war, hostilities, invasion, hostile acts, and civil commotion,
- c. epidemic/pandemic,
- d. travel warnings by the German Federal Foreign Office,
- e. strike or lock-out,
- f. rebellion, riot, terrorism, revolution, insurrection, military or usurped power and sabotage,
- g. fire, munitions, explosives, ionising radiation or contamination by radioactivity, insofar as they are not attributable to the use of such munitions, explosives, radiation or radioactivity by the affected Party,
- h. restrictions due to court orders (not resulting from breaches, non-performance or fault of the affected Party),

which, despite all reasonable efforts of the affected Party to prevent or mitigate the effects of such events, delay or interrupt the fulfilment of its contractual obligations, provided that the event of Force Majeure has not arisen, either in whole or in part, through the failure, omission, or negligence of the affected Party relying on Force Majeure.

13.4 **Notification of Force Majeure**

If a Party is or is likely to be prevented by Force Majeure from the fulfilment of any of its contractual obligations, it

shall notify the other Party of the event or circumstances constituting the Force Majeure, specifying the obligations the fulfilment of which is or will be impeded. Such notification shall be given within 14 days after the Party became aware, or ought to have become aware, of the relevant event or circumstance constituting Force Majeure. Upon giving such notification, the Party shall be released from the performance of such obligations for as long as the Force Majeure impedes it from doing so.

13.5 **Consequences of Force Majeure**

Upon the occurrence of any Force Majeure event the Parties shall endeavour to continue to fulfil their obligations under the Contract so far as reasonably practicable and shall at all times use their best endeavours to minimise delays resulting from the event of Force Majeure.

If the Supplier is impeded by an event of Force Majeure, of which it has notified the Customer, from the fulfilment of one of its obligations under the Contract, and if delays and/or costs arise due to this event of Force Majeure, the Supplier shall be entitled to:

- a. a reasonable adjustment of the agreed schedule and milestones by the duration of the delay, if the Deliveries and Services are or will be delayed; and
- b. the reimbursement of costs reasonably incurred due to the event of Force Majeure.

13.6 **Termination due to Force Majeure**

If the fulfilment of a material part of the contractual obligations of a Party is impeded by Force Majeure, of which it has notified the other Party, for a continuous period of three months or for several periods totalling more than three months due to the same notified event of Force Majeure, either Party may terminate the Contract with immediate effect.

In the event of such termination, insofar as not already paid by the Customer, the Customer shall pay the Supplier the following amounts upon receipt of a corresponding invoice:

- a. the amounts payable for any part of the Deliveries and Services carried out in accordance with the Contract; and
- b. the costs—including transport costs—for equipment and materials which were ordered for the Deliveries and Services and delivered to the Supplier or which the Supplier is obliged to accept; the Deliveries and Services in question shall pass into the ownership of the Customer upon payment by the Customer; as well as
- c. all other proven costs incurred which result directly from such termination, such as cancellation fees claimed by sub-contractors.

Notwithstanding the Customer's payment obligation, the Supplier is obliged at all times, within the scope of its obligation to avert, minimise, or mitigate losses, to use elsewhere or sell Products and Services which have not

already been delivered to the Customer and the delivery of which is not in the Customer's interest. For the avoidance of doubt: The Supplier shall not be entitled to claim any loss of profit in relation to the Deliveries and Services nor shall it be entitled to any payments for non-deployment or under-utilization of its staff following the termination of the Contract.

14. Termination

14.1 The Customer may terminate the Contract at any time prior to the final provision of the Deliveries and Services in accordance with Section 648 of the German Civil Code (*Bürgerliches Gesetzbuch*). The notice period is four (4) weeks. Notice must be given in writing.

14.2 The right of the Parties to terminate the Contract for cause shall remain unaffected.

14.3 The Supplier is entitled, in particular, to terminate the Contract for good cause—upon giving thirty (30) days' written notice to the Customer—if amounts due and contractually payable to it have not been settled within sixty (60) days of invoicing.

14.4 The Customer may terminate the Contract (or parts thereof) for good cause, in particular if the Supplier breaches a material contractual obligation and this breach of contract does not lead to contractual claims regulated elsewhere, provided that: (a) the Customer first notifies the Supplier in writing in full detail of the breach of contract and its intention to terminate, and (b) the Supplier fails, within 30 days of receipt of the notice (or a longer period agreed in writing deemed reasonable by the Parties), either (1) to commence the remedy of the breach and diligently continue the same or (2) to provide reasonable evidence that no breach has occurred. If the Customer terminates the Contract in accordance with this Clause, the Customer shall pay to the Supplier all portions of the Contract Price attributable to Deliveries and Services which the Supplier has performed up to that point at its then-current charge rates for time and material.

Any expulsion from the site and termination or withdrawal in accordance with this Clause 14.4 shall not affect the other contractual rights or powers of the Customer, including its claim for damages and/or reimbursement of costs and expenses and/or compensation and indemnification.

15. Changes

15.1 The Supplier is entitled to demand (i) a reasonable adjustment of the agreed schedule and the milestones for any delay, if the execution of the Deliveries and Services is or will be delayed by one or more of the events listed below, and (ii) in the event of the

occurrence of one of the following events, a reasonable adjustment of the Contract Price, provided that: This applies only insofar as the events listed below are not attributable to any fault of the Supplier:

- a. decisions by courts or public authorities issued after the Date of Conclusion of Contract and having a significant effect on the Deliveries and Services;
- b. changes to the framework conditions for planning after the Date of Conclusion of Contract associated with significant technical changes;
- c. changes in the applicable law after the Date of Conclusion of Contract;
- d. changes to the commissioned Deliveries and Services requested by the Customer or deviations from the original specifications;
- e. change in currency exchange rates (where applicable);
- f. suspension or termination of the execution of the Deliveries and Services instigated by the Customer or third parties for which the Supplier is not responsible,
- g. failure of the Customer to comply with its contractual obligations;
- h. events of Force Majeure.

15.2 If the Supplier wishes to adjust the schedule or claim remuneration for costs incurred, it shall notify the Customer thereof as soon as possible—but no later than within 15 working days after the commencement of the event giving rise to the claim. The notification shall be supported by all information, details and documents available to the Supplier at that time. Following the notification, the Supplier shall submit its application for adjustment of the schedule or remuneration of the costs incurred as soon as possible—but in any event within 20 working days after the cessation of the event giving rise to the claim—together with complete supporting evidence, such as information, documents, and details.

15.3 The Customer shall agree to an adjustment of the schedule and settlement of the costs incurred which is fair and reasonable under the given circumstances in a timely manner (but in any event within 20 working days) after receipt of the Supplier's application, by issuing a corresponding written Order.

16. Confidentiality

16.1 All documents and information provided under the Contract shall be treated confidentially by the respective recipient; any use or utilisation deviating from the purpose of the Contract shall require the prior written consent of the disclosing Party. If a Party is required to disclose certain documents and information to its Affiliated Companies, consultants, or sub-contractors, it shall ensure that the recipients thereof are subject to confidentiality obligations which are at least as stringent as the obligations agreed in the

- Contract.
- 16.2 This obligation shall remain in force for three years after termination of the Contract.
- 16.3 Exempt from the provisions of the preceding paragraphs are documents and information which:
- (i) were already publicly known or accessible at the time of their disclosure without breach of the confidentiality obligations governed by these GTC by the recipient, or which subsequently become publicly known or accessible;
 - (ii) were already lawfully in the possession of the recipient at the time of receipt, or which are subsequently made available to it by third parties entitled to do so who are not obliged to treat the same confidentially;
 - (iii) which the recipient has independently developed or had developed by third parties without the use of confidential documents and information or parts thereof.
- 16.4 The prior written consent of the disclosing Party shall not be required if and to the extent that the recipient is required to disclose confidential documents and information in order to (i) comply with mandatory statutory provisions, (ii) comply with court orders, or (iii) avoid or institute legal proceedings in this regard, provided always that the recipient has given the disclosing Party prior written notice of such disclosure, to the extent permitted by applicable law.
- The recipient is obliged to take all reasonable and permissible measures to avoid and/or reduce such disclosure to the greatest extent possible. With regard to proprietary rights, the statutory obligations under applicable law shall apply.
- 17. Advertising Material**
References to the business relationship existing with the Supplier in information and/or advertising material require the prior express written consent of the Supplier.
- 18. Compliance with Codes of Conduct and the Law**
- 18.1 The Supplier draws attention to the Code of Conduct applicable to the Steag Iqony Group, including itself and its Affiliated Companies (available on request). It expects its business partners to observe this Code of Conduct and the codes on "Minimum Standards of the UN Global Compact" and "Core Labor Standards of the International Labor Organization (ILO)".
- 18.2 The Customer undertakes not to commit any acts or omissions which could result in criminal prosecution and to comply with all laws and regulations concerning it and the business relationship with the Supplier.
- 18.3 With regard to the prevention of corruption, the Customer warrants that its executives and employees or the executives and employees of Affiliated Companies shall, at all times during the term of the Contract, observe without exception the highest ethical standards and shall not engage, directly or indirectly, in Corrupt Practices in relation to their business activity and management. The Customer further undertakes to conduct its business activity and management in accordance with the standards of the "OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions" and the regionally applicable anti-corruption laws (collectively "Anti-Corruption Laws").
- "Corrupt Practices" means the direct or indirect offering, giving, accepting, receiving, promising, or soliciting of items of economic value or promises to influence the actions of persons in relation to the conduct of the Parties' business, as well as misrepresentations or the concealment or suppression of facts or the disclosure of incomplete facts in order to influence other persons to enter into business in relation to or in connection with the business relationship of the Parties, or the direct or indirect impairment or harm or threats to impair or harm persons or assets in order to influence the participation or actions of the same in relation to the business within the scope of the business activity or management of a Party or in connection therewith or business in connection with this Contract. The Parties shall further ensure that intermediaries, project initiators, customs agents, sub-contractors, or others acting on their behalf (collectively referred to as "Co-Obligors")—insofar as they conclude contracts or cooperate with third parties—impose on such third parties anti-corruption provisions which provide for at least the same standards of conduct as those laid down in this Clause, and that they will properly monitor the Co-Obligors.
- 19. Data Protection**
- 19.1 The Supplier named in the Contract is the Controller for data processing. The Customer may contact the Data Protection Officer responsible for the Supplier at the following address:
- STEAG GmbH
Group data protection officer
Rüttenscheider Straße 1-3
45128 Essen
datenschutz@steag.com
- 19.2 For the processing of personal data in our software products, we refer to the Annex Data Processing Agreement.
- 19.3 The Supplier processes personal data in compliance with the EU Data Protection Regulation (GDPR), the Federal Data Protection Act (BDSG) and all other relevant data protection regulations in accordance with the principles of data avoidance, data economy and data security. Unless otherwise stated below, the terms "process" and "processing" also cover in particular the

collection, use, disclosure and transmission of personal data.

Iqony Solutions GmbH is part of the Iqony Group. The Iqony Group is a group of companies in the sense of Art. 4. no. 19 GDPR. Consequently, the Supplier derives a legitimate interest in processing personal data of its business partners within the Group. In the course of cooperation with business partners, the Supplier processes personal data for the following purposes:

- Communication with business partners on products, services and projects, for example to process business partner inquiries;
- Planning, execution and administration of the (contractual) business relationship between the business partner and the Supplier, e.g. to process the order of products and services, including accounting, invoicing and debt collection and to carry out deliveries, maintenance activities or repairs;
- Maintaining and protecting the security of the Supplier's Products and Services as well as its websites, preventing and detecting security risks, fraudulent conduct, or other criminal acts or acts committed with malicious intent;
- Compliance with:
 - legal requirements (e.g. retention obligations under tax and commercial law),
 - existing obligations to conduct compliance screenings (to prevent economic crime or money laundering).

A transfer to external parties for advertising purposes is not provided for.

The Supplier processes personal data for the aforementioned purposes. This includes all information relating to identified or identifiable natural persons ("data subject"), e.g.:

- Business contact information, such as first and last name, address, telephone number, mobile phone number, fax number and e-mail address;
- Payment data, such as information required for processing payment transactions or for fraud prevention

The processing of personal data is necessary to achieve the above-mentioned purposes, including the implementation of the (contractual) business relationship with the business partner. The legal bases for data processing are pursuant to Art. 6 para. 1 GDPR

- a contract with a data subject or pre-contractual measures relating thereto
- compliance with the Supplier's legal obligations or
- the protection of the legitimate interests pursued by the Supplier or
- the explicit given consent of the data subject.

19.4 The Supplier may transfer personal data to other Iqony Group companies if this is necessary to fulfil the above-mentioned purposes.

The Supplier may transfer personal information to courts, regulatory authorities or law firms to the extent permitted and necessary by law to comply with applicable law or to assert, exercise or defend legal claims.

The Supplier may engage external service providers to fulfil its contractual and statutory obligations. These service providers shall only act in accordance with the Supplier's instructions, be contractually engaged, and obliged to comply with the applicable data protection requirements.

The recipients of the data are preferably located within the EU, but possibly also in countries outside the European Economic Area ("third countries"), in which the applicable law does not guarantee the same level of data protection as in the EU. In this case, the Supplier shall take measures to ensure appropriate safeguards for the protection of personal data (Art. 45, 46 GDPR).

19.5 The Supplier shall delete the Customer's personal data as soon as it is no longer necessary for the fulfilment of the aforementioned purposes, unless statutory retention obligations (e.g. retention obligations under commercial and tax law) prevent such deletion.

19.6 If a data subject has given its consent to the processing of personal data, the data subject has the right to withdraw its consent at any time with effect for the future.

19.7 A data subject has the right, where applicable, regarding their personal data:

- to require confirmation as to whether the Supplier is processing personal data concerning them, and to obtain **access** to the personal data processed by the Supplier as well as further information regarding the processing thereof,
- to demand the **rectification** of inaccurate personal data,
- to demand the **erasure** of the personal data processed by the Supplier,

- to demand the **restriction** of processing of personal data by the Supplier,
- to receive personal data which the data subject has provided to the Supplier in a structured, commonly used, and **machine-readable** format or to demand that the personal data be transmitted to a third party,
- to **object** to the data processing of their personal data by the Supplier.

The data subject may contact the above addresses in this regard.

19.8 The data subject may appeal to the data protection officer mentioned above or to the data protection supervisory authority.

20. Export Control

20.1 If the Customer transfers Products delivered by the Supplier or Services (including all kinds of technical support) performed by the Supplier to a third party, the Customer shall comply with all applicable national and international (re-)export control regulations. In any event of such transfer of Products and Services the Customer shall comply with the (re-)export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

20.2 Prior to any transfer of Products and Services to third parties, the Customer shall verify and ensure by appropriate measures, in particular, that

- a. such transfer as well as the brokering of contracts regarding such Products and Services or the provision of other economic resources in connection with such Products and Services does not violate an embargo imposed by the European Union, the United States of America, and/or the United Nations, also taking into account restrictions on domestic transactions and prohibitions on the circumvention of such embargos;
- b. Such Products and Services are not intended for use in connection with chemical, biological or nuclear weapons or related missile technology nor in connection with a military end-use (e.g. installation in military goods) or civilian nuclear end-use (e.g. use in connection with the operation of a civilian nuclear plant), if and to the extent such use is subject to prohibition or authorisation, unless required authorisation is provided. Furthermore, the Customer shall ensure that the delivered goods—even if passed on to third parties—are used exclusively for civil purposes and not for internal repression, human rights violations, or acts of terrorism of any kind, and that
- c. the regulations of all applicable sanctions lists of the

European Union and the United States of America regarding trade with companies, persons, and organisations listed therein are complied with.

20.3 To the extent necessary for export control checks to be carried out by the authorities or the Supplier, the Customer shall, upon request, immediately provide the Supplier with all information regarding the respective end users, destinations, and specific intended uses of the Products and Services, as well as any existing export control restrictions. Furthermore, upon request by the Supplier, the Customer shall issue End-Use Certificates and submit the originals thereof insofar as the Supplier itself is obliged in the individual case to prove the final destination and end-use to the competent export control authorities.

20.4 The Customer shall indemnify the Supplier against all claims, proceedings, actions, fines, losses, costs, and damages arising out of or in connection with the non-compliance with export control regulations by the Customer, and shall compensate the Supplier for all losses and expenses resulting therefrom.

20.5 The effectiveness and implementation of the Contract is subject to receiving all necessary export permits (if any) and/or it is subject to the non-existence of any other obstructions due to applicable national and international (re-)export control regulations including (re-)export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America export or intra-community transfer regulations to be complied with by the Supplier as exporter or dispatcher or to be complied with by its subcontractors.

20.6 The Supplier shall not be in default of performance (Section 286 German Civil Code – *Bürgerliches Gesetzbuch*), if the Supplier is prevented from timely delivery owing to an application or authorisation procedure under foreign trade law. In this case, the agreed delivery time shall be reasonably extended by the duration of the delay resulting from this procedure and other possible legal remedies.

20.7 If the competent authorities do not grant export control clearances or other approvals, or if legal obstacles to the performance of the Contract or with regard to Products or Services exist due to export control or embargo measures to be observed by the Supplier, the Supplier shall be entitled to withdraw from the Contract or from individual delivery obligations. In such case, all claims of the Customer – particularly claims for damages – shall be excluded.

21. “NO RE-EXPORT TO RUSSIA” / “NO RE-EXPORT TO BELARUS” Clause

21.1 The Customer undertakes not to sell, supply, transfer, or export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus,

any Products which fall under Art. 12g of Regulation (EU) No 833/2014 or Art. 8g of Regulation (EU) No 765/2006 and which were delivered to it under this Contract or are in connection with it.

21.2 The Customer shall undertake its best efforts to ensure that the purpose of Clause 21.1 is not frustrated by any third parties further down the commercial chain, including by possible resellers.

21.3 The Customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate the purpose of Clause 21.1.

21.4 Any violation of Clauses 21.1, 21.2 or 21.3 shall constitute a material breach of an essential element of the Contract, and the Supplier shall be entitled to seek appropriate remedies, including, but not limited to:

- In the event of a violation, the Customer must reckon with restrictions or the termination of the business relationship, and in extreme cases, contractual penalties amounting to 5% of the total value of this Contract or of the price of the products sold, supplied, transferred, or exported, whichever is higher, as well as premature extraordinary termination of the business relationship. In the event of a breach of which the Supplier becomes aware, the Supplier shall notify the competent authority (Federal Office for Economic Affairs and Export Control (BAFA)) thereof.

21.5 The Customer shall inform the Supplier immediately upon becoming aware of any problems regarding the application of the preceding paragraphs, including any relevant activities of third parties which could frustrate the purpose of Clause 21.1. Upon simple request by the Supplier, the Customer shall provide information to the Supplier regarding compliance with the preceding Clauses 21.1, 21.2, and 21.3 within 2 weeks.

22. Jurisdiction, Governing Law

22.1 For all legal relations between the Customer and the Supplier, the law of the Federal Republic of Germany shall apply exclusively, excluding (a) Sections 305 to 310 (inclusive) of the German Civil Code (BGB) regarding General Terms and Conditions, as well as (b) private international law regarding the choice of law, and (c) the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

22.2 Any disputes, differences of opinion between the Parties, or claims which cannot be settled amicably shall be finally decided under the Rules of Arbitration of the International Chamber of Commerce (ICC) either by one arbitrator—provided the amount in dispute does not exceed

EUR 500,000—or—in all other cases—by three arbitrators; the arbitrators shall be appointed in accordance with the said Rules of Arbitration. The arbitration proceeding shall take place in Düsseldorf (Germany), in the language of the Contract.

22.3 The arbitral award shall be binding on the Parties and unappealable (insofar as such a waiver is legally valid).

23. Miscellaneous

23.1 The Customer shall not, without the prior written consent of the Supplier, sell, assign, transfer, charge, pledge, or otherwise dispose of or assign to third parties the Contract or parts thereof, or sell, assign, transfer, charge, pledge, or otherwise dispose of or assign to third parties any rights, services, obligations, or benefits in connection with or under the Contract.

23.2 Should a provision of the Contract be or become invalid for substantive or formal reasons, the validity of the remaining provisions shall not be affected thereby. Instead, the Parties are obliged to replace the invalid provision with a clause, which corresponds to the economic result of the invalid provision and becomes effective immediately upon the occurrence of the invalidity of the provision in question. The same shall apply to the filling of any gaps which become apparent during the performance of the Contract.

23.3 All amendments and/or changes of the Contract or these GT&C require a written agreement between the Parties of the Contract in order to become effective.