

## **General terms and conditions of the Ing. Tsetinis Beratungs GmbH**

### **1. GENERAL PROVISIONS**

- 1.1 The subject of the following General Terms and Conditions (hereinafter referred to as "GTC") are all services of Ing. Tsetinis Beratungs GmbH (hereinafter referred to as "TC") to the Customer, in particular in the area of management consulting and cost engineering.
- 1.2 Details also result from TC's offer to the customer ("offer"), which the customer accepts by placing his order. Offers from TC are always subject to change.
- 1.3 The GTC, the offer and any other agreements are hereinafter jointly referred to as the "contract".
- 1.4 The following terms and conditions apply exclusively, unless they are amended with the express written consent of TC with the express designation of the outline number of these conditions from which deviation is to be made. Other additional agreements are only binding if they are made in writing.
- 1.5 Deviating terms and conditions of the Customer, which TC does not expressly acknowledge in writing, are non-binding for TC, even if these are referred to in the order and TC does not expressly object to them again.
- 1.6 If one contracting party breaches one or more provisions of these Terms and Conditions or of the contract concluded on the basis of these Terms and Conditions and if the other contracting party does not draw any conclusions therefrom, no waiver of the obligation to comply with these provisions can be derived from this even in the event of repetitions.
- 1.7 Should any provision of these Terms and Conditions or of the other agreements made be or become invalid, this does not affect the validity of the remainder of the contract. However, this does not apply, if adherence to the contract in this case would represent an unreasonable hardship for a contractual partner. The contracting parties will replace the invalid provision with a provision that is as close as possible to its economic success.

### **2. OFFER AND SCOPE OF SERVICE**

- 2.1 Orders of the Customer bind TC only after their written confirmation.
- 2.2 Only the written order confirmation of TC is decisive for the scope of delivery.
- 2.3 TC reserves the right of ownership and copyright to cost estimates, drawings, plans and other documents and information of a physical and intangible nature, also in electronic form; they can only be made accessible to third parties with the prior written consent of TC.
- 2.4 The customer assumes full responsibility for the information and documents to be provided by him, such as drawings, models, gauges, samples or the like.

### **3. OBLIGATIONS OF THE CUSTOMER**

- 3.1 3.1 As a precondition for the provision of services by TC, the Customer will (i) fulfill the customer obligations incumbent on him (as defined in the offer) and ensure that all conditions (as set out in the offer) are met, (ii) provide TC with the necessary reliable, correct and complete information, (iii) make decisions in a timely manner and obtain the necessary consents from management, and (iv) provide suitable office space and the necessary resources and tools to TC's employees to the extent necessary for the performance of the Order in sufficient quantities.
- 3.2 The customer is solely responsible, among other things, for: (i) making all management decisions and performing all management functions, (ii) appointing a competent, preferably senior, employee to oversee the Services, (iii) taking responsibility for the actions to be taken arising from these results, (iv) deciding, which TC or other third party proposals should be implemented, (v) assume responsibility for the preparation and proper presentation of the financial statements in accordance with the relevant accounting rules and (vi) assume responsibility for the design, establishment and maintenance of internal controls.

### **4. RESULTS TO BE ACHIEVED, RIGHTS OF USE**

- 4.1 TC owes the provision of the service defined in the contract, not a specific economic success.
- 4.2 TC grants the Customer the non-exclusive, non-transferable, non-sublicensable right to use, reproduce, distribute internally and modify the results expressly described in the Agreement (the "Results to Be Provided") exclusively for internal business purposes. Without the prior written consent of TC, the Customer shall not disclose, publicly cite or refer to any third party the results to be provided. Except as provided in Clause 4.2, first sentence, TC reserves all rights and claims with respect to: (i) the Results to be delivered, in particular with respect to all patents, copyrights, trademarks and other intellectual property rights related thereto; and (ii) all methods, processes, ideas, concepts, trade secrets and know-how contained in the Results to be delivered or developed or delivered by TC in connection with this Agreement (the "TC Know-how"). Subject to the confidentiality restrictions in para. 10 TC has the right to use the results to be provided and the TC know-how for any purpose.

### **5. ACCEPTANCE**

The customer is obliged to accept results to be provided as in accordance with the contract that (i) meet the requirements of the contract or (ii) if applicable, successfully pass the acceptance test plan. The Customer will promptly notify TC if the deliverables do not meet such requirements („Non-Compliance") and TC will be given sufficient time, depending on the degree and complexity of the Non-Compliance, to remedy such Non-Compliance. If the Customer uses the deliverables prior to acceptance, fails to promptly notify TC of any non-conformance or unnecessarily delays the commencement of acceptance testing, the deliverables will be considered as accepted by the Customer.

## **6. DEFECT CLAIMS**

- 6.1 TC carries out the services with expertise and the necessary care. The customer is entitled to remedy any defects, insofar as the removal is possible with a reasonable effort, and if the customer has notified TC of the defects in writing within thirty days after provision of the services or, if necessary, after successful completion of the acceptance test plan. If the defect cannot be remedied or if the subsequent performance fails, the customer reserves the right to withdraw from the contract or to demand a reduction of the remuneration. If the order has been placed by a customer within the scope of his business, a legal entity under public law or a special fund under public law, the customer can only withdraw from the contract if the service provided is of no interest to him due to the failure of the subsequent performance. Clause 7 applies to any further claims for damages.
- 6.2 Claims under the preceding paragraph that are not based on an intentional act become statute-barred after one year from the beginning of the statutory limitation period.
- 6.3 TC is not liable for the products or services of third parties who are not subcontractors of TC. The Customer's sole and exclusive rights and remedies with respect to such third party products or services are against the third party and not against TC.

## **7. LIABILITY**

- 7.1 As far as TC is liable for damages under a contract, its liability is limited to such damages that were foreseeable at the time of conclusion of the contract using customary care as a possible consequence of a breach of contract.
- 7.2 The liability for data loss is limited to the typical restoration effort that would have occurred if data backups had been carried out regularly and in accordance with the risk, unless the data backup is expressly the responsibility of TC.
- 7.3 TC's liability for claims for damages of any kind is limited to an amount of EUR 3,000,000 in the event of a single case of damage, unless another amount has been agreed in writing in an individual case ("Maximum Liability Amount"). Should the customer consider a higher maximum liability amount necessary for an individual case, this can be covered by the conclusion of an individual risk insurance policy. The additional costs arising from the increase of the maximum liability amount are to be borne by the customer.
- 7.4 A single case of damage is also given with regard to a uniform damage resulting from several breaches of duty. The individual case of damage includes all consequences of a breach of duty regardless of whether damage has occurred in one or more consecutive years. In this context, multiple actions or omissions based on the same or similar source of error are deemed to be a uniform breach of duty if the matters concerned are legally or economically related. In this case TC can only be claimed up to the maximum liability amount.
- 7.5 The restrictions in paragraphs 7.1 to 7.4 do not apply to the liability of TC in case of intentional or grossly negligent conduct as well as for injury to life, body or health.

- 7.7 The provisions made in paragraphs 7.1 to 7.5 also apply to other persons, insofar as their liability claims are based on the fact that they are included in the scope of protection of the order. These must allow any contributory negligence on the part of the customer to be taken into account. Any third parties included in the scope of protection of the contract and the customer can claim the maximum liability amount once and, insofar as their claims exceed the maximum liability amount in total, are joint creditors in the meaning of §§ 890, 892 of the Austrian Civil Code. TC is also entitled to objections from the contract with the customer against any third parties included in the scope of protection of the contract.
- 7.8 Since TC provides the Services exclusively for the benefit of the Customer, the Customer indemnifies TC, its affiliates and their partners, and other employees of all costs, charges, expenses, damages and liabilities in connection with any claim by a third party in connection with or arising out of the Services provided by TC or in connection with any claim by a third party arising out of the Customer's use of the deliverables or this Agreement (including the costs of legal representation).
- 7.9 Actions against TC must be brought within a period of eighteen months from the date on which the plea arose. Shorter limitation periods remain unaffected by this.

## **8. EMPLOYEE**

- 8.1 TC will endeavor to comply with the Customer's request for the use of certain employees, but will appoint and reassign employees as is appropriate and possible for the provision of the Services.
- 8.2 Both parties undertake not to directly or indirectly poach or employ employees of the other party (employees or freelancers) who were involved in the provision of the service during the provision of the services and for a period of 6 months after their completion. The right of each contracting party to place job advertisements in publicly accessible media remains unaffected.

## **9. TERMINATION**

- 9.1 This Agreement may be terminated by either party upon written notice to the other party at any time with fifteen (15) days' notice.
- 9.2 The customer reimburses TC for the services and expenses incurred up to the date of effectiveness of the termination and compensates TC for all costs incurred in connection with the termination.
- 9.3 With the exception of matters relating to confidentiality or industrial property rights, the parties will first attempt to settle disputes or an alleged breach of the contract internally with the involvement of the management and seek an amicable settlement. Each party is free to take legal action.

## 10. CONFIDENTIALITY

- 10.1 The contracting parties undertake to keep secret all information coming to the knowledge of the respective other contracting party, e.g. business and trade secrets, data as well as their process and results, other technical or commercial information of any kind ("Confidential Information"), i.e. not to make it directly or indirectly accessible to third parties orally or in writing or in any other way and to use it only for the execution of the contract. The receiving party will not observe, examine, dismantle or test any products and items provided that contain Confidential Information without the consent of the transferring party.
- 10.2 The duty of confidentiality applies to all information of a contractual partner that he has disclosed in documents provided, oral or written suggestions, minutes of conversations, on data carriers, by means of electronic data transmission or in any other way.
- 10.3 In any case, the respective transferring contractual partner reserves all rights regarding all Confidential Information handed over by him. This applies in particular to copyrights, industrial property rights of all kinds as well as exploitation and usage rights. No contractual partner is going to register an industrial property right which is also based on Confidential Information received from the other contractual partner without the prior written consent of the other contractual partner.
- 10.4 The disclosure of Confidential Information to employees of the contracting parties received from the other contracting party is permitted, provided that these employees have previously been obligated to confidentiality in a manner corresponding to this confidentiality clause.
- 10.5 The transfer to other companies, their employees or other third parties is only allowed after prior written consent of the other contracting party. Excluded from this are TC and companies affiliated with TC within the meaning of § 15 of the Austrian Stock Corporation Act as well as their employees. These are not qualified as "third parties" in the sense of this confidentiality clause.
- 10.6 The duty of confidentiality also applies to information from any other company affiliated with TC within the meaning of Section 15 of the Austrian Stock Corporation Act.
- 10.7 The confidentiality obligation does not extend to confidential information that (a) has already been demonstrably published at the time of notification to the other contractual partner, (b) the contracting party receiving the information was demonstrably already aware of it before its notification by the other contractual partner, or (c) was demonstrably developed independently and without recourse to the received information by the contractual partner receiving the information.
- 10.8 The confidentiality obligation ends as soon as and to the extent that (i) the relevant Confidential Information is published without the direct or indirect cooperation of the respective contractual partner receiving the information, or (ii) the relevant information is lawfully disclosed to the respective receiving contractual partner by a third party who is not obliged to maintain secrecy vis-à-vis the contractual partner providing the information.
- 10.9 The contractual partner receiving the Confidential Information is entitled to pass on information if required by law. In this case, however, he is obliged to notify the other contractual partner without delay in order to give the latter the opportunity to take timely measures against the transfer.

- 10.10 The confidentiality obligation exists until the expiry of five years after termination of the contract.
- 10.11 Insofar as the customer receives or stores confidential information in electronic form, he must protect it as personal data against unauthorized access in accordance with § 6 of the Austrian Data Protection Act.

## **11. EXPORT CONTROL**

- 11.1 Each party undertakes to comply with the applicable export control laws regarding the export of goods, technology and services.
- 11.2 The Customer informs TC before the transfer of goods or technology if and to what extent there are export control approval requirements.

## **12. CHANGE REQUEST**

If the Customer requests a modification, addition or change of the agreed services or new functions, the Customer will send a change request to TC. The change request must contain a sufficient description of the desired change. TC will examine the change request as well as the impact on costs and scheduling and submit an offer for implementation to the customer. If the change is to be made, the customer will commission it in accordance with TC's offer. Until the change request has been effectively commissioned, TC is entitled to continue processing the service defined in the original contract for a fee.

## **13. FORCE MAJEURE**

- 13.1 Force majeure releases the parties from their performance obligations for the duration of the disturbance and to the extent of its effect. This also applies if the force majeure occurs at TC's sub-suppliers or at a time when the affected contracting party is in default.
- 13.2 In summary, force majeure refers to the occurrence of unforeseen obstacles that are beyond the will of the affected contractual partner, e.g. operational disruptions, storms, war, fire, pandemic events or other disasters. This also applies to industrial disputes, in particular strikes and lockouts. This also applies if the aforementioned circumstances occur at sub-suppliers.
- 13.3 The affected party will immediately notify the other party in writing of the beginning and end of the force majeure.
- 13.4 If the force majeure lasts longer than 6 (six) calendar months, the other party is entitled to terminate this contract for good cause.

**14. GENERAL PROVISIONS**

- 14.1 Neither party is allowed to use the other's name, brands, logos, trade names and/or trademark without the other's prior written consent. TC is permitted to mention or list Customer's name and/or a general description of the Services/Project, unless otherwise provided herein. In addition, the customer agrees to provide information about TC after reasonable prior notification by TC (e.g. in the form of telephone conversations with analysts, with customers, presentations, and the like).
- 14.2 Rights and obligations under this contract cannot be assigned or otherwise transferred without the prior express written consent of the other party. TC is entitled to transfer rights and obligations under this contract to an affiliated company of its international organization or to use its subcontractors provide the services.
- 14.3 If any provision of this Agreement is held to be unlawful or unenforceable, this provision is deemed deleted and all other provisions remain full force and effect.
- 14.4 This Agreement does not constitute an agent or legal representative of either party, nor does it create a company or joint venture. The parties are independent contracting parties and act on their own account.
- 14.5 The law of the Republic of Austria applies to this contract.
- 14.6 The place of performance and jurisdiction for all performances under this contract is Kuchl near Salzburg.
- 14.7 Changes or additions to these GTC as well as the contractual agreements concluded on the basis thereof must be made in writing. This also applies to a change in the written form requirement. Point. 1.4 remains unaffected.
- 14.8 The parties agree that electronic signatures (e.g. DocuSign) can be used for the legally effective conclusion of the contract.
- 14.9 The Customer acknowledges and agrees that (i) TC and the Customer generally correspond or send information via e-mail over the Internet, unless the Customer expressly refuses to do so in writing, (ii) neither party has any control over the performance, reliability, availability or security of electronic mail via the Internet, and (iii) TC is not liable for any loss, damage, expense, detriment or disruption arising from the loss, delay, interception, destruction or alteration of electronic mail due to causes beyond TC's control.