

## General Terms and Conditions of Contract of mst group GmbH ("GTC")

### 1. Scope, General Provisions, Conclusion of Contract

- 1.1 These General Terms and Conditions ("GTC") – as amended from time to time – apply to all current and future offers and contracts of mst group GmbH ("mst") with its customers, regardless of the content and legal nature of the services offered or contractually assumed by mst ("Service").
- 1.2 By placing an order, the customer agrees to the exclusive applicability of these GTC.
- 1.3 Offers made by mst are non-binding. Customer orders constitute binding offers. A contract is only concluded upon written confirmation by mst.
- 1.4 Deviating, conflicting, or supplementary terms and conditions of the customer shall only become part of the contract if and to the extent that mst has expressly agreed to their validity in writing. This also applies if mst performs the service without reservation in the knowledge of the customer's terms and conditions.
- 1.5 Amendments and supplements to any agreements, including this written form clause, must be made in writing to be effective, i.e., in text form (e.g., letter, email, fax). Statutory formal requirements remain unaffected. If offers or contracts from mst contain written provisions that deviate from these GTC, the individually offered or agreed contractual terms shall take precedence over these GTC.
- 1.6 These GTC apply only to entrepreneurs as well as legal entities under public law and special funds under public law within the meaning of § 310 (1) of the German Civil Code (BGB).

### 2. Scope of Services, Changes, Subcontracting, Acceptance, Deemed Acceptance

- 2.1 The scope of work, the procedure, and the type and extent of the service are defined by mst's offer. A (commercial) success is not owed.
- 2.2 mst may make changes to the performance of the service at any time, provided such changes:
  - a) are necessary to comply with legal or regulatory requirements, or
  - b) do not significantly impair the characteristics and functions of the service and are reasonable for the customer.
- 2.3 Any other changes, additions, or extensions to the scope of work, procedure, or type of service require a separate written agreement.
- 2.4 mst is entitled to engage qualified third parties to carry out the service.
- 2.5 If mst is required to present the results of the service in writing, only the written documentation shall be authoritative. Oral statements and information from mst outside the scope of the agreed contract are always non-binding.
- 2.6 If mst has provided the agreed service within the meaning of Clause 2., 2.5., it shall notify the customer in writing.
- 2.7 The service within the meaning of Clause 2., 2.5. is deemed to have been rendered and accepted if:
  - a) mst has handed over the written documentation of the work results to the customer, and the customer either confirms acceptance in writing, or
  - b) the customer makes use of the delivered service, or fails to object in writing to mst's notification under Clause 2., 2.5. without undue delay, but no later than four (4) weeks, providing a written explanation.

- 2.8 If the parties have agreed on the provision of an intangible work as the service, completion of the work shall replace formal acceptance.

**3. Customer's Duty to Cooperate, Assumption of Accuracy by mst, Review of Interim Reports, and Prohibited Actions by the Customer**

- 3.1 The customer shall ensure that mst is provided, without special request and in a timely manner, with all documents and materials necessary for the performance and execution of the service, and that mst is informed of all processes and circumstances relevant to the execution of the service. This also applies to all documents, events, and circumstances that become known during mst's engagement.
- 3.2 mst is entitled—both in individual consultations and ongoing advisory services—to assume that the facts provided by the customer, particularly numerical data, are accurate and complete, unless verification is explicitly part of the agreed service or the inaccuracy is obvious.
- 3.3 Partial services delivered by mst (e.g., interim results and reports) shall be promptly reviewed by the customer to ensure the information concerning the customer is correct. Any necessary corrections or requested changes must be communicated to mst without delay.
- 3.4 The customer shall refrain from any actions that could compromise the independence of mst and its employees. This applies in particular to offers of employment and to offers to accept assignments for the customer on their own account.

**4. Remuneration and Payment Terms**

- 4.1 Unless otherwise agreed, the prices quoted by mst are exclusive of the applicable statutory VAT, which will be shown separately on the invoice.
- 4.2 In the absence of any other agreement, mst is entitled to invoice fees and expenses monthly in arrears based on actual occurrence.
- 4.3 In addition to the agreed fee, mst is entitled to reimbursement of its expenses. mst may request reasonable advance payments for fees and reimbursement of expenses and may make the continuation of its services dependent on the settlement of such claims.
- 4.4 The customer is not entitled to offset any claims or withhold due payments unless such claims are undisputed, legally established by a court of law, or expressly acknowledged in writing by mst.
- 4.5 Invoices are payable immediately upon receipt without any deductions. If the customer fails to pay, they will be in default two (2) weeks after the due date and receipt of the invoice, without the need for a reminder. Timely payment shall be determined by the receipt of funds by mst or the credit entry on mst's designated account.
- 4.6 In the event of default, mst is entitled to charge default interest at a rate of 9 percentage points above the applicable base interest rate pursuant to § 247 of the German Civil Code (BGB). Furthermore, mst is entitled to a fixed compensation of €40.00 under § 288(5) sentence 3 BGB. The right to assert further damages caused by delay remains unaffected.
- 4.7 Until full payment of all current and future claims arising from the contractual relationship and ongoing business relationship, mst retains ownership of the provided (partial) services (e.g., reports).
- 4.8 If the customer is in default with due payments, mst is entitled to suspend the provision of services until all outstanding claims have been settled. Should the suspension potentially cause disadvantages to the customer, mst is obliged to inform the customer of its intention to suspend services in a timely manner.

5. **Partial Performance, Delivery or Service Time, Default, Obstacles to Performance**

- 5.1 mst is entitled to provide partial services, provided this is reasonable for the customer. mst may require the customer to accept a self-contained partial service as defined in sentence 1.
- 5.2 Delivery times stated by mst are generally non-binding. A delivery period does not begin until all questions necessary for the execution of the service have been clarified by the parties, particularly if the customer has, to the extent reasonable, duly and timely fulfilled the cooperation obligations specified in Clause 3 that are necessary for mst to provide the service in accordance with the contract.
- 5.3 The customer may, two (2) weeks after mst has exceeded a non-binding delivery date or deadline, request delivery, whereby the grace period set by the customer must be at least two (2) weeks. Upon receipt of this request, mst shall be deemed in default, provided that mst is responsible for the delay. mst shall also be deemed in default if fixed completion dates for the provision of services were contractually agreed upon and mst is responsible for the delay.
- 5.4 mst is not responsible for delays caused by force majeure as defined in Clause 7. If the obstacles to performance are of a temporary nature, mst is entitled to postpone the fulfillment of its obligations for the duration of the hindrance plus a reasonable start-up period.

6. **Warranty, Remedy of Defects**

- 6.1 mst only warrants compliance with the service description as agreed in accordance with Clause 2. In particular, mst does not warrant that the service is suitable or marketable for a specific use or purpose unless a guarantee has been expressly agreed in writing by the parties.
- 6.2 The customer shall support mst in identifying defects and in the subsequent performance. Additionally, the customer shall promptly provide access to documents that reveal the circumstances of the defect. mst is obligated and entitled to correct any inaccuracies and defects in the service that become known within a period of three (3) months; if and to the extent that mst is responsible for them, the rectification shall be carried out free of charge. mst may refuse supplementary performance if it is only possible at disproportionate cost.
- 6.3 If the supplementary performance fails, the customer is entitled to withdraw from the contract or to demand a reduction in price. Withdrawal is excluded if the agreed condition deviates only insignificantly from the actual condition, or if the contractual or customary use is only insignificantly impaired. The scope of the customer's claims for damages shall be governed by Clause
- 6.4 The statutory rights of the parties, in particular in the event of exclusion of the obligation to perform (e.g., due to impossibility or unreasonableness of the performance and/or supplementary performance), remain unaffected.

7. **Liability, Force Majeure, Limitation Periods, Indemnification**

- 7.1 Unless otherwise stipulated in the contractual relationship with the customer, mst shall be liable for breaches of contractual and non-contractual obligations in accordance with the applicable statutory provisions.
- 7.2 Furthermore, mst shall be liable for damages—regardless of the legal basis—only in cases of intent or gross negligence. In cases of simple negligence, mst shall only be liable:
- a) for damages resulting from injury to life, body, or health; and
  - b) for damages resulting from the breach of an essential contractual obligation; in such cases, however, mst's liability shall be limited to compensation for the foreseeable and typical damage.

- 7.3 The above limitations of liability do not apply if mst has fraudulently concealed a defect or has assumed a guarantee. Nor do they apply to claims under the Product Liability Act.
- 7.4 Where mst's liability is excluded or limited, this also applies accordingly to the personal liability of its corporate bodies, employees, or agents.
- 7.5 If and to the extent that defects are due to the customer failing to fulfill cooperation obligations under Clause 3—in whole, in part, or in a timely manner—mst shall not be liable. The customer bears the burden of proving the complete and timely fulfillment of all cooperation obligations.
- 7.6 It is clarified that mst does not assume liability for the (economic) success resulting from its service, nor does it guarantee the commercial or other usability of the service. The same applies if any funding requested by the customer is not granted, public-law approvals are not issued, or requested financing does not materialize.
- 7.7 If the service cannot be provided at all, only at a later time, or in a different form due to force majeure, mst shall not be held liable. The parties understand "force majeure" to include business disruptions at mst or its (cooperation) partners (such as suppliers, service providers), official orders, mobilization, war, blockade, uprising, strikes, lockouts, currency devaluation, epidemics, pandemics, and similar comparable circumstances. mst will inform the customer of such events immediately upon becoming aware of them.
- 7.8 Unless otherwise stipulated above, liability is excluded.
- 7.9 The limitation period for warranty claims in favor of the customer pursuant to Clause 6 shall be one (1) year from acceptance. Other claims for damages shall become time-barred one (1) year from the date the damaging event becomes known. This does not apply to claims based on intent or gross negligence, damages resulting from injury to life, body, or health, claims under the Product Liability Act, or other mandatory statutory provisions.
- 7.10 The customer shall indemnify mst, its corporate bodies, employees, representatives, and vicarious agents on first demand from any third-party claims arising from a culpable breach of duty by the customer. The customer shall reimburse mst and the aforementioned persons for all necessary and reasonable costs incurred for legal defense.

## 8. **Confidentiality**

- 8.1 The confidentiality obligation under Clause 8, 8.2 applies to all information, data, and knowledge of any kind—regardless of whether or not marked as confidential—that is disclosed by either party and/or their affiliated companies as defined in Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter "Affiliated Companies") to the other party within the context of the contractual relationship, during business initiation, and/or during the project, whether disclosed orally, in writing, graphically, machine-readable, electronically, and/or in any other form, or otherwise obtained by the other party ("Confidential Information"). Confidential Information includes, in particular:
- a) all business and trade secrets of the parties, such as balance sheets, financing information, prices, calculations, budget planning, and offer documents;
  - b) all documents of a technical and/or commercial nature;
  - c) any documents and information of the parties that are subject to technical and organizational confidentiality measures and are either marked as confidential or are to be regarded as confidential due to the nature of the information or the circumstances of its disclosure.
- 8.2 The parties agree to treat all Confidential Information as strictly confidential and to implement reasonable confidentiality measures to protect against unauthorized access by third parties. "Third parties" in this context do not include employees of the parties or their Affiliated Companies who necessarily require access to the Confidential Information for the

execution and/or evaluation of the project, as well as advisors (e.g. tax advisors, lawyers, etc.) bound to secrecy by law. Also not considered third parties are government authorities to which a party is required to disclose Confidential Information under legal obligations.

8.3 The parties particularly undertake:

a) to ensure that only those employees gain knowledge of the Confidential Information who necessarily require it for their duties. These employees must themselves be subject to a corresponding confidentiality agreement; the same applies to the disclosure of Confidential Information to employees of Affiliated Companies.

b) not to disclose the Confidential Information to third parties without the prior written consent of the disclosing party. However, mst is entitled to publish anonymized reports or other content relating to the services rendered for the customer.

c) to use the Confidential Information exclusively internally within the context of the project and its execution and/or evaluation, and otherwise neither directly nor indirectly exploit it for other economic purposes—including for their own use—nor imitate it (especially by means of "reverse engineering"), nor have it exploited or imitated by third parties. Moreover, no industrial property rights—particularly trademarks, designs, patents, or utility models—shall be filed based on the Confidential Information without the prior written consent of the other party.

d) to comply with the statutory or contractual data protection provisions when processing the Confidential Information. This includes implementing technical security measures adapted to the current state of the art (Art. 32 GDPR) and the obligation to instruct employees regarding confidentiality/data protection compliance (Art. 28(3)(b) GDPR).

8.4 Notwithstanding the confidentiality obligations described above, mst is entitled to publicly state on its website that it is/was working for the customer as a reference.

9. **Ownership Rights, Copyrights, Obligation to Return**

9.1 The customer guarantees that the reports, expert opinions, organizational plans, drafts, compilations, and calculations, etc., prepared by mst within the scope of service provision will be used solely for their own purposes.

9.2 Documents provided to mst (data carriers, documents, key figures, analyses, programs, etc.) shall be returned to the customer upon completion of the assignment. The same applies to documents that were provided to the customer by mst; these must also be returned without delay.

10 **Data Protection**

mst collects and processes personal data as the controller within the meaning of Art. 4 No. 7 of the General Data Protection Regulation (EU) 2016/679 ("GDPR") within the scope of these General Terms and Conditions. This includes, among other things, contact data and information on assigned orders, as well as, if applicable, data for the processing of payments and deliveries. Without this data processing, contractual performance would not be possible.

mst processes personal data obtained in the course of contract initiation and execution for the purpose of fulfilling contractual obligations and carrying out pre- and post-contractual measures, as well as providing support during the contractual relationship. mst is authorized to do so under Art. 6(1)(b) GDPR.

For more information, mst refers to its data protection policy available at: <https://www.mstgroup.eu/de/datenschutz/>

## 11 **Term, Termination of Contract**

- 11.1 The term of a contract agreed upon by the parties will be determined individually in each case. The customer has the right to terminate the contract at any time with six (6) weeks' notice to the end of a month, up to the point of full service delivery by mst.
- 11.2 If the customer terminates the contract early, mst is entitled to claim the agreed remuneration. Fees incurred up to the actual termination of the activity for the customer are to be invoiced and paid. However, mst must credit any savings in expenses or income earned (or that mst maliciously fails to earn) through alternative use of their workforce resulting from the termination of the contract.
- 11.3 The right to terminate the contract without notice for good cause remains unaffected.

## 12 **Invalidity, Place of Performance, Jurisdiction, and Applicable Law**

- 12.1 Should individual provisions of these General Terms and Conditions (GTC) be or become legally ineffective, or should these GTC contain a gap, this shall not affect the validity of the remaining provisions. Instead of the invalid or missing provision, a legally valid provision shall be deemed agreed upon that comes as close as possible to what the parties would have intended according to the economic purpose pursued, had they considered the issue.
- 12.2 The place of performance for services and payments is the registered office of mst.
- 12.3 The place of jurisdiction is the registered office of mst; however, mst is also entitled to bring an action against the customer at the customer's place of business.
- 12.4 The legal relationship with the customer or its legal successors shall be governed by German law. The United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.