

**General Terms and Conditions of WEME Global GmbH for the provision of work and services**

**Status: 01.10.2021 Rev. 3**

## **1. General**

- 1.1. These general terms and conditions apply to every purchase of products and the provision of services.
- 1.2. Conditions that contradict or deviate from or supplement these conditions, as well as changes to the contract, require express written consent. Verbal collateral agreements do not exist.
- 1.3. These general terms and conditions also apply if the customer's terms and conditions conflict with or deviating from these terms and conditions are performed without reservation.
- 1.4. In the event of a dispute, the general terms and conditions take precedence over other documents included in the contract.
- 1.5. These General Terms and Conditions become part of the order and, in the event of contradictions, apply subordinately to this in the following order: Conditions of the offer as well as the description of the service including additional notes, general terms and conditions of WEME Global GmbH, the latest version of the safety regulations applicable to the place of execution of the order.
- 1.6. WEME Global GmbH is the provider and contractor of services and products and cooperates with third-party providers or business partners, for whom these general terms and conditions also apply.
- 1.7. The version of the General Terms and Conditions valid at the time the contract is concluded, which is referenced in the offer and / or in the contract, is decisive.
- 1.8. WEME Global reserves the right to change the general terms and conditions from time to time. These changes do not apply to existing contracts and require a written notice when making an offer for returning customers.
- 1.9. These general terms and conditions also apply to all future contractual relationships, even if they are not expressly referred to in additional contracts in its latest version.
- 1.10. In the event of individual provisions of these general terms and conditions are and / or become ineffective, this does not affect the validity of the remaining provisions and the contracts concluded on their basis. The ineffective provision is to be replaced by an effective provision that comes closest to its meaning and economic purpose.

## **2. Definitions**

- 2.1 **Customer** stands for the business unit and client to whom WEME Global GmbH sells products or services in accordance with the signed joint contract, or the offer submitted. The customer and WEME Global GmbH are hereinafter referred to as partners.
- 2.2 WEME Global GmbH is the provider and contractor of services and products - hereinafter referred to as WEME or contractor. The terms "we", "our" also refers to WEME Global GmbH. Contractor cooperates with third-party providers or business partners for whom these general terms and conditions also apply.
- 2.3 The **contract** is either the contractual agreement signed by both partners, or the connection signed by the customer with these general terms and conditions or / and the final offer from WEME and / and the agreed scope of work and / and the customer's written order confirmation to WEME.
- 2.4 **Purchase price** and compensation means the agreed net price for the sale of products and services, including any adjustments in accordance with the contract or offer. It is stated in net prices and in Euro currency. Reference price for daily rate contracts are the prices stated in offer.

- 2.5 Unless otherwise agreed, the **place of fulfillment** at which the products are used, or the services are provided is the WEME Headquarters or WEME office stated in the contract or offer.
- 2.6 Products, goods, licenses, and services offered by WEME are referred to as **services, projects, jobs** or tasks.
- 2.7 **Documentation and information** means all data and information received directly or indirectly from Customer, whether in paper, verbally or in digital form.
- 2.8 **Information** includes, but not limited to, any business or technical information, whether or not stored in any medium, relating to the disclosing party's business (and those of its parent and affiliate companies, suppliers and customers) including, but not limited to, equipment, software, designs, samples, technology, inventions and ideas, technical documentation, product or service specifications or strategies, trade secrets, marketing plans, pricing and cost information, financial information including payroll insights, information relating to existing, previous and potential suppliers and customers, contracts and products, services, inventions, unreleased software applications, methodologies and other know-how, drawing, photographs, models, mock-ups, and design and performance specifications, product & service volumes, production & service schedules, production methods including tools and machinery. [Additions:\_\_\_\_\_].  
Such information, together with any notes, summaries, reports, analyses, or other material derived by the Recipient or its Affiliates in whole or in part of from such information in whatever form shall collectively called Information.
- 2.9 **Specifications** are the services stated in detail in WEME's offer and describe the scope of service provided.
- 2.10 **Affiliates and third Parties** (3rd parties) are defined and associated with any of the above parties such as party's employees, agents, professional advisors or authorized representatives, service providers associated with Discloser/Recipient. These affiliates shall include any company or associated personnel which: (i) from time-to-time forms part of the group of companies' wholes ultimate parent is a signing party or which (ii) is controlled by or under common control of any signing party. Where "control" has the meaning of direct or indirect ownership of at least 50% of the voting stock or interest in a company or control of the composition of the board of directors.
- 2.11 **Representative** means, with respect to a particular Person, any director, officer, employee, agent, consultant, advisor, legal counsel, accountants, financial advisors, and affiliates who are appointed by main contact person to act on their behalf.

### 3. Offer & Contract

- 3.1 Offers - unless otherwise agreed - are free of charge for the customer. The customer transmits the information necessary for the offer as completely and timely as possible.
- 3.2 Offers remain valid for 20 working days after the date of delivery of the offer to the customer.
- 3.3 The offer is stated in net prices and in Euro currency.
- 3.4 The placing of the order as well as changes to it require written form; transmission by email without a signature is sufficient, if offer remains unchanged from WEME's original placement.
- 3.5 With the request to carry out work and the carrying out of work by WEME, the customer's consent to these general terms and conditions is deemed to be given.
- 3.6 The contract relates to the offer and is valid from the time it is signed. For cooperation agreements established based on offers, service period starts upon WEME's receiving of customer's purchase order.
- 3.7 The contract regulates the content and scope of services, place of performance, time frame for the provision of services and products, milestones, goals and defines the work to be performed.

- 3.8 The rights, remedies and obligations of the buyer and the seller arising out of or in connection with the products and services sold under the contract are limited to the rights, remedies and obligations stated in the contract or offer.
- 3.9 Modifications, additions, contract cancellations or declarations of waiver are only binding for the partners if they have been agreed by both parties in writing.
- 3.10 The client ensures that the organizational framework conditions when the order is fulfilled at his place of business allows work that is as undisturbed as possible and conducive to the rapid progress of the advisory process.
- 3.11 The customer ensures that his employees and the legally stipulated and possibly established employee representatives (works council) are informed by the WEME before the start of the activities.
- 3.12 The customer will also inform WEME comprehensively about previously carried out and / or ongoing consultations or services - also in other specialist areas - insofar as these are relevant for the provision of services by WEME.
- 3.13 The customer ensures that WEME is provided with all the information necessary for the offer and the fulfillment and execution of the consulting order in a timely manner, even without its special request, and that it is made aware of all processes and circumstances that are important for the execution of the service. This also applies to all documents, processes and circumstances that only become known during the activity of the consultant and the availability of contact persons at the customer.
- 3.14 The contract ends with the completion of the service or the agreed date or the last payment.
- 3.15 Der Vertrag regelt auch allfällige Stornogebühren und Ausfallzahlungen.
- 3.16 WEME undertakes to provide the customer with an appropriate report on its work, that of its employees and third parties in line with the progress of the work.
- 3.17 The customer will receive the final report in a reasonable time (10 to 20 working days), depending on the scope of services after the order has been completed.
- 3.18 WEME is not bound by any instructions in the production of the agreed work.
- 3.19 WEME is not bound to any specific working hours.
- 3.20 The contract can be signed in several copies, which together constitute the same agreement.
- 3.21 Third parties have no right to sue any provision of the contract if it is in accordance with the law.

#### **4. Scope of Service & Fulfillment Location**

- 4.1 The offer or contract defines the scope of the service provided, changes during execution require written form.
- 4.2 Fulfillment location – unless otherwise agreed – is the WEME Global Austria office location.
- 4.3 Partial or full remote work in form of virtual meetings and working from one of WEME's sites is agreed.

#### **5. Compensation, billing, payment, and taxes**

- 5.1 All prices stated in the offer and contract are net prices in Euro currency and do not show any taxes or are ought to be shown separately.
- 5.2 WEME will send the invoice in electronic form to the customer's respective contact person or to the billing address stated in the offer or contract. If this contact person is no longer available at the time of billing, the customer undertakes to provide the new contact person without being requested by WEME. If this does not happen, the payment period begins automatically with the date of the invoice, after delivery.

- 5.3 All services invoiced by the contractor are paid in euros. Currency differences are paid by the customer. The exchange rate on the day of the invoice is used as a reference. Deviations from this agreement can be recorded in writing in the offer, contract or in your additional document.
- 5.4 Payment period is ten (10) days after receiving invoice.
- 5.5 If the customer returns the invoice for a reason that cannot be influenced or is caused by WEME, the payment period remains unaffected.
- 5.6 For each day after the payment period has expired, the customer pays default interest in the amount of 2.5% of the overdue amount per month, whereas delay is considered on day 11 after invoice received by customer and will be charged fully for an entire month, or in the amount of the legally permissible maximum, whichever is lower. The validity of the invoice will not be affected.
- 5.7 Invoices are excluded from a warranty retention.
- 5.8 WEME is entitled to credit claims.
- 5.9 Partial payments can be contractually agreed.
- 5.10 Unless otherwise agreed in writing, WEME will bill monthly.
- 5.11 If payment is not made at a flat-rate fixed price, but at an agreed hourly or daily rate, WEME shall create a detailed statement of the daily hours worked and the total number of hours. The national regulations for recording working hours apply and cannot be challenged.
- 5.12 Partner has the right to request preliminary invoices twice throughout the course of execution. Those will not result in valid and legally binding payments, but solely serve customer's purpose of gaining understanding of expected payment value and current accrued cost up to this point.
- 5.13 If WEME requires payment security, the customer shall provide a payment guarantee at his own expense in the form of an irrevocable, unconditional letter of credit or a bank guarantee maintained. This security includes partial payments when the products are shipped, and the services are provided plus the fees in the event of cancellation or termination of the service or the valid offer. Security for payment should be (a) in a form and issued or certified by a bank acceptable to WEME, (b) WEME convertible, (c) be opened ten (10) days before the first planned service provision, and (d) up to at least ninety (90) days after the last planned service and after the receipt of the delivery of final payment due under the contract of WEME. The customer increases the amount (s) or extends the validity period (s) at his own expense within ten (10) days and makes the necessary changes to the payment security as soon as such an adjustment is required due to contractual provisions.
- 5.14 WEME is not obliged to start or continue its activities unless and before the required security for payment has been received, is effective and in force and all payments due have been made. For each day of late receipt of current payment or an acceptable payment security, WEME can postpone the scheduled fulfillment dates accordingly. If WEME at any time reasonably realizes that the financial situation of the customer or his method of payment no longer justifies the continuation of the work to be performed, WEME can request full or partial advance payment or otherwise redefine the method of payment, request additional documents as security for the payment, suspend work or terminate the contract one sided.
- 5.15 If WEME at any time reasonably realizes that the financial situation of the customer or his method of payment no longer justifies the continuation of the work to be performed, WEME can request full or partial advance payment or otherwise redefine the method of payment, request additional documents as security for the payment, suspend work or terminate the contract one sided.
- 5.16 It is agreed that costs that fall within the customer's range of services or obligations but will be covered by WEME at short notice (e.g. travel expenses, office supplies, fees, etc.) will be sent to the customer as a copy of the receipt within one month of payment to the billing address specified in the offer or contract and will be listed in WEME's monthly invoice. Additional handling fees or charges may apply and are stated in the contract or offer.

- 5.17 WEME is obliged to submit official receipts to the respective government authority or payments that fall within the scope of the customer but have been taken over by WEME on an interim basis within one month of payment.
- 5.18 WEME is responsible for all corporate income taxes, based on net income from work or prior to payments for work under the contract (seller's taxes). The customer is responsible for all taxes, duties, fees and other amounts of any kind (including but not limited to consumption, gross income, import, property, sales, stamp, sales, usage or value added taxes as well as withheld and missing amounts, fines, additional taxes, interest and assessments in connection therewith, which are collected by an authority from the buyer or seller or his employees or subcontractors) in connection with the contract or the bringing in or payment of work equipment under the contract that are not subject to seller's taxes (buyer's taxes).
- 5.19 In case of contractual unclarity or irreconcilable dispute reference prices as stated in offer apply.
- 5.20 The purchase price does not include any WEME taxes.

## 6. Warranty and liability

- 6.1 WEME is obliged to provide services in a professional, careful manner in accordance with the contractually agreed specifications.
- 6.2 Regardless of fault, WEME is entitled and obliged to remedy any inaccuracies and defects in its performance that it becomes aware of within a reasonable period. But a minimum of 60 days. WEME will inform the customer of status and actions immediately.
- 6.3 The customer's right to a warranty for services expires after six (6) months after the respective service has been provided and must be communicated in writing to WEME immediately within the warranty period.
- 6.4 WEME undertakes (a) to provide defective services again at its own discretion or (b) if this is not possible, a reimbursement of the amounts paid for the service or a credit that may not exceed the order volume. The customer has no right to choose how WEME will remedy defects.
- 6.5 If the customer uses WEME to clarify or eliminate faulty work results that are caused by a deficiency in WEME's performance, the customer cannot claim his expenses (e.g. his own salary costs).
- 6.6 Claims for defects do not exist in the case of (a) improper and incomplete keeping of operating records by the customer during the warranty period, or in the event of a lack of guarantee of inspection of these records by WEME and in the case of (b) modification of the service provided without written approval by WEME. Failure to comply with this condition will invalidate the warranty.
- 6.7 WEME does not guarantee normal wear and tear.
- 6.8 Tacit or statutory guarantees or a guarantee of marketability or suitability for a specific purpose do not apply.
- 6.9 WEME is exempt from third party claims.
- 6.10 This agreement also includes WEME affiliated companies, subcontractors, and suppliers of all ranks as well as their employees.
- 6.11 WEME is not liable for lost profits or earnings, lost use of equipment or systems, business interruptions, costs for replacement services, capital costs, costs for downtime, increased operating costs, as well as for consequential, incidental, or indirect damage, or for claims by customers of the customer the aforementioned damage.
- 6.12 WEME is liable to the customer for damage - except for personal injury - only in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damage caused by third parties brought in by WEME.

- 6.13 Claims for damages by the customer can only be made within six months from knowledge of the damage and the damaging party, but at the latest within six (6) months after the expiry of the warranty period by filing a lawsuit or applying for arbitration in accordance with the provisions of the dispute settlement contract before the relevant statute of limitations or another statutory deadline can still be asserted.
- 6.14 The customer must provide evidence that the damage was caused by WEME.
- 6.15 If WEME performs the work with the help of third parties and warranty and / or liability claims against these third parties arise in this context, WEME assigns these claims to the customer. In this case, the customer will give priority to these third parties.
- 6.16 WEME is not liable insofar as the fulfillment of the obligations directly or indirectly due to causes outside the reasonable sphere of influence or through armed conflict, acts of terrorism or threatened acts of terrorism, epidemics, pandemics, strikes or other industrial unrest or acts or omissions by authorities or the customer or his other contractors or suppliers are delayed or prevented. This also includes the forces of nature or unforeseen illness. If an excusable event occurs, the delivery times for the fulfillment of the WEME will be extended by a period of time equal to the time lost due to the event, plus an additional period of time required to eliminate the consequences of the event. If the delay is due to actions or omissions on the part of the customer or his other contractors or suppliers, WEME is entitled to a reasonable price adjustment.
- 6.17 Except in the case of intent, the total liability of WEME for all claims of any kind arising from or in connection with the conclusion, fulfillment of the breach of the contract or in connection with products or services does not exceed (a) the purchase price or order price or (b) if the customer orders several individual orders, for all claims from or in connection with the respective order. If there are two or more competing injured parties (clients), the maximum amount for each individual injured party must be reduced in proportion to the amount of the claims.
- 6.18 WEME is not liable for the information or services that are not part of the scope of the contract according to the contract.
- 6.19 WEME shall not be obligated under this agreement to make any indemnification, advance expenses, hold harmless or exoneration payment in connection with any claim made against it unless legally binding or judicial required.

## **7. Confidentiality, secrecy/discretion and data protection**

- 7.1 WEME commits oneself to maintain absolute secrecy about all business matters of which it is aware, business and trade secrets as well as any information that it receives about the type, scope and practical activities of the customer and its partners.
- 7.2 Neither party may issue any public disclosures or statements regarding this Agreement or the subject matter thereof without the prior written consent of the other party.
- 7.3 In general, all Information provided and sourced at any of WEME's customers shall be treated as confidential Information, labeling is not required but recommended.
- 7.4 The Parties shall properly and securely store all information and take reasonable actions to prevent loss or damage of Information and data.
- 7.5 The Recipient agrees that the Discloser and its Representatives make no representations or warranties, express or implied, as to the accuracy or completeness of the information or an obligation for either party.
- 7.6 Nothing contained herein shall transfer ownership of or constitute a license to any intellectual property.

- 7.7 WEME is obliged (a) to use confidential information exclusively in connection with the contract and for the use of the products and services, (b) to take appropriate measures to protect the information, and (c) not to pass it on to competitors of the customer.
- 7.8 Furthermore, WEME undertakes to maintain confidentiality from third parties about the entire content of the work as well as all information and circumstances that it has received in connection with the creation of the work, also about the data of the customer's clients.
- 7.9 Notwithstanding this restriction, WEME may (a) disclose information to WEME affiliates and subcontractors to fulfill the contract, (b) disclose confidential information to its auditors, (c) disclose to financiers, insofar as this is necessary for the customer in order to finance his obligations within the contract between the partners, and (d) the recipient discloses confidential information to a third party with the prior written consent of the customer, but in any event only if the recipient is provided by such a subcontractor, auditor, lender or other third party assumes a written commitment to confidentiality.
- 7.10 Upon request, the information recipient (customer or WEME) will return all copies of the confidential information or destroy them, unless they are entitled to keep a copy of the confidential information under this contract.
- 7.11 This obligation does not apply to information that is or will become generally public knowledge or that must be disclosed in accordance with the law or a court order. This also applies to dangers to life, physical integrity, freedom, or property of third parties. It is agreed to maintain confidentiality as far as possible.
- 7.12 WEME is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The customer guarantees that all necessary measures, in particular those in accordance with the General Data Protection Regulation (GDPR) established by the EU in its latest version valid at the time of signing of contract or written confirmation of offer, such as declarations of consent by the parties concerned, have been taken. For communication purposes and advertising efforts taken by WEME data shall be converted into anonymous data, to ensure traceability back to customer or customer's personnel as source of information are not given.
- 7.13 WEME is released from its duty of confidentiality towards any assistants, representatives, and subcontractors that it uses. He has the duty of confidentiality, but to bind it completely and imposes for their breach of secrecy as for his own breach obligation.
- 7.14 WEME is released from the duty of confidentiality to the extent that it becomes necessary to pursue WEME's claims or to defend against claims made toward WEME. This is especially true if WEME is asked by government authorities or its representatives to disclose information in connection with the customer. To obtain customer's permission is not required in such events.
- 7.15 The customer and WEME undertake to comply with the applicable provisions of the General Data Protection Regulation (GDPR) of the European Union in the latest version at the time of the conclusion of the contract or the confirmation of the offer, to treat as confidential any personal data as well as trade or business secrets and only to process and process in the context of the performance of the contract. If necessary, WEME must anonymize personal data in order to prevent tracing back to the customer as the source of the information.
- 7.16 WEME is entitled to process customer data related to the business relationship within the meaning of the General Data Protection Regulation.
- 7.17 Customer can at any point release WEME's obligations of confidentiality.
- 7.18 Conventional payments, penalties and arbitrations are capped up to order value in case of breach of agreement.

## 8. Intellectual property

- 8.1 The copyrights to works created by WEME and its employees and commissioned third parties (reports, analyzes, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, processes, products, etc.) remain with WEME. They may only be used by the client during and after the termination of the contractual relationship for the purposes covered by the contract. The customer is not entitled to reproduce and / or distribute the work (s) without the express consent of WEME.
- 8.2 Under no circumstances will WEME be liable to third parties through unauthorized duplication / distribution of the work.
- 8.3 If the client violates these provisions, WEME is entitled to terminate the contractual relationship prematurely immediately and to proceed legal claims, in particular for injunctive relief and / or compensation.
- 8.4 The customer must keep WEME free from all claims due to infringement of third-party property rights or equipment because of the acceptance or use of the work and, if necessary, procure the necessary licenses at its own expense.
- 8.5 Licensing and usage of WEME intellectual property can be agreed on contractually in writing and may be part of the offer, contract of amendments to the contracts.

## 9. Ethics, morals, and the environment

- 9.1 Obligations assumed are fulfilled according to the principles of contractual loyalty, correctness, honesty, transparency, and professionalism.
- 9.2 The two contractual partners confirm to comply with the statutory employee protection laws, including special safeguarding for the safety of life. This includes the obligation to refrain from child labor and to refrain from drafting illegal contracts with employees.
- 9.3 The customer discloses all information regarding conditions at the place of performance, workplace safety, industrial hygiene and environmental monitoring data, local safety regulations, hazardous substances, operational safety guidelines, security surveillance, insofar as these can represent a potential danger and disadvantageous for the WEME staff when performing the service. The customer informs WEME of any changes in such circumstances.
- 9.4 In the event of a deviation from the circumstances communicated by the customer and thus leading to an increase in WEME's costs or an extension of the agreed deadlines for the performance of services, an appropriate adjustment of the price and deadlines must be made. During execution of service or product production & delivery customer is committed to notify WEME of any changes or new circumstances that could be of importance in the connection with the execution of the order immediately after they become known. Customer is obliged to indemnify and hold harmless WEME in the event of financial disadvantages if the customer's information turns out to be incorrect.
- 9.5 The customer holds WEME with regard to all claims, damage, losses and expenses due to or in connection with safety-relevant issues including hazardous substances in or at the facility and the delivery location, which (a) existed before the work of WEME began, (b) from the customer or employees, dealers, contractors or subcontractors of the customer were improperly treated or disposed of (c) were brought to the place of delivery by parties other than WEME, were generated, manufactured or released, without damage.
- 9.6 The customer fully supports safety measures following the precautionary principle in an appropriate manner to guarantee the safety of the WEME staff. This includes evacuation and the provision of medical assistance at customer's cost.



- 9.7 The services and products provided by WEME are not intended for use in war or for endangering life. The customer guarantees that the products or services of WEME will not be used for such purposes or that others will not be permitted to use them in this way. If such use is found contrary to this provision, WEME and its affiliated companies reject any liability, damage, or injury. In addition to other rights to which this entitlement, the customer indemnifies WEME with regard of such claims.
- 9.8 With regards to the environment, both parties act according to the precautionary principle, takes initiatives to promote more environmental responsibility and promotes the development and dissemination of environmentally friendly technologies and acts as role model for the usage of resources which could harm the environment.
- 9.9 WEME acts in accordance with the legal environmental requirements and tries to keep its CO2 footprint as low as possible, considering the time and cost savings for the customer.
- 9.10 In the event WEME or affiliates of WEME become victims of harassment of any sort while executing service on customer sites, customer will take appropriate counteractions and takes the precautionary actions in an appropriate manner to guarantee the safety and wellbeing of the WEME affiliates to fulfill task at hand.
- 9.11 Handling of corruption, fraud or illegal activities or suspicion of such and uncovered by WEME while conduction services will require immediate shift of priorities by WEME and counteraction to keep it free of harm, reduce WEME's exposure to unnecessary and uncontrollable risk. Project delays caused by these activities will not result in legal complaints for breach of contract. Suspicion of illegal activities are sufficient to justify action. WEME will conduct a preliminary investigation at its own cost. In all cases in which suspicion can't be excluded completely or WEME doesn't have the expertise to verify severance with own resources, WEME invites a third party to investigate on its behalf, with the aim to find proof and report to customer. Customer doesn't need to be informed upfront and won't be charged if suspicion turned out to be false or irrelevant. In the unlikely event evidence has been uncovered which supports corruption or fraud – intentionally or unintentionally – investigation results will be shared with customer on a need-to-know basis, verbally, and cost of investigation will be passed on to customer without handling fee charge. It is then in the responsibility of the customer to take counter action and continue keeping WEME free of any legal or reputational damage or consequences. WEME can prematurely cancel contract if (a) own risk exposure is to high (b) customer fails to take counter steps (c) customer's first actions to comply with regulations & rules hindering corruption & fraud exceed thirty (30) days. Cancellation fee might apply. WEME is obliged by law to notify governmental authorities or representative institutes once the suspicion has been uncovered and proofed and customer failed to take counteractions especially if gross negligent for breaching of human rights, financial misconduct of public traded companies, environmental violations, or threats to human safety exist. Customer needs to prove to WEME that steps have been initiated and improvements implemented to avoid future reoccurrence.
- 9.12 At no circumstances any party shall use this information to make a profit by it (e.g., sale to news outlets, market observers, competitors, extend contract/bribe, etc.). Any cost of investigation and counter measurements taken to support the customer do not fall underneath the category profit.
- 9.13 Unless otherwise instructed in writing by any party, both are entitled to handle email communications in unencrypted form.
- 9.14 WEME and its affiliates shall comply with customer's compliance and site regulations at any time, it is customer's duty to inform WEME representatives upfront of such rules.
- 9.15 Due to Austrian legal requirements WEME can't accept borrowing, leasing or utilization of any IT equipment provided by customer. This is also true for business cards or anything else which might suggest a direct employer and employee relationship. Exceptions for means of transportation (cars, planes, etc.) apply if in connection with executing a service and only if customer's representatives share same resources.

## 10. Loyalty and independence

- 10.1 The partners commit to mutual loyalty.
- 10.2 In doing so, they mutually oblige each other to take all precautions that are suitable to prevent the endangerment of the independence of the third parties and employees of the WEME commissioned. This applies in particular to offers by the customer for employment or the acceptance of orders on his own account.
- 10.3 An exclusivity agreement for a specific period can be agreed on but must be taken into account in a contractual form and in the offer. If no such agreement has been made, WEME reserves the right to actively enter business relationships with the customer's competitors without violating the agreed confidentiality obligations.
- 10.4 Licensing and usage of WEME intellectual property can be agreed on contractually in writing and may be part of the offer, contract of amendments to the contracts.
- 10.5 WEME takes customer's confidentiality very seriously and will not advertise or share customer's name with anyone outside our organization. WEME reserves the right to utilize service scope, content, results, operational execution methods and customer's branch in its public communication, whilst not allowing a direct or conclusive references to the customer's economic status, name, strategy, competitive advantage, or trade performance forecast, unless legally enforced by governmental authorities. Any customer's information or data shared (e.g., social media) needs to be anonymized by WEME. Pictures and video material posted and uploaded to publicly accessible channels require customer's prior verbal approval. The partner can release WEME from this rule anytime and withdraw or reinforce this rule at any time after. While the customer is free to talk about WEME to anyone, specific parts of the cooperation agreement (e.g., contract, pricing) remain confidential. Public promotions carried out by customers referencing WEME, need to be aligned and agreed upon prior with WEME.

## 11. Cancellation and Termination

- 11.1 The customer can terminate the contract or parts of the contract if WEME violates essential contractual obligations for which no specific contractual remedy is provided, provided (a) the customer first informs WEME in writing and in detail of the violation, as well as the intended termination of the contract and (b) WEME does not take remedial action within 30 working days of receipt of this notification or does not pursue it conscientiously. This requires a written statement from WEME with specific information on the remedial measures including a schedule. The customer now has the option to accept the measures or to terminate the contract.
- 11.2 Regardless of this, the contract can be canceled at any time for important reasons by either party without compliance of termination time:
  - if a partner violates essential contractual obligations or,
  - if the customer does not provide an agreed security for payment, or provides too late,
  - if the customer is in arrears with payments to WEME,
  - if the customer falls into arrears after opening insolvency proceedings,
  - if there are justified concerns about the creditworthiness of a partner for whom no insolvency proceedings have been opened and the latter neither makes advance payments at the request of the contractor nor provides suitable security prior to the performance of WEME and the poor financial situation was not known to the other partner when the contract was concluded.
- 11.3 If the customer closes the contract after 11.2. cancels and payments have already been made to WEME by the customer for the entire scope of services, WEME undertakes to reimburse the difference between the part of the purchase price that is attributable to the scope of canceled work.

- 11.4 If the customer terminates the contract prematurely, WEME can claim against the customer the difference between the part of the purchase price, the terminated scope of work and the justified actual costs that WEME incurred in fulfilling the complete execution of the order. This also includes rental fees incurred, travel expenses that were paid before the date on which the termination took effect, etc. The amount due for the services, if applicable, is determined according to the milestones of the schedule (for each completed milestone) and based on the cost rates specified in the contract (for work canceled before a milestone has been fully reached and in cases of discontinued milestones). If no such milestones are specified and / or the contract does not contain any cost rates, the price will be determined on the basis of WEME's current working time, material and operating costs. The saved expenses are agreed at a flat rate of a minimum of 30% of the total purchase price that WEME has not yet paid by the date of the termination of the contractual relationship.
- 11.5 If the customer terminates the contract prematurely, WEME can claim against the customer the difference between the part of the purchase price, the terminated scope of work and the justified actual costs that WEME incurred in fulfilling the complete execution of the order. This also includes rental fees incurred, travel expenses that were paid before the date on which the termination took effect, etc. The amount due for the services, if applicable, is determined according to the milestones of the schedule (for each completed milestone) and based on the cost rates specified in the contract (for work canceled before a milestone has been fully reached and in cases of discontinued milestones). If no such milestones are specified and / or the contract does not contain any cost rates, the price will be determined based on WEME's current working time, material used, and operating costs at reference price value.
- 11.6 The contract or parts thereof can be terminated by WEME if the customer fails to provide the service by (a) withholding information, (b) obstructing the essential content of the contract or (c) lacking operational support, (d) security deficiencies within the Customer's facility, obstructed, causing a time lag that goes beyond normal business practice. Contractual penalties might apply.
- 11.7 If, according to WEME's reasonable assessment, the health, safety or protection of the personnel or the place of delivery / performance / use is or could be endangered due to safety problems, acts of terrorism or threats or the possibility of contact with hazardous substances or unsafe working conditions including pandemics, epidemics or natural catastrophes and threats of such liking and mental health. In addition to the rights and legal remedies to which it is entitled, WEME can withdraw all or part of its staff without prior notice, interrupt the fulfillment of the contract in whole or in part and / or fulfill its obligations at another location or monitor the work from there. Such incidents are considered force majeure / excusable delay. The customer supports such measures in an appropriate manner to guarantee the safety of the WEME staff. This includes evacuation and the provision of medical assistance at customer's cost.
- 11.8 In the event of security deficiencies that are the responsibility of the customer, WEME is obliged to inform the customer in writing - even after the staff has been withdrawn - and to request countermeasures. If these security deficiencies have not been remedied by the customer within thirty (30) working days, WEME can unilaterally terminate the contract without giving any further reasons.
- 11.9 Both partners can terminate the contract and parts of it with a notice period of thirty (30) working days if a case of an excusable delay (force majeure) lasts longer than one hundred and twenty (120) days. In such a case, the customer pays WEME the amount performed at reference price value, termination surcharge for services not yet provided will not be applied.
- 11.10 Penalties & arbitration limitations against WEME shall be limited to order or contract purchase price. Contractual penalties (e.g., breach of data privacy, intellectual property rights, etc.) are not affected by this rule and shall always be pursued by WEME and indemnification sought.

## 12. Changes

- 12.1 Unless otherwise agreed offers are free of charge for the customer and do not fall under change regulations. The customer transmits the information necessary for the offer as completely and timely as possible.
- 12.2 The partners can propose changes to the schedule or the scope of the service at any time. Mutual agreements do not result in change fees if both parties are served better through this new alignment. Until these changes have been agreed in writing, WEME is obliged to continue its work in accordance with the contract.
- 12.3 Significant change of scope as per customer's request and after firm offer has been placed by WEME are free of charge to the customer if placed up to thirty (30) days before service start date. Changes are only valid after written confirmation based on this supplementary offer. WEME reserves the right to quantify effects of changes and place a second binding offer to compensate for any additional efforts resulting from these changes.
- 12.4 Changes to price, scope and schedule or other provisions before and during the provision of services or product delivery must be made in writing. Major changes or significant changes require contract amendment and compensate WEME for additional effort.
- 12.5 Significant changes are defined as changes affecting but not exclusively scope, fulfillment location, timeline and results of service provided, or additional and previously unknown information has been uncovered.
- 12.6 Insignificant changes are defined as changes for example timeline deviating up to five (5) business days from original schedule, change of contact person, remote versus on site execution, etc. In short insignificance is given if balance between contract parties remains untouched and none is affected negatively within standard business practices.
- 12.7 Change requests for non-significant changes of scope can be accepted up to ten (10) business days before agreed service start day, during execution until 50% of timeline measured against contractual end date can be considered by WEME and are free of charge to the customer. Email confirmation sufficient. While above 50% of project progress measured against contractual start and end date it is incumbent to WEME to accept and execute change.
- 12.8 During service execution an infinite but reasonable number of insignificant changes are allowed and free of charge. (exceptions: change of main contact person and project leader only once before they become significant changes)
- 12.9 For significant changes a total of two (2) of customer-initiated changes to scope and timeline are free of charge for customer if submitted during first 30% of service period measured against contractual start and end date. After application of those two a general per change request fee of 5.000,00 EUR will come into effect, to enable WEME to quantify effects of this change request. It shall be highlighted that this fee doesn't include any charges directly linked to the change itself, such as additional effort to shorten or extend timeline, specialist staffing, change of fulfillment location, etc.
- 12.10 For change requests received after 50% of service fulfillment duration measured against contract end date change request fee rate will increase to 10.000,00 EUR per change. Same rules as stated above apply.
- 12.11 WEME can decide independently not to charge any fees (e.g., premium, handling fee, surplus fee, late payment, etc.) listed in this contract. The customer's right to claim is excluded. Contractual penalties (e.g., breach of data privacy, intellectual property rights, etc.) are not affected by this rule and shall always be pursued and indemnification sought.

### 13. Affiliates

- 13.1 3rd parties are kept free of liabilities.
- 13.2 WEME can assign its rights and obligations to affiliated companies or transfer its claims from the contract to affiliates or 3rd parties. The customer is required to sign all documents that are necessary by WEME standards for such an assignment.
- 13.3 WEME can subcontract parts of the work while WEME continues to bear responsibility. Transfers or assignments of the obligations or rights by the customer from the contract to third parties without the prior written consent of WEME (which can only be refused for legitimate reasons) are invalid.
- 13.4 Payment to third parties associated with WEME is made exclusively by WEME itself. There is no direct contractual relationship of any kind between the third party and the customer.
- 13.5 Furthermore, WEME undertakes to maintain confidentiality from third parties about the entire content of the work as well as all information and circumstances that it has received in connection with the creation of the work, also about the data of the customer's clients.
- 13.6 Notwithstanding this restriction, WEME may (a) disclose information to WEME affiliates and subcontractors to fulfill the contract, (b) disclose confidential information to its auditors, (c) disclose to financiers, insofar as this is necessary for the customer in order to finance his obligations within the contract between the partners, and (d) the recipient discloses confidential information to a third party with the prior written consent of the customer, but in any event only if the recipient is provided by such a subcontractor, auditor, lender or other third party assumes a written commitment to confidentiality.
- 13.7 Under no circumstances will WEME be liable to third parties through unauthorized duplication / distribution of the work.
- 13.8 If the customer violates these provisions, WEME is entitled to terminate the contractual relationship prematurely immediately and to proceed legal claims, for injunctive relief and / or compensation.
- 13.9 The customer must keep WEME free from all claims due to infringement of third-party property rights or equipment because of the acceptance or use of the work and, if necessary, procure the necessary licenses at its own expense.

### 14. Governing Law and Disputes

- 14.1 The exclusive place of jurisdiction is Salzburg, Austria. The law of the Federal Republic of Austria applies.
- 14.2 The contract and its interpretation are subject to the law of the Federal Republic of Austria to the exclusion of private international law; In particular, the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 does not apply.
- 14.3 The provisions of these general terms and conditions take precedence.
- 14.4 The partners endeavor to resolve any disputes out of court in negotiations. If a dispute cannot be resolved through negotiation, either partner may refer the dispute by written notice to members of the executive management of both partners who are requested to discuss the matter within thirty (30) business days after the notice is sent. If the dispute is not resolved within thirty working days after notification or at a later mutually agreed time, either party can apply to the arbitral tribunal or court in Salzburg (Austria) regardless of the customer's place of business.
- 14.5 In the event of disputes arising from this contract that cannot be settled by mutual agreement, the contracting parties mutually agree to use registered mediators (in accordance with Austrian Zivilrechts-Mediations-Gesetz, in short ZivMediatG) with a focus on economic mediation from the list of the Ministry of Justice for

the extrajudicial settlement of the conflict. If no agreement can be reached on the selection of the business mediators or on the content within 3 months, legal steps will be initiated at the earliest one month after the failure of the negotiations.

- 14.6 In the event mediation does not materialize or is broken off within a 6-month time frame, Austrian law applies to any legal proceedings that may be initiated. Both parties can mutually agree on extension of this period and will need to do so in writing.
- 14.7 All necessary expenses incurred because of previous mediation, in particular those for legal advisors, can be claimed as “pre-litigation costs” in court or arbitration proceedings.

### 15. Partial ineffectiveness

- 15.1 Should parts of these terms and conditions be or become legally ineffective in whole or in part, this shall not affect the effectiveness of the remaining provisions or any concluded contract.

### 16. Final provision

- 16.1 This Agreement supersedes any prior or contemporaneous oral (or any prior written) agreements concerning the subject matter hereof and continues to be effective in full force until either (i) time; (ii) termination; (iii) superseded by another written agreement or terminated as follows: by mutual agreement in writing at any time; by either party without cause at any time upon 30 days written notice sent by certified mail to the other party.
- 16.2 The contracting parties confirm that they have given all information in the contract conscientiously and truthfully and undertake to mutually inform each other of any changes without delay.

.....  
Customer

.....  
WEME Global GmbH

Date, Location

Date, Location