

GENERAL TERMS AND CONDITIONS (GTC)

Exyte Germany GmbH, a limited liability company based in Stuttgart,
registered with the Commercial Register of the Stuttgart Local Court under the number HRB 17278
with headquarters in Löwentorstraße 42, 70376 Stuttgart, Germany
(hereinafter referred to as "**EXYTE**")

1. Applicable law

The law of the Federal Republic of Germany, excluding the conflict of laws and the UN Convention on Contracts for the International Sale of Goods (CISG), shall apply to the contracts concluded subject to these General Terms and Conditions ("GTC"), their conclusion, validity, interpretation and implementation as well as to all other legal relationships existing between the parties.

2. Contractual bases

2.1 In addition to these General Terms and Conditions, the following special contractual terms and conditions are included in a contract, depending on the type of contract:

- a. *Special Conditions for Construction Services (SCC)*
- b. *Special Conditions for Design Services (SCD)*
- c. *Special Conditions for Supply (SCS)*
- d. *Special Conditions for Lease (SCL)*.

2.2 The inclusion of the further terms and conditions and the determination of their order of precedence is made by the respective contract type-specific special contractual conditions. Unless otherwise agreed, the current versions of the contractual terms and conditions valid at the time of conclusion of the contract, which are available on Exyte's homepage, shall become part of the contract.

2.3 In the event of contradictions, loopholes or inconsistencies, the following applies:

Contradictions, gaps and inconsistencies are to be resolved primarily by interpreting the contractual bases as a meaningful whole. The general rules of interpretation, according to which the more recent takes precedence over the older and the more specific over the more general, must be taken into account in the interpretation. If an interpretation is not possible according to these rules, the agreements in the negotiation protocol /in the contract shall take precedence over the other contractual bases. Insofar as the VOB/B (*Vergabe- und Vertragsordnung für Bauleistungen, Teil B, Allgemeine Vertragsbedingungen für die Ausführung von Bauleistungen*) has been agreed, the provisions of the negotiation protocol/contract and these GPC shall take precedence.

If contradictions, gaps or inconsistencies remain, EXYTE shall have the right to determine performance in accordance with Section 315 BGB.

Insofar as the Subcontractor's offer becomes part of the contract, the provisions of the negotiation protocol/contract, these GTC and the special conditions shall take precedence over the Subcontractor's offer.

2.4 General terms and conditions of the Subcontractor shall not apply, even if EXYTE does not specifically object to their validity in individual cases. This shall also apply if the Parties refer to a document that contains or refers to the Subcontractor's terms and conditions.

3. EHS/ construction site regulations

If the Subcontractor travels to the construction site to perform its services, the Subcontractor shall observe the provisions of the EHS plan and construction site regulations applicable at the time on the construction site. If these are not available to the Subcontractor, the Subcontractor must request them from Exyte. In this respect, Exyte shall have a right to determine performance within the meaning of Section 315 BGB.

4. Liability

4.1 The liability of the parties shall be governed by the statutory provisions, unless otherwise stipulated in this contract.

4.2 Insofar as claims are asserted against EXYTE by third parties (including social security funds and employers' liability insurance associations) due to a breach of a statutory or contractual provision for which the Subcontractor is responsible, the Subcontractor shall be obliged to indemnify EXYTE against such claims upon first request. However, this shall only apply if EXYTE is directly obliged to pay compensation to these third parties.

4.3 The Subcontractor shall be fully responsible and liable for the actions or omissions of the personnel employed by it, its vicarious agents, suppliers, Subcontractors or other authorised representatives (e.g. also vicarious agents). The liability includes in particular all damage caused by the Subcontractor or its vicarious agents or assistants. The Subcontractor may not claim that it has exercised due diligence in the selection and supervision of its vicarious agents.

4.4 The Subcontractor shall indemnify EXYTE against all claims for damages by third parties in connection with the Project that are culpably caused by the Subcontractor or by third parties commissioned by the Subcontractor.

5. Confidentiality

The Subcontractor is obliged to treat as confidential all information in connection with this Contract that it obtains from EXYTE or third parties in the course of performance and to make it available only to those employees who need the information to fulfil Exyte's orders. Insofar as attached to this Agreement or referred to therein, the Parties shall also be bound by the confidentiality agreement. The Subcontractor shall be obliged to agree corresponding confidentiality agreements with its employees and Subcontractors.

6. Data protection

6.1 The Parties agree that the other Party processes personal data for the purpose of executing the contract, managing objects or the order using data processing systems. Both Parties are responsible for their respective obligations in accordance with EU Regulation 2016/679 ("GDPR") or other data protection laws applicable to them.

6.2 Data processing in Exyte systems and on construction sites
Exyte, as the controller, processes personal data of employees or other personnel of the Subcontractor or its subcontractors in the context of, in connection with or as a result of this contract, including for the purposes of its performance and its termination.

6.3 Data processing by Exyte for the purpose of fulfilling the subject matter of the subcontract agreement

In many cases, the Subcontractor cannot provide the services covered by the contract without Exyte processing personal data of its personnel or the personnel of its subcontractors, for example to ensure construction site safety. The Subcontractor is aware of this fact and ensures that its personnel and the personnel of subcontractors tolerate legally permitted processing activities by Exyte. Where Exyte requests consent, the Contractor ensures that the consent is given voluntarily and without pressure and that the data subject is able to decide not to give it, even if this means that the data subject cannot participate in the provision of the services forming the subject matter of the contract. If personnel of the Subcontractor or personnel of its subcontractor are unable to provide the services of the subject matter of the contract due to legally permitted data processing by Exyte, it is the responsibility of the contractor to provide equally or better qualified replacement without additional costs and without delay.

6.4 Data processing by contractor

The Parties agree that the Subcontractor will, in general, process personal data that Exyte shares with it, as an independent controller. Should the contractor at any time come to the realization that it is processing data under joint controllership with Exyte or as a processor for Exyte, it shall inform Exyte immediately and the Parties shall negotiate a separate agreement to meet the requirements of the applicable laws.

6.5 Duties of the parties as independent controllers

The parties shall process personal data only within the scope of and in compliance with the applicable laws. Each party is responsible for requests from data subjects regarding the processing activities for which it is responsible.

7. Compliance

7.1 EXYTE's Group policies require strict compliance with applicable law and the relevant business standards. EXYTE conducts its business in accordance with the highest moral and ethical principles. In particular, a zero-tolerance threshold applies with regard to corruption. EXYTE applies the same standards when selecting its business partners and will not tolerate illegal, immoral or unethical behaviour by its business partners. Against this background, the parties agree as follows:

7.2 Corruption: The Subcontractor undertakes not to take any action that could be considered a violation of (i) the United States Foreign Corrupt Practices Act, (ii) the U.K. Bribery Act, (iii) Sections 299 et seq. and 330 et seq. Bribery Act, (iii) Sections 299 et seq. and Sections 330 et seq. of the German Criminal Code (StGB), (iv) the UN Convention against Corruption (UNCAC), (v) the OECD Convention against Bribery of Foreign Public Officials or comparable laws and regulations concerning corruption and bribery. The Subcontractor shall not - either itself or through third parties - promise, offer, grant or otherwise make available to government officials and their assistants, company representatives, business partners or other third parties, either covertly or overtly, directly or indirectly, monetary or material benefits that may be suitable for influencing the aforementioned persons in their actions and decisions, encouraging them to violate their duties or exerting their influence on third parties in order to obtain business or other advantages for themselves or third parties.

7.3 Compliance with applicable law: The Subcontractor shall always comply with applicable law. If the Subcontractor is unclear about the content and limits of legal regulations within the scope of the contractual relationship, it shall consult with EXYTE before taking any further action.

7.4 Code of Conduct: The Subcontractor undertakes to observe and comply with the Code of Conduct applicable to all EXYTE companies. The Code of Conduct is available at: <https://www.exyte.net/en/suppliers>.



- 7.5 Duty to inform, indemnification: The Subcontractor shall inform EXYTE immediately if it becomes aware of an actual or potential breach of the above provisions with regard to the contractual relationship with EXYTE or an affiliated company. The Subcontractor shall take all necessary measures to avoid violations of the aforementioned provisions. If the Subcontractor nevertheless violates any of the above obligations, it shall indemnify EXYTE, including its legal representatives, employees and staff, against all claims, damages and costs (including the costs of legal action) that authorities or third parties may assert against EXYTE as a result of the violation.
- 8. Compliance with export control regulations, customs regulations and import restrictions**
- 8.1 The Subcontractor acknowledges that the Services may include goods that are subject to export controls of countries worldwide, including but not limited to the US Export Administration Regulations (15 CFR §§ 730 et seq., EAR), the US International Traffic in Arms Regulations (22 CFR §§ 120 et seq., ITAR) and other national export controls (the "Export Control Regulations"). The Subcontractor shall comply with all applicable export control regulations in connection with this contract. The Subcontractor shall ensure that all goods, software or technology supplied by it in connection with this contract (the "Goods") are exported, re-exported or transferred within a country exclusively in compliance with all applicable export control regulations. In the event of export licence requirements, the Subcontractor shall take all necessary measures to obtain all necessary export licences from the competent export control authorities in a timely manner.
- 8.2 Upon Exyte's request, the Subcontractor shall provide information on all goods it has delivered in connection with this Contract, including, but not limited to, the manufacturer, country of origin, export classification (e.g. export list number), copies of export licences or other authorisations and any other information requested by Exyte in connection with compliance with export control regulations. The Subcontractor shall proactively inform Exyte of any export licence requirement. This information shall be provided in a timely manner no later than 5 working days after Exyte's request.
- 8.3 The Subcontractor shall also comply with all applicable customs regulations and import restrictions in connection with this contract.
- 8.4 The Subcontractor shall not deliver any goods originating from Russia or Belarus.
- 8.5 If the Subcontractor fails to obtain necessary export licences or otherwise violates applicable export control regulations, customs regulations and import restrictions, the Subcontractor shall indemnify Exyte, including its legal representatives, employees and staff, against all claims, damages and costs (including the costs of legal action) which authorities or third parties may assert against Exyte as a result of the violation.
- 8.6 Exyte may terminate the Contract for cause if Exyte has reason to believe that (i) the Subcontractor has breached the obligations under Section 19.3; and/or (ii) the Subcontractor has otherwise carried out business activities which are prohibited or restricted under export control regulations and which could lead to sanctions for Exyte or the Subcontractor or (iii) the Subcontractor is classified as a Restricted Person under the export control regulations. If the Subcontractor is classified as a Restricted Person under the Export Control Regulations, Exyte shall have the right to refuse performance.
- 9. Property rights and third-party rights**
- 9.1 The Subcontractor is obliged to provide its services free of third-party rights. Should claims be asserted against EXYTE for infringement of industrial property rights or copyrights relating to the subject matter of the contract, the Subcontractor shall indemnify EXYTE against such claims upon first request.
- 9.2 In this case, the Subcontractor shall be obliged to enable the lawful use of the services and the systems and buildings covered by the subject matter of the contract by EXYTE by acquiring rights of use or by making licence payments to the holder of the rights. If it is not possible to acquire a licence, the Subcontractor shall be obliged, at EXYTE's request, to replace or modify the system, system parts and/or components in such a way that property rights are not infringed.
- 9.3 If the aforementioned measures are impossible, EXYTE shall be entitled, at its discretion, to withdraw from this Agreement or to terminate it in whole or in part. In such a case, the Subcontractor undertakes to compensate EXYTE for any disadvantages.
- 9.4 The Subcontractor transfers to Exyte all rights to use and modify the results of the Subcontract Works and any and all documents pertaining thereto. Exyte may use and modify these results without any further contribution by the Subcontractor. Exyte will inform the Subcontractor in case of essential modifications insofar as the results of the Subcontract Works are protected by copyrights.
- Exyte is entitled to transfer all rights to use and modify the results of the Subcontract Works to third parties. The remuneration to be paid for the Subcontract Works covers the transfer of any and all rights of use, modification and utilization under copyright law.
- 9.5 The rules above remain in effect if the Subcontract is terminated.
- 10. Assignment, offsetting, retention**
- 10.1 The Subcontractor hereby assigns by way of security all claims and rights for defects as well as overpayment claims against its Subcontractors, suppliers and service providers to EXYTE, which hereby accepts the assignment. Until revoked

by EXYTE, the Subcontractor is obliged to secure and exercise these claims and rights.

- 10.2 The assignment of rights and claims of the Subcontractor against EXYTE is excluded. However, EXYTE shall be entitled to assign claims for fulfilment and claims for defects, including the securities received by the Subcontractor for this purpose, to third parties, in particular to banks financing the project (if any) and the Customer.
- 10.3 The Subcontractor shall not be entitled to offset a counterclaim against a claim of EXYTE or to assert a right of retention unless its respective counterclaim or its respective right of retention is undisputed or has been recognised by declaratory judgement.
- 11. Place of jurisdiction / Applicable law / Place of fulfilment**
- 11.1 EXYTE is entitled, provided the Parties are merchants and there are no mandatory statutory provisions to the contrary, to choose the Stuttgart Regional Court or the place of fulfilment of the contractual service as the place of jurisdiction for all disputes arising from the contract before ordinary courts.
- 11.2 The place of fulfilment (and place of subsequent fulfilment) is the location of the designated construction site.
- 11.3 German law shall apply to the exclusion of the conflict of laws and the United Nations Convention on Contracts for the International Sale of Goods.
- 11.4 If EXYTE has agreed arbitration proceedings with its Client or third-party Subcontractors, the Subcontractor shall submit to any findings and/or decisions made in such arbitration proceedings, provided that the Subcontractor has been given the opportunity to assert means of attack and defence or insofar as these have been brought into the arbitration proceedings by EXYTE.
- 12. Final provisions**
- 12.1 Should provisions of the contract or a provision included in the future be invalid or unenforceable in whole or in part or subsequently lose their legal validity or enforceability, this shall not affect the validity of the remaining provisions of the contract. The same shall apply if it should transpire that the contract contains a loophole. In place of the invalid or unenforceable provisions or to fill the gap, an appropriate provision shall apply which, as far as legally possible, comes closest to what the parties intended or would have intended according to the meaning and purpose of the contract if they had considered the point when concluding this contract or when subsequently including a provision. This shall also apply if the invalidity of a provision is based on a measure of performance or time (deadline or date) prescribed in the contract; a legal measure of performance or time (deadline or date) that comes as close as possible to the intended one shall then be deemed to have been agreed.
- 12.2 Amendments or additions to this contract must be made in writing. This also applies to the amendment of this written form requirement. No verbal collateral agreements have been made.
- 12.3 The Subcontractor undertakes not to entice away or hire any employees of EXYTE for the duration of this Agreement and for a further 12 months after termination or cancellation of this Agreement. In the event of a breach of this obligation, the Subcontractor shall be obliged to pay EXYTE a contractual penalty in the amount of half a year's salary. The Subcontractor must provide information in this respect. However, the total of all contractual penalties under this Agreement shall be limited to 5% of the net final invoice amount.
- 12.4 Working days are Monday to Friday, provided they are not public holidays at the construction site.
- 12.5 If the written form is provided for in this contract, transmission by telecommunication shall suffice, unless the law stipulates a mandatory written form.
- 12.6 The Subcontractor shall not be entitled to assert a right to refuse performance if such assertion would be disproportionate in relation to the effects.
- 12.7 Insofar as annexes are attached to this contract which are not explicitly referred to in the text of the contract, these shall nevertheless be taken into account when performing the services or processing this contract. If annexes are named in the contract which are not attached to the contract but have been clearly labelled, these shall nevertheless be taken into account. If annexes are named in the contract that do not yet exist, the parties shall draw them up in good faith and attach them to the contract.