

General Terms and Conditions of Purchase of Doosan Škoda Power a.s.
Version 1.1, effective as of July 1, 2026

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1. Definitions and Rules of Interpretation

1.1. Words and phrases appearing in these Terms and Conditions of Purchase with a capital letter shall have the meanings set forth below in this Section 1.1:

- a) **"Bank Guarantee"** means a financial guarantee issued by a bank that contains a statement by the issuing bank, as set forth in the bank guarantee certificate, that it will satisfy the Customer in accordance with the guarantee certificate up to the monetary amount specified therein, provided that the conditions set forth in the guarantee certificate are met.
- b) **"Security Incident"** means any confirmed or reasonably suspected event that compromises or threatens the confidentiality, integrity, or availability of the information systems, networks, information, data, or information assets of the Customer, Doosan Group companies, and their business partners.
- c) **"Price"** means the monetary amount that the Customer is obligated to pay to the Supplier under the Contract for the timely and proper performance and delivery of the Subject of Performance to the Customer in accordance with the Contract.
- d) **"Supplier"** means a natural or legal person who, pursuant to the Contract, performs the Subject of Performance for the Customer.
- e) **"Good Engineering Practice"** means the set of procedures, methods, and standards that an experienced and professionally qualified supplier operating in the relevant industry would apply under comparable conditions with the aim of safely, reliably, and economically performing the Subject of Performance.
- f) **"Documentation"** means all documents, proposals, data, drawings, diagrams, specifications, calculations, instructions, catalogues, information, lists, manuals, procedures, schedules, charts, reports, analyses, and other similar materials that the Supplier has prepared and/or provided to the Customer pursuant to or in connection with the Contract and that generally describe the performance of the Subject of Performance, the operation of the Subject of Performance, the maintenance of the Subject of Performance, or other information related to the Subject of Performance.
- g) **"Quality Documentation"** means documentation defining (i) the procedures and sequence of activities for ensuring the quality of the Subject of Performance, (ii) the required scope of inspections and tests of the Subject of Performance, and (iii) documentation of such inspections and tests.
- h) **"Confidential Information"** means the information and materials defined in Section 23.1 of the GTC.
- i) **"GDPR"** means Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016, on the

protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

- j) **"Main Contract"** means the agreement entered into between the Investor and the Customer in connection with the Project.
- k) **"Gross Negligence"** means negligence of a higher degree that indicates a reckless or irresponsible approach by a Party to the performance of its obligations.
- l) **"INCOTERMS"** means the set of international rules for the interpretation of delivery terms in foreign trade issued by the International Chamber of Commerce in Paris, 2020 edition.
- m) **"Investor"** means the person with whom the Customer has entered into the Main Contract and who is either an investor in the Project or the General Supplier for the Project.
- n) **"Final Acceptance"** or **"FAC"** means the acceptance of the Subject of Performance by the Customer upon the expiration of the Warranty Period and the fulfilment of the conditions set forth in Article 1717 of the GTC and the Contract.
- o) **"Destination"** means the location where the Project is being carried out.
- p) **"Proposal"** means a proposal to enter into the Contract, as defined in Section 4.1 of the GTC.
- q) **"Project"** means a project that the Customer is carrying out for the Investor, or a project under which the Customer provides any services or supplies to the Investor.
- r) **"Preliminary Acceptance"** or **"PAC"** means the acceptance of the Subject of Performance by the Customer upon fulfilment of the conditions set forth in Sections 16.1 and 16.2 of the GTC and the Contract.
- s) **"Subject of Performance"** means the subject matter of performance under a specific Contract, as defined in Section 6.2 of the GTC.
- t) **"Concealed Defects"** mean defects in the Subject of Performance that the Customer could not have discovered by exercising due care during the Warranty Period and that became apparent only after Final Acceptance.
- u) **"Services"** means any services and activities of the Supplier provided to the Customer under the Contract, which may include, but are not limited to, the processing of materials, the modification of work-in-progress Goods, the manufacture of Goods, or the repair of Goods, assembly of the Goods, transportation and storage of the Goods, customs clearance of the Goods, preparation of Documentation, technical assistance, technical consulting, assistance or supervision during assembly,

assistance or supervision during commissioning, commissioning of the Subject of Performance (including its configuration), etc. Services may also be referred to in the Contract as services, subject matter of services, scope of work, work, processing, consulting, supervision, or in any other similar manner.

v) **"Contract"** means the contract concluded between the Customer and the Supplier in accordance with Article 44 of the GTC for the performance of the Subject of Performance. Depending on the specifications of the particular Subject of Performance, the Contract may be, in particular, a purchase contract, a contract for work, a mandate contract, or a service contract.

w) **"Contract Documentation"** means the set of documents and terms and conditions defined in Section 2.1 of the GTC.

x) **"Contractual Penalty"** means the contractual penalty agreed upon in the Contract or specified in Article 2626 of the GTC, which the Supplier is obligated to pay to the Customer in the event of a failure by the Supplier to fulfill its obligations set forth in the Contract or the GTC.

y) **"Parties"** means the Supplier and the Customer collectively.

z) **"Subcontractor"** means a legal entity or natural person who has been directly or indirectly authorized by the Supplier to supply any Goods to the Supplier or to perform any part of the Subject of Performance. A Subcontractor also includes the manufacturer of Goods that the Subcontractor uses to perform the Subject of Performance.

aa) **"URDG"** means the International Chamber of Commerce (ICC) Rules for Bank Guarantees (URDG 758 – 2010 Revision).

bb) **"GTC"** means these General Terms and Conditions of Purchase of the Customer.

cc) **"Customer"** means Doosan Škoda Power a.s., with its registered office at Tylova 1/57, Jižní Předměstí, 301 00 Plzeň, Czech Republic, Company ID No.: 491 93 864, Tax ID: CZ49193864, registered in the Commercial Register maintained by the Regional Court in Plzeň, Section B, File No. 2251.

dd) **"Warranty Period"** means the duration of the quality warranty specified in Article 21.3 of the GTC.

ee) **"Goods"** means the items and their components that the Supplier undertakes to deliver to the Customer under the Contract (e.g., parts, components, equipment). The Goods may also be referred to in the Contract as the subject of purchase, the subject of delivery, the subject of work, equipment, spare parts, or in any other similar manner.

1.2. **General Rules of Interpretation.** The following shall apply to the interpretation of these GTC and the Contract: (a) words

in the singular include the plural and vice versa, as the context requires; (b) undefined words and phrases shall have their ordinary linguistic meaning or, where applicable, the meaning customary in the relevant industry; (c) any notification, consent, approval, confirmation, or appointment must be made in writing, and the words "notify," "consent," "approve," "confirm," "appoint," etc., shall be interpreted accordingly; (d) the term "Contract" refers to the entire Contract Documentation, unless the context indicates otherwise; (e) Headings and titles are provided solely for convenience and shall not be used to interpret the GTC or the Contract.

1.3. **Interpretation of Time Limits.** If a time limit or other time period is specified in the Contract or the GTC in days or months, such terms refer to calendar days and calendar months. If a time limit or other time period is specified in the Contract or the GTC in business days, such terms refer to all days except Saturdays, Sundays, and public holidays considered non-business days under Czech law.

1.4. **Interpretation of the phrase "The Supplier shall ensure."** The phrase "The Supplier shall ensure" is interpreted to mean that the Supplier undertakes to ensure that either the Supplier itself or another person fulfills what has been agreed upon, and that the Supplier shall compensate the Customer for any damages suffered if such fulfillment does not occur.

1.5. **Form of Action and Signature.** If the Contract or the GTC specify that a certain action must be taken in writing or confirmed by a signature, this means: (a) a paper document bearing the handwritten signature of the person taking the action; (b) an electronic or other technical form that allows the content to be recorded and the person acting to be identified, bearing a guaranteed or qualified electronic signature if a signature is expressly required; (c) an electronic form bearing a simple electronic signature, unless a signature is expressly required. The customer is entitled to specify the manner in which a particular document is to be signed.

2. Contract Documentation and Its Interpretation

2.1. **Contract Documentation.** The Contract Documentation consists of the following:

2.1.1. the text of the Contract;

2.1.2. the Annexes to the Contract (including the Quality Documentation);

2.1.3. GTC;

2.1.4. the annexes to the GTC; and

2.1.5. other documents referred to in the documents mentioned in items 2.1.1 through 2.1.4 GTC.

2.2. **Interpretation of the Contract Documentation.** All documents comprising the Contract Documentation are complementary and explanatory of one another and shall be interpreted as a single whole. In the event of any ambiguity or conflict between the contents of the individual documents comprising the Contract Documentation, the documents comprising the Contract Documentation shall always take precedence in the order in which they are listed in Section 2.1 of the GTC. If the Parties do not agree on the interpretation of the Contract Documentation or any part thereof, the Customer shall determine the interpretation.

2.3. **GTC as Part of the Contract.** By entering into the Contract, the Supplier accepts the rights and obligations set forth in these GTC.

2.4. **Exclusion.** The following shall not apply to the Contract or other legal relationships to which these GTC apply: (a) any terms and conditions of the Supplier or third parties; (b) the United Nations Convention on Contracts for the International Sale of Goods (CISG) or any other direct rules of private international law; (c) any commercial customs, whether general or industry-specific; (d) any customs or practices established by the Parties. The only exceptions to subSections (a) through (d) are specific provisions, rules, or customs to which the Contract expressly refers.

3. **Laws and Rules**

3.1. **Governing Law.** These GTC, the Contract, and all legal relationships arising from the GTC and/or the Contract shall be governed by the laws of the Czech Republic.

3.2. **Compliance with Legal Regulations.** The Supplier is obligated to perform the Subject of Performance in accordance with the requirements of the legal system governing the Contract. The Subject of Performance must also comply with all requirements of the generally binding regulations of the Destination. In the event of a conflict between legal regulations applicable to the Subject of Performance pursuant to this Section 3.23.2 of the GTC, the Subject of Performance must comply with the provisions of the more stringent legal regulation.

3.3. **Permits, decisions, licenses.** The Supplier must, at its own expense, obtain all public-law permits, licenses, approvals, or any other decisions from public administration or local government authorities that are necessary for the implementation and use of the Subject of Performance (with the exception of those that the Contract expressly stipulates shall be secured by the Customer). If a power of attorney from the Customer is required to obtain a decision pursuant to the preceding sentence, the Customer shall provide such power of attorney to the Supplier within a reasonable

period of time from the moment the Supplier requests in writing that the Customer provide such power of attorney.

3.4. **Technical Standards.** The Subject of Performance must comply with all relevant technical standards that materially apply to the Subject of Performance. The recommendatory provisions of technical standards are also binding on the Supplier. If multiple technical standards governing the same matter can be applied to the Subject of Performance, the Subject of Performance must meet the requirements of the more stringent technical standard. However, if the Contract specifies a requirement for compliance with specific technical standards, the Supplier may use a technical standard other than the one specified in the Contract only if:

3.4.1. the Supplier submits to the Customer a comparison of the requirements of the technical standard specified in the Contract and the technical standard the Supplier intends to use; and

3.4.2. the Customer agrees in writing to the use of such other technical standard.

The Supplier must always list all technical standards applied to the Subject of Performance in the accompanying documentation for the Subject of Performance.

3.5. **Application of INCOTERMS.** If the GTC or the Contract contain a reference to a specific INCOTERMS clause, the provisions contained in that clause in the applicable version of INCOTERMS shall become part of the terms and conditions of the Contract. In the event of a conflict between the provisions of the Contract and the terms of the applicable INCOTERMS clause, the provisions of the Contract shall prevail.

3.6. **Application of the URDG.** If a Bank Guarantee contains a reference to the URDG, the provisions contained in the URDG shall become part of the terms and conditions of the relevant Bank Guarantee. In the event of a conflict between the provisions of the Bank Guarantee and the terms and conditions of the URDG, the provisions set forth in the Bank Guarantee shall prevail.

3.7. **Other Standards and Regulations.** The Supplier must also comply with all other standards and regulations (in particular the internal regulations of the Customer or the Investor) that materially relate to the Subject of Performance or to which the Contract refers.

3.8. **Changes in Regulations.** The Supplier is obligated to regularly monitor and evaluate legislative changes. If, during the term of the Contract, any change occurs in generally binding legal regulations that affects the performance of the Subject of Performance and/or the scope of the Parties' rights and obligations under the Contract, the Supplier is obligated to immediately notify the Customer of this fact in writing. In the event of such a change in generally binding legal regulations, either Party may initiate an

amendment procedure pursuant to Article 2525 of the GTC, provided that the changes on the Supplier's part are not minor.

4. Contract Formation Process

4.1. **Proposal.** A Proposal is a document that meets the criteria set forth in Section 4.2 of the GTC and which simultaneously expresses the offering Party's intention to be bound by said Proposal in the event that the Proposal is accepted by the other Party. A Proposal is, in particular:

- 4.1.1. a binding written order for the performance of the Subject of Performance prepared by the Customer; or
- 4.1.2. a written draft of a Contract for the performance of the Subject of Performance.

Conversely, the following, in particular, are not considered a Proposal:

- 4.1.3. a non-binding inquiry from the Customer;
- 4.1.4. a request from the Customer addressed to the Supplier asking the Supplier to prepare an offer;
- 4.1.5. market research conducted by the Customer or general inquiries from the Customer regarding specific Goods or Services; or
- 4.1.6. the Supplier's offer (including offers made through advertising, in a catalogue, or by displaying the Goods).

4.2. **Specificity of the Offer.** An offer is sufficiently specific if it indicates at least:

- 4.2.1. who is making it and to whom;
- 4.2.2. what the Subject of Performance is or how the Subject of Performance is to be determined;
- 4.2.3. the Price (including the currency) or the method of determining the Price;
- 4.2.4. the deadline for performance of the Subject of Performance or the method for determining the deadline for performance of the Subject of Performance;
- 4.2.5. the signature of the person authorized to act on behalf of the relevant Party in this matter.

4.3. **Effectiveness of the Proposal.** The Proposal is effective as of the moment of its delivery to the other Party in the manner specified in Section 35.3 of the GTC.

4.4. **Counterproposal.** The Proposal may not be accepted with any reservation, addition, or amendment. If a Party sends the other Party a response to the Proposal that contains any deviation, addition, reservation, amendment, or disagreement with the Proposal, such response constitutes a counterproposal for the conclusion of a Contract for the Subject Matter.

4.5. **Procedure for Submitting a Counterproposal.** The same rules regarding the effectiveness, specificity, revocation, and

acceptance of a counterproposal shall apply as those regarding the effectiveness, specificity, revocation, and acceptance of a Proposal set forth in Article 4 of the GTC.

4.6. **Deadline for Acceptance of the Proposal.** The Proposal may be accepted no later than the last day of the acceptance period specified in the Proposal; later acceptance of the Proposal shall have legal effect only if the other Party agrees thereto. If the Proposal does not specify a deadline for its acceptance, the Proposal is deemed to be accepted within a period reasonable for the type of subject matter to which the Proposal relates, but no later than 10 days.

4.7. **Cancellation or Withdrawal of the Proposal.** The Party that made the Proposal may withdraw it before it becomes effective pursuant to Section 4.3 of the GTC. The Customer may also cancel its Proposal after it has been delivered to the Supplier, except in cases where the Proposal made by the Customer expressly stipulates that it is irrevocable or cannot be cancelled.

4.8. **Acceptance.** A Proposal is accepted if the Party to whom it is addressed expresses its consent in writing. Acceptance of the Proposal must include the signature of a person authorized to act on behalf of the relevant Party in this matter. In the case of the Supplier, the Supplier's conduct in accordance with the Customer's Proposal shall also be deemed acceptance of the Proposal.

4.9. **Effective Date of Acceptance.** Acceptance of the Proposal is effective as of the moment of delivery to the other Party in the manner specified in Section 35.3 of the GTC. If the Customer's Proposal is accepted by the Supplier acting in accordance with the Customer's Proposal, then the acceptance of the Proposal is effective as of the moment the Supplier began acting in accordance with the Customer's Proposal. Upon the effective date of the acceptance of the Proposal, a Contract is concluded between the Customer and the Supplier.

4.10. **Previous arrangements.** Any representations or agreements made prior to the execution of this Contract that are not expressly included in this Contract shall not be binding on the Parties and shall be disregarded. The contractual documentation supersedes all prior written or oral representations or agreements relating to this contractual relationship. The Contract thus constitutes the entire agreement between the Parties regarding the Subject of Performance, in connection with which it was entered into.

4.11. **Dependent Contracts.** If multiple Contracts are concluded between the Parties during a single negotiation, each Contract shall be considered separately, and the creation or

termination of one Contract shall not affect the creation or termination of the other Contracts.

4.12. ***Amendment of the Contract.*** The Contract may be amended only:

4.12.1. by written, sequentially numbered amendments, which shall be dated and duly signed by authorized representatives of both Parties. The rules of this Article 4 of the GTC regarding the conclusion of Contracts shall apply mutatis mutandis to the conclusion of an amendment to the Contract; or

4.12.2. by the Customer's order to amend the Contract under the conditions specified in Section 25.1 of the GTC; or

4.12.3. an approved amendment proposal under the conditions set forth in Section 25.5.1 of the GTC.

5. **Purpose**

5.1. ***Purpose of the Subject of Performance.*** The Subject of Performance must correspond to the purpose for which it is intended and for which it is to be used. The Subject of Performance must also correspond to all (in particular geographical and climatic) conditions at the Destination. The purpose of the Subject of Performance is, in particular, to properly and timely complete the Subject of Performance on a turnkey basis so that it is (i) fully in accordance with the Contract, (ii) fully functional, (iii) operational without any legal or material restrictions, and (iv) compliant with generally applicable laws, technical standards, and good engineering practice

5.2. ***Compliance with the Project.*** If the Subject of Performance is to be part of the Project and/or is to be used for the Project, then it also applies that

the purpose of the Subject of Performance is to be (i) fully compatible with the Project and (ii) to enable the Customer to use the Subject of Performance without any restrictions for the performance of the Main Contract.

6. **Subject of Performance**

6.1. ***Definition of the Supplier's Obligations.*** By entering into the Contract, the Supplier undertakes, in its own name and on its own responsibility, to deliver the Subject of Performance properly and on time in accordance with (i) the Contract, (ii) the purpose set forth in Article 5 of the GTC, and (iii) the standards and regulations set forth in Article 3 of the GTC. The Supplier is also obligated to ensure that:

6.1.1. all of the Customer's rights to the Subject of Performance (including all intellectual property rights); and

6.1.2. all rights to the Documentation or other documents necessary for the proper and uninterrupted use of the Subject of Performance in accordance with the Contract;

6.1.3. are transferable without any restrictions to the Investor and/or to any other person who becomes the owner, user, or operator of the Project, and that the exercise of such rights by such persons is possible without further conditions.

6.2. ***Subject of Performance.*** The Subject of Performance consists of:

6.2.1. all work, Services, and deliveries of Goods, as defined in the Contract Documentation (in particular the annexes to the Contract); and

6.2.2. all other works, Services, and deliveries of Goods, as defined in Section 6.4 of the GTC; and

6.2.3. all other performances and obligations arising directly or indirectly from the Contract Documentation, as well as from regulations and standards pursuant to Article 3 of the GTC.

6.3. ***Specification of the Subject of Performance.*** The Subject of Performance includes, in particular:

6.3.1. deliveries of Goods to the extent and under the conditions specified in the Contract Documentation;

6.3.2. the performance of Services to the extent and under the conditions specified in the Contract Documentation;

6.3.3. the provision of technical assistance or supervision to the extent and under the conditions specified in the Contract Documentation;

6.3.4. preparation of Documentation to the extent and under the conditions specified in the Contract Documentation;

6.3.5. conducting training to the extent and under the conditions specified in the Contract Documentation;

6.3.6. conducting inspections, tests, and other procedures specified in the Quality Documentation.

6.4. ***Other Parts of the Subject of Performance.*** The Subject of Performance further includes the performance of any additional work and/or the delivery of Goods and/or the provision of Services, the performance of which is necessary in terms of:

6.4.1. the completeness, proper functioning, completion, and operation of the Subject of Performance; and

6.4.2. fulfilling the purpose set forth in Section 5.1 of the GTC; regardless of whether they are expressly specified in the Contract and its annexes or not. All such work, Services, and deliveries of Goods form part of the scope of the Supplier's obligations under the Contract, are included in the agreed Price, and the Supplier is obligated to perform them at its own expense and risk.

6.5. ***Compatibility of the Subject of Performance.*** The Subject of Performance must be fully functional and compatible with other equipment supplied as part of the Project. The Subject of Performance therefore also includes the performance of any work and/or the delivery of Goods and/or the provision of Services

necessary to ensure the functionality and compatibility of the Subject of Performance as described in the preceding sentence.

7. Performance Deadlines

7.1. ***Deadline for completion of the Subject of Performance.*** The Supplier is obligated to complete the Subject of Performance by the deadlines specified in the Contract.

7.2. ***Schedule and Milestones.*** The Supplier is further obligated to meet all milestones for the performance of the Subject of Performance specified in the Contract Documentation. If the Contract Documentation includes a schedule for the performance of the Subject of Performance, the Supplier is obligated to proceed in accordance with such schedule.

7.3. ***Setting Priorities for Milestones.*** The Customer is entitled to set priorities for the execution of individual parts of the Subject of Performance. The Supplier is obligated to adjust the schedule for the performance of the Subject of Performance accordingly.

7.4. ***Notification of the Risk of Delay.*** The Supplier is obligated to notify the Customer in writing, without any delay, of the risk of a delay with respect to any performance deadline specified in the Contract Documentation, including information on the causes of such a delay or impending delay.

7.5. ***Acceleration.*** The Supplier is obligated to prevent an impending delay or to remedy an existing delay by all available means and with increased effort (e.g., by deploying a larger number of workers or working additional shifts) in order to ensure that the deadlines set forth in the Contract are met. Unless expressly provided otherwise in the Contract, the Supplier is obligated to carry out such acceleration without being entitled to a change in the Price or reimbursement of additional costs. If the Supplier fails to fulfill the aforementioned obligation, the Customer is entitled to remedy the delay on its own or with the assistance of third parties at the Supplier's risk and expense, and is required to notify the Supplier of this in writing.

7.6. ***Postponement of Deadlines by Decision of the Customer.*** The Customer is entitled to postpone the performance deadlines specified in the Contract Documentation at any time before the relevant deadline occurs. The Supplier is obligated to comply with such postponement of deadlines, whereby the original interim deadlines for the performance of the Subject of Performance remain unchanged and the new deadlines set by the Customer become the new contractual deadlines.

7.7. ***Customer's Default.*** In the event that:

7.7.1. The Supplier is completely unable to continue performing the Subject of Performance due to a delay that is entirely attributable to the Customer; and

7.7.2. the Supplier fulfills the conditions set forth in Sections 32.3 and 32.4 of the GTC for asserting its claim; then the Supplier may request an extension of the deadlines for the performance of the Subject of Performance by a reasonable period (but not exceeding the duration of the Customer's delay). If the delay, which is entirely attributable to the Customer, prevents the performance of only a part of the Subject of Performance, then the rules set forth in the preceding sentence shall apply mutatis mutandis to the postponement of the deadline relating to the affected part of the Subject of Performance; all other deadlines shall remain unaffected.

8. Place and Manner of Performance of the Contract

8.1. ***Place of Performance of the Subject of Performance.*** The Supplier shall perform the Subject of Performance at its own premises and at other locations specified in the Contract.

8.2. ***Construction site, assembly site.*** If, as part of the performance of the Subject of Performance, the Supplier takes over from the Customer a specific designated area on which the Subject of Performance or a part thereof is to be performed, such takeover and return must be confirmed by a written protocol signed by both Parties. The Supplier is obligated to maintain such space and ensure its protection, lighting, fencing, and security to the extent specified in the Contract; if the Contract does not specify further conditions, then to the extent necessary for the performance of the Subject of Performance. Before returning such space, the Supplier must completely vacate it.

8.3. ***Method of Performing the Subject of Performance.*** In performing the Subject of Performance, the Supplier shall act independently and with professional care corresponding to that of a diligent professional in the relevant field, i.e., the care that an experienced and professionally qualified supplier providing the same type of performance would exercise under comparable circumstances. At the same time, the Supplier shall act in such a way as not to jeopardize the safety and reliability of operation of any equipment belonging to the Customer and/or the Investor. Furthermore, the Supplier shall carry out the Subject of Performance in accordance with the Quality Documentation.

8.4. ***Inspections and Tests During the Performance of the Subject of Performance.*** During the performance of the Subject of Performance, the Supplier is required to monitor and document the progress of all aspects of the performance of the Subject of Performance. The Supplier is further required to:

8.4.1. ensure that all inspections, checks, and tests are performed in accordance with the Quality Documentation during the performance of the Subject of Performance;

8.4.2. ensure that all checks, inspections, and tests are performed in accordance with the standards and regulations set forth in Article 3 of the GTC; and

8.4.3. invite the Customer to participate in individual checks, inspections, and tests in accordance with Sections 8.4.1 and 8.4.2 of the GTC within the time limits specified in the Contract. If no such time limit is specified in the Contract, the Supplier must invite the Customer to participate in individual checks, inspections, and tests in accordance with Sections 8.4.1 and 8.4.2 of the GTC no later than 5 business days before the scheduled date of their occurrence.

8.5. **Checks Requested by the Customer.** The Customer is entitled, either directly or through a third party, at any time during the performance of the Contract, to conduct checks and inspections at the Supplier's and Subcontractors' premises and/or to request that additional tests be performed. For this purpose, the Supplier is obligated to ensure that the Customer may also enter the premises of the Supplier's Subcontractors as part of such checks and inspections. The Supplier is entitled (in accordance with the procedure set forth in Article 32 of the GTC) to request reimbursement from the Customer for the costs of such additional checks, inspections, and tests, provided that the result of the additional check, inspection, or test demonstrates the conformity of the Subject of Performance with the requirement under review. The Supplier shall not be entitled to reimbursement of costs if: (i) the check, inspection, or test is performed as part of the Quality Documentation pursuant to Section 8.4 of the GTC; or (ii) the check, inspection, or test is initiated due to the Supplier's prior failure to fulfill or breach of an obligation; or (iii) the Supplier was in default of any of its obligations under the Contract at the time the check was conducted.

8.6. **Customer's Instructions and Documentation.** The Supplier is obligated to respect and comply with the Customer's orders, instructions, or documentation. However, the Supplier is also obligated to review, exercising due professional care:

8.6.1. all orders and instructions from the Customer; and

8.6.2. all supporting documents received from the Customer;

8.7. and to notify the Customer in writing of any unsuitability, inaccuracy, or inconsistency therein. If the Supplier fails to notify the Customer in writing and without undue delay of the unsuitability of the orders, instructions, or supporting documents, the Supplier shall be liable for any defects and damages caused by the Supplier's performance of the Subject of Performance in

accordance with such orders, instructions, or supporting documents. If the Customer insists on orders, instructions, or supporting documents that the Supplier has designated as unsuitable, incorrect, or mutually contradictory, this does not entitle the Supplier under any circumstances to terminate the Contract prematurely or suspend the performance of the Subject of Performance in any manner.

8.8. **Rules for Construction Work.** If the Subject of Performance includes any construction activity or any activity related to construction, the following rules shall apply:

8.8.1. The Supplier is required to maintain a construction log in accordance with all applicable laws and regulations.

8.8.2. All construction tools and equipment necessary for the performance of the Subject of Performance shall be brought to the Destination or another agreed-upon place of performance and operated there exclusively at the Supplier's expense, risk, and cost.

8.8.3. If necessary for the performance of the Subject of Performance and/or if required by applicable laws and regulations, the Supplier shall appoint a qualified person to the position of site manager.

8.8.4. The Customer has the right to request that the Supplier remove any person employed or hired by the Supplier or its Subcontractors who has been shown to be negligent in the performance of their duties or whose presence at the place of performance is otherwise undesirable; such a person may not be re-employed and/or rehired at the place of performance without the Customer's prior consent. The Customer shall notify the Supplier in writing of a duly justified request for removal, and the Supplier is obligated to comply with this request without undue delay. Any person removed from the place of performance in this manner must be promptly replaced by the Supplier with another suitable person subject to the Customer's approval.

9. Transportation and Delivery Terms

9.1. **Delivery Terms.** Deliveries of the Goods, as well as any other materials or documents related to the performance of the Subject of Performance, shall be made in accordance with the INCOTERMS clause specified in the Contract.

9.2. **Packaging and Securing the Goods During Transportation.** The Supplier is obligated, at its own expense, to package and properly secure the Goods so that they are not damaged, degraded, or stolen during the entire transportation process (including loading and unloading) up to the final place of delivery; this obligation of the Supplier to properly package the Goods for transport applies regardless of which INCOTERMS

clause is selected. The Supplier is required to use packaging that allows for the safe storage of the Goods without loss of quality for the period necessary according to the Customer's requirements. The packaging of the Goods and the delivery note must bear, in a visible location, legible (i) the Supplier's identification, (ii) the Customer's identification, (iii) the Contract number, and (iv) information regarding the actual quantity, scope, or volume of the Goods.

9.3. **Shipment Documents.** Unless expressly provided otherwise in the Contract, the Supplier is obligated to provide the Customer, in connection with each shipment of Goods, with at least the following documents relating to the transportation of the Goods:

9.3.1. shipping schedules and preliminary packing lists at least 60 days prior to the commencement of shipment;

9.3.2. final packing lists and proof of shipping insurance at least 30 days prior to the commencement of shipment;

9.3.3. a delivery note and any customs documentation on the day of delivery of the Goods.

9.4. **Notice of the shipment date.** The Supplier is required to notify the Customer in writing of the estimated start date of the shipment no later than 15 days before the scheduled delivery date for standard Goods and 60 days in the case of oversized Goods. The notification must include: a description of the Goods, the delivery location, identification of the means of transport, the estimated time of arrival, the dimensions (including designation of oversized cargo), and the weight of the Goods.

9.5. **Inspection of the Goods to be delivered prior to the commencement of transport.** The Supplier is not authorized to commence transport of the Goods until all of the following conditions have been met:

9.5.1. all relevant inspections and tests in accordance with the Quality Documentation have been successfully completed, and the relevant reports and certificates proving the successful completion of these inspections and tests have been submitted;

9.5.2. all Documentation that, according to the Contract Documentation, must be approved prior to the date of commencement of the relevant shipment has been submitted and approved;

9.5.3. the Supplier has provided the Customer with all reports, certificates, safety data sheets, and other similar documents relating to the quality of the Goods that are required under the Contract Documentation and the standards and regulations set forth in Article 3 of the GTC;

9.5.4. The Customer has issued a confirmation to the Supplier that transportation may commence, provided that the issuance of such confirmation is expressly required by the Contract.

9.6. **Storage Prior to Commencement of Transportation.**

If the Goods are ready for transportation in accordance with the Contract but the Customer does not yet wish to commence transportation, the Supplier is obligated to store the Goods for up to 60 days without entitlement to additional compensation or reimbursement of costs.

10. **Customer's Assistance**

10.1. **Scope of the Customer's Cooperation.** The Customer is obligated to cooperate with the Supplier only to the extent and under the conditions expressly set forth in the Contract. Everything else necessary for the performance of the Subject of Performance is, in accordance with Section 6.4 of the GTC, part of the Supplier's obligation.

10.2. **Allocation of Responsibilities at the Construction Site.** If a document governing the allocation of the Parties' responsibilities at the Construction Site is attached to the Contract, then the Customer's scope of cooperation also includes those activities and responsibilities for which such document specifies that the Customer is responsible or that the Customer is to perform them.

11. **Prices, Taxes, and Fees**

11.1. **Price.** The Customer is obligated to pay the Supplier the Price, the amount of which is specified in the Contract, for the proper and complete performance of the Subject of Performance. The Price is agreed upon as a fixed price. By entering into the Contract, the Supplier assumes the risk of any change in circumstances; therefore, changes in circumstances or any difficulties in performing the Subject of Performance shall not affect the amount of the Price. Unless otherwise specified in the Contract, the Price includes, in addition to the intrinsic value of the Subject of Performance, all costs associated with the performance of the Subject of Performance. If the Supplier arranges for the transportation of the Goods, the Price includes, in particular, transportation insurance, payment of all taxes, import licenses, or other fees required for or related to the import of the Goods into the country where the Supplier is to deliver the Goods. No additional fees, costs, or expenses of any kind, unless expressly specified in the Contract alongside the Price, shall be accepted by the Customer, and the Customer is not obligated to pay them to the Supplier.

11.2. **Price Structure.** A detailed breakdown of the Price is provided in the Contract Documentation. The prices of items not listed directly in these price specifications but which form part of

the Subject of Performance are deemed to be included in the items listed in the price specifications.

11.3. **Hourly Rates.** If a portion of the Price is determined using hourly rates, then such hourly rate includes all related costs for performing that portion of the Subject of Performance (e.g., costs for relevant employee certifications, use of equipment and tools, accommodation costs, transportation, etc.); this does not apply if the price specification or price list, which is part of the Contract Documentation, does not expressly list these costs as separate items. The hourly rate agreed upon in the Contract for work in a specific profession applies to a 10-hour workday for the relevant employee, provided that applicable laws permit it. Overtime work, work on non-working days, and work on public holidays are governed by the relevant legal regulations.

11.4. **Price Changes.** Unless the Contract expressly provides for a different procedure for changing the Price, the Price may be changed only by entering into an amendment to the Contract.

11.5. **Import and Customs Procedures.** The Supplier is obligated to carry out all import/export customs procedures related to the performance of the Subject of Performance. Unless the Contract expressly provides otherwise, all customs duties shall be paid by the Supplier and are included in the Price.

11.6. **Value-Added Tax.** If the Supplier is registered for value-added tax, the applicable value-added tax will also be added to the Price. Value-added tax will be paid in accordance with generally applicable laws and regulations.

11.7. **VAT Registration.** If, during the performance of the Contract, the Supplier becomes a VAT payer or ceases to be a VAT payer, the Supplier is required to notify the Customer of this fact in writing within 2 business days. If, during the performance of the Contract, the Supplier changes the country in which it performs taxable transactions, it is required to notify the Customer of this fact in writing within 2 business days of such change. The Supplier is also required to exercise due diligence in determining whether, at the location where the Subject of Performance is carried out, it is obligated to establish a permanent establishment for value-added tax purposes and/or to fulfill other reporting and registration obligations; if the Supplier determines that such an obligation has arisen, it is required to establish the relevant permanent establishment, complete the registration, etc., without undue delay, and inform the Customer of these facts within 2 business days.

11.8. **Withholding Tax.** If any tax relating to the Subject of Performance is collected by withholding or is a tax for which advance payments are to be withheld, the Customer is entitled to withhold such taxes or remit advance payments for such taxes in accordance with applicable laws. The Customer is obligated to

remit the amounts thus withheld and retained to the relevant tax authority and to provide the Supplier with confirmation of the payment made. Amounts withheld in this manner are considered part of the payment of the Price; however, they do not constitute any acknowledgment or confirmation of the Supplier's claim to payment of any other portion of the Price.

11.9. **Tax Domicile.** In the event that the Supplier's tax domicile changes during the performance of the Subject of Performance, the Supplier is obligated to notify the Customer of this change immediately, but no later than 15 days from the date on which the change occurred.

12. **Payment Terms**

12.1. **The Supplier's Right to Issue an Invoice.** The Supplier is entitled to issue an invoice for the Price only after the Customer signs a protocol, delivery note, or other similar document confirming the completion of the entire Subject of Performance. If the Contract provides for multiple partial payments or multiple payment milestones, the Supplier is entitled to issue an invoice for the relevant payment only after the Customer signs a protocol, delivery note, or other similar document confirming the completion of that part of the Subject of Performance that relates to the given payment or payment milestone.

12.2. **Deadline for Issuing an Invoice.** The Supplier is required to issue an invoice within 15 days:

12.2.1. from the date of the taxable supply, if the Supplier is a VAT payer; or

12.2.2. from the date on which the Customer signs the relevant document pursuant to Section 12.1 of the GTC.

12.3. **Requirements for the Content of the Supplier's Invoice.** The invoice must be issued in accordance with applicable laws and regulations. In particular, the invoice must include the following information:

12.3.1. the Supplier's name, registered office, or place of business;

12.3.2. information regarding the Supplier's registration in the commercial register or another public register;

12.3.3. the Customer's name and registered office, and the name of the Customer's authorized representative;

12.3.4. the identification number (IČO) of the Supplier and the Customer;

12.3.5. the tax identification number (DIČ) of the Supplier and the Customer;

12.3.6. invoice number;

- 12.3.7. scope and subject matter of the taxable transaction;
- 12.3.8. the date the document was issued,
- 12.3.9. the date of the taxable supply,
- 12.3.10. the invoiced amount excluding VAT,
- 12.3.11. VAT rate and amount,
- 12.3.12. the amount invoiced including VAT,
- 12.3.13. the amount of advance payments made that are to be settled in this invoice,
- 12.3.14. total amount due (result of the following calculation):
- + "total invoiced amount including VAT"
- "total amount of advance payments to be applied against this invoice"
- = "total amount due"
- 12.3.15. information on whether the taxable supply is subject to the reverse charge mechanism;
- 12.3.16. the Customer's Contract number, the name of the Subject of Performance or the project under which the Subject of Performance is being carried out,
- 12.3.17. the name, code, and SWIFT code of the Supplier's financial institution;
- 12.3.18. the account number, including the IBAN, to which the payment is to be made;
- 12.3.19. the invoice due date.
- 12.4. **Invoice Attachments.** The invoice must always be accompanied by a copy of the relevant document in accordance with Section 12.1 of the GTC. The invoice may also be accompanied by other documents specified in the Contract.
- 12.5. **Billing Address.** The Supplier is required to send the invoice:
- 12.5.1. electronically via email to the Customer's email address: fakturace@doosan.com; or
- 12.5.2. in hard copy to the Customer's registered office address.
- 12.6. **Currency.** All payments related to the Contract shall be made in the currency in which the Price is agreed upon in the Contract.
- 12.7. **Due Date of the Supplier's Invoices.** The Customer is not obligated to make any monetary payment under the Contract

until the Customer receives an invoice from the Supplier relating to such payment. Unless otherwise agreed in the Contract, the due date for all payments by the Customer to the Supplier that pertain to or are related to the Contract is 60 days from the date of delivery of a proper and complete invoice to the Customer.

12.8. **Advance Payments.** If advance payments are agreed upon in the Contract, the condition for payment of any advance payment is:

12.8.1. the issuance of an advance invoice; and

12.8.2. the issuance of a Bank Guarantee for the advance payment in accordance with Section 13.2 of the GTC and its delivery to the Customer.

The provisions of this Article 12 of the GTC relating to invoices shall apply mutatis mutandis to the content, delivery, and due date of the advance invoice.

12.9. **Returns and Corrections to Invoices.** The Customer is entitled, at any time within the invoice's due date, to return to the Supplier, without payment, any invoice that does not meet the requirements specified in this Article 12 GTC, is not in accordance with the Contract, and/or exhibits other defects. If an invoice is returned to the Supplier in accordance with the procedure set forth in this Section 12.9 GTC, the Supplier is obligated to correct, amend, or issue a new invoice. Upon return of the invoice, the invoice's due date ceases to run; therefore, by returning the invoice, the Customer does not fall into default regarding payment of the relevant invoice. The new due date begins on the date the Customer receives the supplemented, corrected, or newly issued invoice that complies with the terms of the GTC and the Contract. The procedure set forth in this, Section 12.9 of the GTC, also applies to newly issued or corrected invoices.

12.10. **Bank Fees.** All bank fees incurred by the Customer in connection with the Customer's payments to the Supplier shall be borne by the Customer. All other bank fees shall be borne by the Supplier and are included in the Price.

12.11. **Bank Account Published for VAT Purposes.** If the Supplier is a VAT payer, the Supplier is required to include on invoices only the number of a bank account that is duly published in a manner allowing remote access for VAT purposes.

12.12. **Change of Account.** The Supplier is entitled to change its bank account for the purpose of payment of the price under the Contract, subject to the Customer's prior written consent.

12.13. **Unreliable VAT Payer.** The Supplier:

12.13.1. by entering into the Contract, expressly confirms that it is not an unreliable VAT payer; and

12.13.2. is obligated to do everything that can reasonably be required of it to ensure that it does not become an unreliable VAT payer; and

12.13.3. is obligated to ensure that at least one of the Supplier's bank accounts remains, for the entire duration of the Contract, an account that is duly published in a manner allowing remote access for VAT purposes; and

12.13.4. is obligated to prevent the Customer from becoming or potentially becoming a guarantor for the Supplier's tax liability arising from VAT billed to the Customer in connection with payment of the Price under the Contract.

12.14. **Withholding of VAT.** The Customer is entitled to withhold the VAT amount from an invoice issued by the Supplier and to make the relevant payment to the Supplier without the withheld VAT amount in the following cases:

12.14.1. The Supplier becomes an unreliable VAT payer at any time during the performance of the Contract; or

12.14.2. The Supplier requests that the Customer make any payment to an account other than the one published in accordance with the VAT Act.

The Customer is entitled, at its discretion, to handle the VAT amount withheld pursuant to this Section 12.14 GTC as follows:

12.14.3. pay it directly on behalf of the Supplier to the relevant tax authority's account, or

12.14.4. pay the Supplier, provided that the Supplier unequivocally demonstrates to the Customer that the obligation to remit the relevant VAT amount has been duly and timely fulfilled by the Supplier.

By following the procedure set forth in this Section of 12.14 GTC, the Customer does not fall into default with respect to payment of the relevant portion of the Price.

12.15. **Time of Payment of the Price.** The time of payment of the Price or any portion thereof is the debiting of the relevant payment from the Customer's account in favor of the Supplier's account.

12.16. **Suspension of Payments.** The Customer is entitled to refuse or suspend payment of any portion of the Price if the Supplier fails to perform or otherwise breaches the provisions of the Contract; the due date for such payments is suspended until the Supplier remedies such failure to perform or breach of the Contract.

12.17. **Retention of Payment.** The Customer is entitled to withhold a reasonable portion of the Price as security for:

12.17.1. its rights and claims related to defects in the Subject of Performance and the quality warranty. The Customer is entitled to

retain the portion of the Price withheld in this manner until one month after the expiration of the Warranty Period; and/or

12.17.2. its claims for damages in the event of a risk of damage on the part of the Customer or the Investor. The Customer is entitled to withhold the portion of the Price retained in this manner until Final Acceptance; and/or

12.17.3. its claims for payment of contractual penalties under the Contract and the GTC. The Customer is entitled to withhold the portion of the Price thus withheld until Final Acceptance.

13. **Bank Guarantees**

13.1. **General Requirements for Bank Guarantees.** All Bank Guarantees issued under the Contract or in connection with the Subject of Performance must be:

13.1.1. issued by a bank approved by the Customer;

13.1.2. irrevocable, unconditional, non-transferable, and payable on first demand without the possibility of further review or objection;

13.1.3. issued in accordance with the model text, if the Contract Documentation contains a model Bank Guarantee.

13.2. **Bank Guarantee for Advance Payment.** If the Customer provides the Supplier with an advance payment, the Supplier is required to provide the Customer with a Bank Guarantee for Advance Payment. The Supplier is required to provide the Bank Guarantee for Advance Payment before the Customer receives the corresponding invoice for the advance payment. The value of the Bank Guarantee for the advance payment must correspond to the amount of the advance payment and the currency in which the advance payment is made. The Bank Guarantee for the advance payment must remain valid for at least 30 days after the date on which the relevant advance payment was fully settled.

13.3. **Bank Guarantee for Proper Performance.** If the Contract requires the issuance of a Bank Guarantee for the proper performance of the Subject of Performance, the following rules shall apply:

13.3.1. The Supplier is required to provide the Customer with a Bank Guarantee for Proper Performance of the Subject of Performance in the amount of 10% of the Price in the currency of the Price no later than 7 days after the conclusion of the Contract.

13.3.2. The Bank Guarantee for Proper Performance of the Subject of Performance must remain valid for at least 60 days from Preliminary Acceptance.

13.3.3. The submission and validity of the Bank Guarantee for the proper performance of the Subject of Performance is a condition precedent to the payment of any portion of the Price.

13.4. **Bank guarantee for the warranty period.** If the Contract requires the issuance of a bank guarantee for the warranty period, the following rules shall apply:

13.4.1. The Supplier is required to provide the Customer with a Bank Guarantee for the performance of obligations during the warranty period in the amount of 10% of the Price in the currency of the Price no later than 30 days before the expiration of the Bank Guarantee for the proper performance of the Subject of Performance.

13.4.2. The Bank Guarantee for the performance of obligations during the warranty period must remain valid for at least 60 days from the Final Acceptance.

13.4.3. The submission of the Bank Guarantee for the fulfillment of obligations during the warranty period is a condition precedent for payment of the relevant portion of the Price that has not yet been paid at that time, and for the release of any retention.

13.5. **Requirements for the Issuing Bank.** The bank guarantee must be issued by a first-class bank that has its registered office or is represented in the Czech Republic and holds a banking license issued by the Czech National Bank. A first-class bank is a bank that has a long-term rating of A1 or higher from Moody's, BBB- or higher from Standard & Poor's, or BBB or higher from Fitch IBCA. A bank guarantee issued by another bank is acceptable to the Customer only if such bank guarantee is guaranteed by a bank that meets the above requirements. No later than 10 days prior to the date of issuance of the relevant Bank Guarantee, the Supplier shall notify the Customer in writing of the name of the bank that will issue the Bank Guarantee and request the Customer's approval; the Customer is required to respond to this request within a reasonable period of time.

13.6. **Extension of the Bank Guarantee.** If the validity of the issued Bank Guarantee expires before the date specified in the Contract as the end of its validity period, the Supplier is required to submit to the Customer, no later than 14 days before the expiration of the existing Bank Guarantee, a new or extended Bank Guarantee that meets the requirements of the Contract. If the Supplier fails to provide the Customer with such an extended Bank Guarantee within the specified period, the Customer has the right to draw upon the existing Bank Guarantee up to its full amount. The costs associated with extending the Bank Guarantee shall be borne by the Supplier.

13.7. **Amendment of the Bank Guarantee.** If the Price is increased (e.g., by entering into an amendment to the Contract) by at least 5% or by at least an amount equivalent to 100,000 CZK, the Supplier is obligated to increase the individual Bank

Guarantees without delay, but no later than within 14 days, so that their value complies with the terms of the Contract.

13.8. **Claims Entitling the Customer to Draw on the Bank Guarantees.** The Customer is entitled to assert against the Bank Guarantee any claims arising from or in connection with the Contract (in particular, claims for contractual penalties, damages, and late payment interest).

14. Documentation Regarding the Subject of Performance

14.1. **Preparation of Documentation.** Unless otherwise agreed in the Contract, the Supplier is obligated to prepare and deliver to the Customer the Documentation to the extent necessary for:

14.1.1. the implementation, operation, and maintenance of the Subject of Performance;

14.1.2. compliance with the requirements of all relevant rules and standards pursuant to Article 3 of the GTC; and

14.1.3. fulfilling the purpose set forth in Section 5.1 of the GTC. The Documentation must also meet all requirements arising from the Contract Documentation and must be prepared with professional care and in accordance with sound engineering practice.

14.2. **General Requirements for Submitting Documentation.** The Documentation must be submitted to the Customer for approval in such quality and by such deadlines as to ensure compliance with the milestone deadlines specified in the Contract and so as not to jeopardize:

14.2.1. the deadline for completion of the Subject of Performance;

14.2.2. the Project completion date; and

14.2.3. the purpose of the Contract.

14.3. **Approval of Documentation.** The Customer is not obligated to approve and accept the Documentation unless it is completely free of any defects and outstanding issues. If payment of the Price or a portion of the Price is contingent upon the delivery of certain Documentation, the Customer's approval of the relevant Documentation is a condition precedent to such payment. The detailed procedure for reviewing and approving the Documentation shall be set forth in the Contract and its attachments. If the Contract does not specify the procedure for approving the Documentation, the following rules shall apply:

14.3.1. The Customer has 30 days to review the submitted Documentation, starting from the date on which the Documentation is delivered to the Customer by the Supplier.

14.3.2. Within the time limit specified in Section 14.3.1 of the GTC, the Customer shall indicate whether it approves the Documentation or returns it for revision with comments.

14.3.3. If the Customer returns the Documentation for revision with comments, the Supplier is obligated to correct all defects and omissions in the Documentation identified by the Customer. The Supplier is obligated to submit the corrected Documentation to the Customer within 10 days from the date on which the Customer returned the Documentation for revision with comments.

14.3.4. The procedure set forth in Section 14.3.1 through 14.3.3 of the GTC shall again apply to the review of the corrected Documentation.

14.3.5. **Electronic Delivery of the Documentation.** The Supplier is required to deliver the Documentation via the Customer's Webstorage electronic system, to which the Customer shall provide the Supplier with access credentials, unless otherwise agreed in the Contract or the Customer makes such a choice in writing sufficiently in advance of the delivery of the Documentation.

15. Updates on the Implementation of the Subject of Performance

15.1. **Monthly Reports.** During the performance of the Subject of Performance, the Supplier is required to submit monthly reports to the Customer on the progress of the performance of the Subject of Performance. In the monthly report, the Supplier shall summarize the progress and scope of work performed in the previous month, focusing in particular on adherence to the schedule and work planning for the coming period. Details regarding the content and structure of the monthly reports are set forth in the Contract Documentation; if no more detailed provisions are included in the Contract Documentation, the content and scope of the monthly reports shall be determined by agreement between the Parties.

15.2. **Daily and Weekly Reports.** If the Supplier performs any activities at the Destination, the Supplier is required to submit daily reports to the Customer on the progress of the performance of the Subject of Performance at the Destination. The daily reports must include, in particular, (i) all material circumstances related to the performance of the Subject of Performance at the Destination, and (ii) information on all facts and events that may have a material impact on the further course of the performance of the Subject of Performance or on the rights and obligations of the Parties. At the same time, the Supplier is required to submit to the Customer a weekly summary report on the progress of the performance of the Subject of Performance at the Destination. Details regarding the

content and structure of the daily and weekly reports are set forth in the Contract Documentation; if no more detailed provisions are included in the Contract Documentation, the content and scope of the daily and weekly reports shall be determined by agreement between the Parties.

16. Preliminary Acceptance (PAC)

16.1. **Preliminary Acceptance.** The Subject of Performance shall be deemed preliminarily accepted on the date on which both Parties sign the Preliminary Acceptance Protocol under the conditions set forth in Section 16.2 of the GTC.

16.2. **Conditions for Preliminary Acceptance.** The Preliminary Acceptance Protocol may be signed no earlier than after all of the following conditions have been met:

16.2.1. The Subject of Performance is complete and fully functional;

16.2.2. The Subject of Performance complies with all terms of the Contract, including the purpose specified in Section 5.1 of the GTC;

16.2.3. The Subject of Performance meets all guaranteed parameters, if the Contract requires compliance with guaranteed parameters;

16.2.4. The Supplier has provided the Customer with all Documentation, and all Documentation has been approved by the Customer;

16.2.5. the Investor has provisionally accepted the Customer's performance under the Main Contract, provided that the Subject of Performance is part of the Project and/or has been used for the Project; and

16.2.6. all of the Supplier's obligations under the Contract, except for warranty obligations, have been fulfilled.

16.3. **Minor Defects and Unfinished Work.** The Customer is entitled, but not obligated, to perform Preliminary Acceptance even if the Subject of Performance exhibits minor defects and unfinished work that cumulatively meet all of the following conditions: (i) neither individually nor collectively do they prevent the safe and full use of the Subject of Performance in terms of safety, operation, performance, and other contractually specified parameters; (ii) neither individually nor collectively do they cause a reduction in the performance or availability of the Subject of Performance; and (iii) they can be remedied without the need to shut down or interrupt the operation of the Subject of Performance. Such minor defects and outstanding work shall be listed in the Preliminary Acceptance Report, including the method and deadline for their rectification. In such a case, the Customer is entitled to withhold a portion of the Price in accordance with Section 12.17 of the GTC.

17. Final Acceptance (FAC)

17.1. **Final Acceptance.** The Subject of Performance shall be deemed fully completed on the date the Final Acceptance Protocol is signed by both Parties under the conditions set forth in Section 17.2 of the GTC.

17.2. **Conditions for Final Acceptance.** The Final Acceptance Protocol may be signed no earlier than after all of the following conditions have been met:

17.2.1. The warranty period for the entire Subject of Performance has expired (including any extension thereof under the terms of the Contract);

17.2.2. all defects and outstanding work related to the Subject of Performance have been properly remedied;

17.2.3. all of the Customer's claims against the Supplier have been settled.

18. Risk of Damage to the Subject of Performance and Care of the Subject of Performance

18.1. **Transfer of Risk.** The risk of damage to the Subject of Performance and the obligation to ensure its protection, as well as the risk of loss or any damage to the Subject of Performance, shall pass from the Supplier to the Customer:

18.1.1. upon delivery in accordance with the applicable INCOTERMS delivery term, if the Subject of Performance in the given case consists solely of the delivery of Goods; or

18.1.2. upon Preliminary Acceptance, if the Subject of Performance in the given case consists of the delivery of Goods and the provision of Services.

18.2. **Obligation to Compensate.** If, prior to the transfer of risk, damage, loss, or other harm occurs to the Subject of Performance, the Supplier is obligated, at its own expense, to remedy the resulting damage, loss, or other harm and to repair the Subject of Performance or its parts to a condition that is flawless in all respects and in compliance with the Contract.

18.3. **Use of the Customer's Tools.** If the Supplier uses any equipment, tools, etc., provided by the Customer under or in connection with the Contract, the Supplier is obligated to:

18.3.1. use them in accordance with generally applicable regulations, operating manuals, and the Customer's technical recommendations;

18.3.2. use them at its own risk and liability;

18.3.3. compensate for any damage resulting from such use; and

18.3.4. take care of them and maintain them in proper technical condition (including ensuring inspections or calibrations).

19. Transfer of Ownership

19.1. **Transfer of Ownership.** Ownership of the individual components of the Subject of Performance, unless already owned by the Customer, shall pass from the Supplier to the Customer:

19.1.1. in the case of Goods and all other items that are part of the Subject of Performance, upon delivery in accordance with the applicable INCOTERMS delivery terms; or

19.1.2. in the case of Documentation, upon delivery to the Customer's registered office or to another delivery location specified in the Contract; or

19.1.3. in the case of intellectual property and rights of use, upon their provision; or

19.1.4. in the case of Work and Services, upon their completion; or

19.1.5. upon the signing of the relevant acceptance report, by which the Customer accepts the relevant part of the Subject of Performance; or

19.1.6. upon payment of the portion of the Price relating to the relevant part of the Subject of Performance; whichever occurs first.

19.2. **Latest Time of Transfer of Ownership.** If ownership of any part of the Subject of Performance has not been transferred by the time of Preliminary Acceptance pursuant to Section 19.1 of the GTC, it shall pass from the Supplier to the Customer at the time of Preliminary Acceptance.

19.3. **Absence of Restrictions on Ownership.** The Supplier is obligated to ensure that, at the time of transfer of ownership to the Customer pursuant to this Article 19 of the GTC, the items subject to transfer are not encumbered by any third-party rights (in particular, they shall not be subject to any easement, lien, or retention of title by any person).

20. Waste Management

20.1. **Waste Producer.** The Supplier is obligated to comply with all obligations of a waste generator with respect to all waste generated during the performance of the Subject of Performance (regardless of whether or not the Supplier holds the legal status of a waste generator).

20.2. **Conditions for Waste Management.** The Supplier is required to comply with all applicable standards and regulations pursuant to Article 3 of the GTC concerning waste management.

20.3. **Sorting.** The Supplier is required to ensure a high level of waste sorting in accordance with applicable regulations.

20.4. **Transfer of Waste to an Authorized Party.** The Supplier is required to transfer all waste generated during the

performance of the Subject of Performance to the appropriate party authorized to handle such waste.

20.5. **Inspection.** The Customer is entitled to conduct inspections at any time to verify compliance with the obligations under this Article, including through third parties. Upon request, the Supplier is required to provide the Customer with written confirmation and documentation of the fulfillment of its obligations regarding waste.

21. Quality Guarantee and Liability for Defects in the Subject of Performance

21.1. **Definition of the Quality Warranty.** By providing this quality warranty, the Supplier warrants that the Subject of Performance as a whole, as well as all of its individual parts:

21.1.1. will be free of any defects (whether material or legal) throughout the entire Warranty Period; and

21.1.2. will retain their functions and technical parameters throughout the Warranty Period; and

21.1.3. will be fit for their intended purpose.

21.2. **Defect in the Subject of Performance.** The Subject of Performance or any part thereof is defective, in particular if:

21.2.1. it does not meet the requirements of the Contract; or

21.2.2. it does not meet the specifications set forth in the Contract or in the documents to which the Contract refers; or

21.2.3. it lacks the characteristics specified in the Contract or in the documents to which the Contract refers;

21.2.4. it does not serve the purpose specified in Section 55.1 of the GTC; or

21.2.5. it does not comply with the standards and regulations set forth in Article 33 of the GTC.

21.3. **Duration of the Quality Warranty.** The warranty period begins on the date of:

21.3.1. delivery in accordance with the applicable INCOTERMS delivery term, if the Subject of Performance in the given case consists solely of the delivery of Goods; or

21.3.2. the signing of the Preliminary Acceptance Protocol by both Parties, provided that the Subject of Performance in the given case is the delivery of Goods and the provision of Services.

Unless otherwise specified in the Contract, the Supplier shall provide a quality warranty for the Subject of Performance (i) for a period of 36 months from the date determined pursuant to Section 21.3.1 or Section 21.3.2 of the GTC, or (ii) for a period of 24 months from the date of handover of the performance from the Customer to the Investor under the Main Contract, whichever of these periods expires later. If the Subject of Performance includes construction or construction activities, the Supplier shall

provide a quality warranty for the construction portion of the Subject of Performance (i) for a period of 72 months from the date specified in Section 21.3.2 of the GTC, or (ii) for a period of 60 months from the date of handover of the Subject of Performance from the Customer to the Investor pursuant to the Main Contract, whichever period expires later.

21.4. **Claims.** The Customer is entitled to report a defect in the Subject of Performance in writing or by telephone no later than the last day of the Warranty Period.

21.5. **Time Limits for Responding to Defect Notifications.** Unless otherwise expressly provided in the Contract, the Supplier is obligated to:

21.5.1. immediately (but no later than 12 hours after notification of the defect) confirm to the Customer that it has received notification of a defect in the Subject of Performance;

21.5.2. without undue delay (but no later than 12 hours after notification of a defect that limits or prevents the operation of the Subject of Performance, or within 72 hours of notification of other defects) to begin remedying the defect; and

21.5.3. within the timeframe specified by the Customer, taking into account the nature and extent of the defect, remedy the relevant defect in the Subject of Performance, unless the Parties agree otherwise with regard to the nature and extent of the defect.

21.6. **Rectification of Defects.** The Supplier is obligated to rectify all reported defects in the Subject of Performance at its own expense, regardless of whether, in the Supplier's opinion, the Supplier is responsible for the defect in the Subject of Performance or not. If the Supplier subsequently proves that it is not liable for the defect, the Supplier is entitled, under the conditions set forth in these GTC, to claim reimbursement from the Customer for the reasonably incurred and properly documented direct costs of remedying such defect. The Supplier must assert this claim no later than 30 days after completion of the work to remedy the defect in question; after this period expires, the claim shall lapse.

21.7. **Customer's Claims.** In the event of a defect in the Subject of Performance, the Customer is entitled to:

21.7.1. to demand that the defects be remedied by the free-of-charge production of a new Subject of Performance or a part thereof, or to withdraw from the Contract if the defects are irreparable; or

21.7.2. to demand that the defects be remedied by repairing the Subject of Performance, if the defects are repairable; or

21.7.3. demand a reasonable discount on the Price (regardless of whether the defect is removable or irreparable); or

21.7.4. demand reimbursement of the costs of repairing the Subject of Performance carried out by the Buyer itself or through

third parties (under the conditions set forth in Section 21.11 of the GTC).

21.8. **Extension of the Warranty.** If, due to a defect, the Subject of Performance:

21.8.1. could not be used or operated at all for a certain period of time during the warranty period; or

21.8.2. could be used or operated only to a lesser extent than provided for in the Contract for a certain period during the warranty period;

the warranty period for the Subject of Performance shall be extended by the duration during which the Subject of Performance was not in operation or was operated to a lesser extent.

21.9. **Warranty Period for a Replaced Part.** A new warranty period of 36 months applies to any repaired, replaced, or newly installed part of the Subject of Performance, which begins on the date of its repair, replacement, or installation.

21.10. **Recurring defect.** If the same or a similar defect appears or manifests itself repeatedly during the Warranty Period, it shall be deemed that the originally reported defect has not been remedied and the Supplier is in default regarding its remediation.

21.11. **Option to Rectify the Defect Independently.** If the Supplier is in default regarding the rectification of the defect or refuses to rectify it, the Customer is entitled to repair the Subject of Performance themselves or through another person, at the Supplier's expense and risk. The Supplier is obligated to reimburse the Customer for these costs in full. The procedure set forth in this Section 21.11.11 GTC does not affect the Supplier's warranty for the Subject of Performance or the Supplier's liability for damage caused by a defective Subject of Performance or caused or arising during the rectification of defects in the Subject of Performance.

21.12. **Exceptions to the Warranty.** The Supplier shall not be liable for defects discovered during the Warranty Period only if it proves in detail that:

21.12.1. the defect arose as a result of the Subject of Performance or a part thereof being operated during the Warranty Period in violation of the operating regulations that were drawn up or provided in accordance with the Contract; or

21.12.2. the defect is the result of normal wear and tear.

21.13. **Hidden Defects.** The Supplier shall be liable for hidden defects in the Subject of Performance for a period of 36 months from the date of expiration of the Warranty Period, unless the applicable law or the law of the place of performance under the Project provides for a longer period. The provisions of these GTC relating to the quality warranty shall apply mutatis mutandis to the notification and rectification of Hidden Defects.

22. Intellectual Property

22.1. **Protection of the Customer's and Investor's Intellectual Property.** The Supplier undertakes to protect and not to infringe in any way upon the intellectual property of the Customer and the Investor.

22.2. **Grant of Rights.** Notwithstanding any other provisions of the GTC, the Supplier must grant the Customer rights to intellectual property that forms part of the Subject of Performance or is used in connection with the Subject of Performance, always at least to the extent necessary to fulfill the purpose set forth in Section 55.1 of the GTC and to ensure compliance with the Contract and the Project as set forth in Section 5.2 of the GTC. The compensation for the grant of rights under this Section 22.2 of the GTC is included in the Price.

22.3. **Design and Development of Intellectual Property.** If the Subject of Performance includes the design or development of any intellectual property, the special terms and conditions for development and design, which constitute Annex No. 2 to the GTC, shall apply. The provisions of Annex No. 2 to the GTC that differ from the provisions of Article 22 of the GTC shall take precedence over the provisions of Article 22 of the GTC.

22.4. **Licenses to Intellectual Property.** The Supplier grants, with respect to all intellectual property that forms part of the Subject of Performance or is used in connection with the Subject of Performance, a geographically unrestricted (worldwide) license for the duration of the property rights to such intellectual property, including the right to grant sublicenses. The license is transferable, and the Customer is not obligated to exercise it. The license is: (a) exclusive with respect to Documentation prepared on a custom basis for the Customer; (b) non-exclusive with respect to all other intellectual property. If registration of the license in a public registry is required, the Supplier undertakes to do so without undue delay; if the Supplier fails to fulfill this obligation, the Supplier, by entering into the Contract, authorizes the Customer to make the relevant registration. The license fee is included in the Price.

22.5. **Indemnification.** By entering into the Contract, the Supplier undertakes and promises to indemnify and reimburse the Customer for all damages (including non-pecuniary damages) and costs and expenses incurred by the Customer as a result of a breach or alleged breach of any intellectual property right (in particular trademarks, trade names, copyrights, patents, utility models, industrial designs, or third-party know-how) in connection with the Subject of Performance.

23. Protection of Confidential Information

23.1. **Definition of Confidential Information.** The Supplier undertakes to maintain confidentiality regarding all commercial,

financial , and technical information (including specifications, plans, drawings, designs, as well as other information and materials) that:

23.1.1. has been entrusted to the Supplier by the Customer; or

23.1.2. have been designated as confidential by the Customer and/or the Investor; or

23.1.3. the Supplier obtains or creates for the Customer during the performance of the Contract.

23.2. **Maintenance of Confidentiality.** The Supplier is obligated to maintain the confidentiality of Confidential Information.

To this end, the Supplier is obligated to:

23.2.1. ensure that third parties do not have access to Confidential Information;

23.2.2. not use Confidential Information for its own financial or other benefit or for the benefit or advantage of a third party;

23.2.3. not use Confidential Information for any purpose other than the performance of the Contract; and

23.2.4. not disclose Confidential Information to third parties without the Customer's prior written consent. Such consent is not required for the disclosure of Confidential Information to approved Subcontractors. However, the scope of Confidential Information disclosed to Subcontractors must not exceed the scope necessary for the performance of the Subcontractor's obligations and may only occur after the Supplier has bound its Subcontractors to maintain confidentiality regarding the Confidential Information to the same extent to which the Supplier is bound with respect to Confidential Information.

23.3. **Return of Confidential Information.** Unless otherwise specified in the Contract with respect to individual documents, the Supplier is obligated to return all Confidential Information (with the exception of the text of the Agreement itself) to the Customer or to destroy it upon termination of the Agreement.

23.4. **Exceptions.** The following information is excluded from the obligation to maintain the confidentiality of Confidential Information:

23.4.1. information provided to the extent necessary upon request by a government authority, agency, or institution (including financial institutions) or any other institution involved in the public oversight of the Subject of Performance, if such information is required pursuant to generally applicable regulations;

23.4.2. information provided to the extent necessary to legal or tax advisors who provide advice regarding the Contract or activities related to the Contract and who have undertaken to protect Confidential Information to at least the same extent as required by this Article 23 of the GTC;

23.4.3. information that is or has become publicly known without the Party having breached its obligations;

23.4.4. information that a Party has received, without breaching its obligations, from a third party that did not participate in the preparation and performance of the Subject of Performance;

23.4.5. information for press releases or references in a format and with content approved by the Customer.

23.5. **Duration of Protection of Confidential Information.**

The obligation to protect Confidential Information shall remain in effect for the period specified in the Contract or in the document through which the Confidential Information was provided. Unless a different period is specified in the Contract or the relevant document, the obligation to protect Confidential Information automatically expires 10 years after the end of the Warranty Period, but no later than 15 years after the conclusion of the Contract, unless the law provides for a longer period.

24. Subcontractors

24.1. **Customer's Consent.** The Supplier is entitled to engage Subcontractors in the performance of the Subject of Performance or any part thereof only with the Customer's prior written consent.

24.2. **Supplier's Liability.** The Supplier shall be fully liable for its Subcontractors (in particular for the services they provide and for any damages they cause) as if the Supplier were acting on its own. The Customer's consent to the selection of a Subcontractor shall in no way relieve the Supplier of its obligations and liabilities under the Contract or of its liability for the actions of Subcontractors.

24.3. **Subcontractors from the approved list of subcontractors.** If the Contract includes a list of specific Subcontractors, such Subcontractors shall be deemed approved by the Customer upon the conclusion of the Contract, unless the Contract expressly provides otherwise. The Supplier is required to notify the Customer of the conclusion of subcontracts with the Subcontractors listed in the list of subcontractors within 3 business days of the conclusion of the relevant subcontract

24.4. **Other Subcontractors.** If the Subject of Performance or any part thereof is performed by another Subcontractor who has not been approved in accordance with Section 24.1 or 24.2 of the GTC, this shall result in the Subject of Performance not being properly performed. In such a case, the Customer is entitled, in particular, (i) to refuse to accept such Subject of Performance or a part thereof, or (ii) to demand a reasonable reduction in the Price, all without prejudice to any other rights of the Customer and obligations of the Supplier arising from the Contract.

24.5. **Contracts with Subcontractors.** The Supplier is obligated to ensure that the contracts the Supplier enters into with its Subcontractors comply with the terms of the Contract

Documentation. In particular, the Supplier is obligated in subcontractor agreements to:

24.5.1. specify the time of transfer of title so that the Customer acquires ownership of the Subject of Performance from the Supplier in accordance with Article 19 of the GTC; and

24.5.2. set forth and specify the relevant quality requirements for the Subcontractor's performance so that the quality requirements for the Subject of Performance under the Contract are met; and

24.5.3. ensure the protection of confidential information and intellectual property rights so that the requirements of the Contract are met; and

24.5.4. ensure the possibility of assigning the subcontract to the Customer, if the Customer so requests pursuant to Section 31.4.2 of the GTC; and

24.5.5. require the Subcontractor to fulfill its obligations under Article 34 of the GTC; and

24.5.6. define the Subcontractor's obligations and responsibilities so that the purpose set forth in Section 5.1 of the GTC is fulfilled.

24.6. Wage Claims. The Supplier hereby declares and is obligated, prior to the conclusion of the Contract and at any time during its term, to provide all necessary confirmations as requested by the Customer, certifying that (i) it has no outstanding arrears in social security premiums and penalties, contributions to the state employment policy, or public health insurance premiums as defined by applicable laws, and that (ii) no fine has been imposed on it by labor inspection authorities during the 12-month period preceding the effective date of the Agreement or any other period specified by the Customer for violations of obligations arising from labor laws, and that no administrative proceedings are pending against it before labor inspection authorities on suspicion of committing administrative offenses or administrative violations handled by said authorities. If the Customer receives a demand from an employee of the Supplier or any of its Subcontractors for payment of outstanding wage claims within the meaning of applicable laws, the Supplier is obligated, within 5 days of receiving the Customer's request, (i) to duly pay the wage claims asserted in the demand, to the extent that they are justified, and (ii) to notify the Customer in writing and provide evidence as to whether and to what extent the wage claims asserted in the demand are justified or not, and to provide the Customer with proof of payment of the wage claims asserted in the demand to the extent that they were justifiably asserted, and the reason for non-payment and the lack of justification for the remaining portion of the wage claims. In the event that any wage claims within the meaning of this provision are paid by the Customer, the Supplier is obligated to reimburse the

Customer for the specified amounts without undue delay, including any applicable interest or penalties. If the Supplier fails to pay them in a timely manner, the Customer has the right to set off these amounts against any claim of the Supplier arising from the Contract, or to enforce them from the performance bond or by other means in accordance with the Contract or the GTC.

25. Change Control

25.1. **Changes Proposed by the Customer.** During the performance of the Contract, the Customer is entitled to propose and require the Supplier to make any changes to the Subject of Performance or any part thereof. Based on the Customer's request, the Supplier shall prepare a change proposal within the scope specified in Section 25.4 of the GTC. If the Contract does not specify deadlines for the submission and review of the change proposal, the following rules shall apply:

25.1.1. The Supplier is required to submit the proposed amendment within 15 days; and

25.1.2. the proposed change must remain valid and binding for at least 45 days from the date of its submission to the Customer.

25.2. **Mandated Changes.** If the Parties fail to agree on the terms for implementing a change proposed pursuant to Section 25.1 of the GTC, the Customer is entitled to mandate the Supplier to implement the change by issuing a change order, in which the Customer shall specify, in particular, the scope, price, and deadline for implementing the change; The Supplier is entitled to assert any additional claims beyond the scope of the authorization specified in the change order in accordance with the procedure set forth in Articles 32 and 36 of the GTC.

25.3. **Changes Proposed by the Supplier.** The Supplier may propose to the Customer any change to the Subject of Performance that it deems necessary or desirable to improve the quality, cost-effectiveness, or operation of the Subject of Performance. The Supplier shall prepare such a proposed change in accordance with the scope set forth in Section 25.4 of the GTC. The Customer may, at its discretion, approve or reject any change proposed by the Supplier.

25.4. **Content Requirements for a Proposed Change.** A proposed change must include, in particular, the following information and details:

25.4.1. a detailed description of the change;

25.4.2. the impact of the change on the deadlines specified in the Contract;

25.4.3. the impact of the change on the Price or payment terms;

25.4.4. the impact of the change on the quality guarantee;

25.4.5. the impact of the change on other provisions of the Contract;

25.4.6. a calculation of the costs of implementing the change;

25.4.7. the method of payment for the costs of the change by the Customer;

25.4.8. any additional information requested by the Customer.

25.5. **Approval of the Change.** The Customer's approval of the proposed change to the Subject of Performance and consent to the implementation of the changes shall be carried out as follows:

25.5.1. If the change does not affect the scope of the Subject of Performance, the Price, the quality of the Subject of Performance, the guaranteed parameters of the Subject of Performance (if agreed upon), the warranty period, bank guarantees, or the deadlines for the performance of the Subject of Performance, the change will be implemented based on the Customer's written consent to the proposed change, which the Supplier will immediately confirm in writing upon receipt.

25.5.2. If the change affects the scope of the Subject of Performance, the Price, the quality of the Subject of Performance, the guaranteed parameters of the Subject of Performance (if agreed upon), the warranty period, Bank Guarantees, or the deadlines for the performance of the Subject of Performance, the change shall be implemented on the basis of a written amendment to the Contract signed by the Parties.

26. Contractual Penalties and Late Payment Interest

26.1. **Contractual penalties for delays.** The Supplier is responsible for meeting all deadlines for the performance of the Subject of Performance. The following deadlines are subject to a contractual penalty:

26.1.1. If the Supplier fails to fulfill its obligation to properly and/or timely perform and deliver the Subject of Performance to the Customer, the Customer shall be entitled to claim payment of a contractual penalty from the Supplier in the amount of 0.5% of the Price for each day of delay, or any portion thereof.

26.1.2. If the Supplier fails to properly and/or timely fulfill any of its obligations regarding claimed defects in the Subject of Performance pursuant to Section 21.5 of the GTC, the Customer shall be entitled to a contractual penalty from the Supplier in the amount of 0.5% of the Price for each day of delay or part thereof.

26.1.3. If the Supplier fails to properly and/or timely fulfill any of its obligations regarding the submission of a proposed amendment pursuant to Section 25.1 of the GTC, the Customer shall be entitled to a contractual penalty from the Supplier in the amount of 0.1% of the Price for each day of delay or part thereof.

Additional deadlines, the failure to meet which is subject to a contractual penalty, are set forth in the Contract Documentation.

26.2. **Contractual Penalties for Quality.** The Supplier is also responsible for ensuring the availability of the Subject of Performance and the guaranteed parameters (if agreed upon in the Contract). The Contract Documentation shall specify the quality and guaranteed parameters, failure to comply with which is subject to a contractual penalty.

26.3. **Other Contractual Penalties.** The following obligations are also subject to a contractual penalty. If the Supplier breaches any of the specified obligations, the Customer shall be entitled to claim payment of a contractual penalty in the specified amount from the Supplier for each instance of breach, including repeated breaches:

26.3.1. Failure to comply with the obligations set forth in Sections 3.2 and 3.3 of the GTC (compliance with legal regulations, permits): 2% of the Price.

26.3.2. Failure to fulfill obligations under Sections 11.7 of the GTC (VAT registration): 2% of the Price.

26.3.3. Violation of the prohibition on offsetting or assigning receivables (Sections 37.1, and 37.3 of the GTC): 50% of the value of the receivable in question.

26.3.4. Failure to comply with the obligations under Articles 13 of the GTC (Bank Guarantees): 10% of the Price.

26.3.5. Failure to fulfill obligations under Articles 15 of the GTC (reporting on the progress of implementation): 1% of the Price.

26.3.6. Failure to fulfill obligations under Article 20 of the GTC (Waste Management): 3% of the Price.

26.3.7. Breach of confidentiality obligations under Article 23 of the GTC: 20% of the Price.

26.3.8. Failure to fulfill obligations under Article 24 of the GTC (subcontractors): 5% of the Price.

26.3.9. Failure to fulfill obligations under Article 28 of the GTC (insurance): 10% of the Price.

26.3.10. Breach of the declaration under Section 33.1 of the GTC or false declaration: 10% of the Price.

26.3.11. Breach of obligations under Article 34 of the GTC (compliance): 5% of the Price.

26.4. **Relationship Between the Contractual Penalty and Damages.** Payment of any Contractual Penalty does not affect the Customer's right to claim damages incurred as a result of a breach of the Supplier's obligation to which the contractual penalty applies. The Customer is thus entitled to claim damages in addition to the Contractual Penalty.

26.5. **Other Rights of the Customer.** Unless expressly stated otherwise in the Contract, the Customer's claim for payment of the

Contractual Penalty does not affect any other rights of the Customer under the Contract or applicable law (in particular, the right to have defects in the Subject of Performance remedied, the right to withdraw from the Contract, and the right to compensation for damages). Payment of the contractual penalty does not affect the Supplier's obligation to fulfill the commitment to which the contractual penalty was linked.

26.6. **Informality of Enforcing Contractual Penalties.** The right to claim a contractual penalty is not contingent upon any formal act or action by the Customer toward the Supplier.

26.7. **Due Date and Other Payment Terms.** The Supplier shall pay the contractual penalty by direct bank transfer to the Customer's bank account within 7 days of receiving written notice from the Customer regarding the imposition of the relevant contractual penalty. Unless expressly provided otherwise in the Contract, the Supplier is obligated to pay the contractual penalty in the same currency in which the Price is specified.

26.8. **Contractual Interest on Late Payments.** In the event of the Customer's delay in paying any monetary debt owed to the Supplier, the Supplier is entitled to contractual interest at a rate of 0.02% per day on the amount owed.

27. Compensation for Damages

27.1. **Duty of Prevention.** The Supplier is obligated to use its best efforts to prevent the occurrence of any damage and to minimize any damage that has already occurred. The Supplier is obligated to notify the Customer without undue delay of the risk of damage or of damage that has already occurred. The Supplier is further obligated to ensure that its Subcontractors take all necessary measures in advance to prevent any damage from occurring.

27.2. **Compensation for Damages.** The Supplier is liable for all damages or other harm caused to the Customer as a result of or in connection with the delivery of the Subject of Performance, as well as for damages or other harm caused by any of its subcontractors, employees, or any other persons involved in the delivery of the Subject of Performance on the Supplier's side. By entering into the Contract, the Supplier acknowledges that a breach of the obligations arising from the Contract and the GTC may result in significant damage to the Customer, the Investor, and/or third parties.

27.3. **Lost profits and other indirect and consequential damages.** The Supplier is also obligated to compensate the Customer for lost profits and all indirect and consequential damages. The Customer is not obligated to provide any

compensation for lost profits or indirect and consequential damages.

27.4. **Compensation for non-pecuniary harm.** The Supplier is further obligated to compensate the Customer for any non-pecuniary harm.

27.5. **Limitation of Damages.** If the Contract stipulates any limitation on the amount of damages, such limitation shall not apply to:

27.5.1. compensation for harm caused to a person's natural rights, life, or health;

27.5.2. compensation for damage caused intentionally or through gross negligence (whether the damage was caused intentionally or through gross negligence by the Supplier, an employee of the Supplier, a Subcontractor, an employee of the Subcontractor, or any other person for whom the Supplier is liable);

27.5.3. to the obligation to pay compensation in the event of an infringement of third parties' intellectual property rights pursuant to Section 22.5 of the GTC;

27.5.4. any damage to the extent that it was or could have been covered by the Supplier's insurance;

27.5.5. damages caused by the Supplier's violation of regulations and rules governing waste management and environmental protection;

27.5.6. damages resulting from the Supplier's breach of its obligation to protect confidential information pursuant to Article 23 of the GTC;

27.5.7. property damage in relation to which the Supplier bears the risk of damage to the property;

27.5.8. damages covered by a promise of indemnification;

27.5.9. damages caused by the Supplier's breach of compliance rules pursuant to Article 34 of the GTC;

27.5.10. any damages in the event of termination of the Contract due to a breach of the Supplier's obligations; or

27.5.11. any damages that cannot be limited in any way under applicable law.

27.6. **Method of Compensation for Damages.** The Supplier is obligated to compensate for any damage or other harm in cash, unless the Customer expressly specifies otherwise.

28. Insurance

28.1. **Construction and Installation Insurance.** The Customer shall notify the Supplier if the Customer or the Investor arranges construction and installation insurance that also includes the Supplier as an insured party in connection with the performance of the Subject of Performance.

28.2. **Supplier's Insurance.** The Supplier is obligated to obtain and maintain in force at all times the insurance required by law, as specified in Article 2828 of the GTC and as set forth in the Contract. The Supplier is obligated to maintain at least the following insurance coverage:

28.2.1. for the entire term of the Contract, general business liability insurance with a minimum aggregate limit of indemnity equal to the Price;

28.2.2. for the entire duration of the Contract, third-party liability insurance with a minimum aggregate limit of indemnity equal to the Price;

28.2.3. insurance covering the transport of all Goods being transported, always in an amount at least equal to the value of the Goods in question and for the entire duration of transport;

28.2.4. motor vehicle liability insurance in an amount customary for the given type of motor vehicle at the given time and place.

28.3. **Approval of the Supplier's Insurance by the Customer.** Insurance policies arranged by the Supplier must be entered into with first-class insurance companies (as defined in Section 13.5 of the GTC) approved by the Customer. The Supplier shall also submit the following to the Customer for approval:

28.3.1. copies of concluded insurance contracts for insurance provided by the Supplier, prior to the commencement of performance of the Subject of Performance;

28.3.2. drafts of insurance contracts for insurance arranged by the Supplier, if such insurance contracts are concluded during the term of the Contract.

The Customer is entitled to reject the Supplier's insurance companies or insurance contracts that do not meet the terms of the Contract or the General Insurance Terms and Conditions (GTC). The Customer is further entitled to request amendments to insurance contracts in areas not expressly covered by the GTC or the Contract, if the Customer believes such an amendment is necessary; The Supplier is obligated to immediately negotiate an amendment to the insurance terms and conditions in accordance with the Customer's request. The Supplier's fulfillment of its obligations under this Section 28.3 of the GTC is a condition for payment of any portion of the Price.

28.4. **Deductible.** In the case of insurance policies arranged by the Customer and/or the Investor, a deductible applies; therefore, such insurance policies never cover 100% of the damage sustained. By entering into the Contract, the Supplier confirms that it is aware of the fact stated in the preceding sentence and that it has taken this into account in the Price as well as in the insurance policies arranged by the Supplier.

28.5. **Cooperation.** The Supplier is obligated (particularly in the event of an insurance claim investigation) to provide the Customer with all necessary cooperation in relation to insurance companies and/or insurance claim adjusters. In particular, the Supplier is obligated to provide the Customer (or, with the Customer's prior consent, directly to the relevant insurance company or claims adjuster) with all documentation that (i) is required by the insurance companies or the claims adjuster, and/or (ii) substantiates the amount of damages or the costs of repairing the damages. The Supplier is obligated to act in such a manner toward insurance companies and claims adjusters as not to jeopardize the course of the insurance investigation.

29. **Force Majeure, Change in Circumstances**

29.1. **Force Majeure.** Force majeure means an extraordinary, insurmountable, and unavoidable event (i) that could not have been foreseen at the time the Contract was concluded, (ii) that occurred independently of the will and beyond the control of the Party invoking it, and (iii) that temporarily or permanently prevents that Party from fulfilling its obligations under the Contract. For the purposes of these GTC, such obstacles include, in particular, natural disasters, terrorist attacks, wars, civil unrest, uprisings or revolutions, general strikes, and industry-wide strikes; however, this applies only if they meet the requirements set forth in the preceding sentence. Conversely, events such as interruptions or delays in deliveries by Subcontractors (unless caused by force majeure events), insolvency, or shortages of labor or materials are not considered force majeure events. Nor shall an obstacle arising as a result of the economic circumstances of the Party invoking force majeure or its Subcontractors be considered force majeure.

29.2. **Procedure in the Event of Force Majeure.** In the event of force majeure, the affected Party shall continue to perform those obligations that are not restricted by the force majeure event and shall take all steps to mitigate the consequences of the force majeure. The Party affected by force majeure shall notify the other Party of the occurrence of the force majeure event, its causes, and its consequences. If the Supplier invokes force majeure, it is obligated to notify the Customer in writing of the occurrence of the force majeure event without undue delay, but no later than five (5) Business Days from the date of its occurrence; otherwise, the Supplier will not be able to invoke the force majeure circumstances, and it shall be deemed that no force majeure circumstances have occurred. The Parties are also required to notify each other without undue delay of the end of the force majeure event.

29.3. **Consequences of Force Majeure.** The Parties are exempt from liability for failure to perform their obligations under

the Agreement if such failure is a direct consequence of an event or circumstance caused by force majeure, as defined in Section 29.1 of the GTC. However, neither Party shall be relieved of liability for failure to perform a specific obligation if the force majeure event occurred only after the obligated Party was already in default with respect to the performance of that obligation. At the same time, by entering into the Contract, the Supplier acknowledges that if the Subject of Performance is to be part of the Project and/or is to be used for the Project, then the Customer may relieve the Supplier of its obligations due to force majeure only to the extent that the Customer is relieved of its obligations by the Investor due to force majeure.

29.4. **Known Risk Events.** By entering into the Agreement, the Supplier confirms that: (a) it is aware of the following events and their potential impact on performance under the Agreement: (i) the spread of COVID-19 (SARS-CoV-2) and related restrictions; (ii) the Russia-Ukraine conflict; (iii) the Palestinian-Israeli conflict; (iv) the Lebanese-Israeli conflict; (v) the conflict in Yemen; (vi) the conflict in Iran (including the blockade of the Strait of Hormuz); (b) has thoroughly assessed these events with regard to the purpose of the Contract, the nature and scope of the Subject of Performance, and the obligations under the Contract, including the implementation schedule; (c) the Price and the implementation schedule take into account the impacts of these events on all aspects of the Subject of Performance, including the impacts on work, equipment, and supplies provided by Subcontractors. The Supplier is required to implement internal procedures to prevent or mitigate the risks associated with the aforementioned events and to comply with applicable laws and regulations, including guidelines issued by the Customer.

29.5. **Change of Circumstances and Hidden Obstacles.** The Supplier assumes the risk of changes in circumstances that occur after the conclusion of the Contract (including the risk of hidden obstacles of any kind). No change in circumstances shall therefore entitle the Supplier to demand a change in the terms of the Contract.

30. Suspension of Performance of the Subject of Performance

30.1. **Suspension for Reasons Attributable to the Customer.** The Supplier is obligated, at any time upon the Customer's written request, to suspend performance of the Subject of Performance for the period and in the manner specified in the request.

30.2. **Suspension for reasons attributable to the Supplier.** Unless the Contract expressly provides otherwise, the Supplier is

not entitled to suspend performance of the Subject of Performance without the prior written consent signed by the Customer.

30.3. **Procedure in the Event of Suspension.** The Supplier is obligated to properly protect and secure the Subject of Performance for the duration of the suspension (in particular, to take the necessary measures to preserve it or protect it from adverse effects). The Supplier is not authorized to remove any parts of the Subject of Performance, Goods, or assembly equipment from the site of the Subject of Performance without the prior written consent signed by the Customer.

30.4. **Readiness to Resume Work.** The Supplier is obligated to be ready to immediately resume performance of the Subject of Performance upon receiving instructions from the Customer to resume performance of the Subject of Performance.

30.5. **Postponement of Deadlines.** If an interruption pursuant to Section 3030.1 of the GTC affects the performance deadlines agreed upon in the Contract, the Supplier may request (in accordance with the procedure set forth in Sections 32.3 and 32.4 of the GTC) an extension of the partial deadlines for the performance of the Subject of Performance by a reasonable period (but not exceeding the duration of the interruption in the performance of the Subject of Performance).

30.6. **Costs.** If:

30.6.1. the total duration of the interruption in the performance of the Subject of Performance pursuant to Sections 30.1 of the GTC exceeds 60 days; and at the same time

30.6.2. the reasons for the interruption in the performance of the Subject of Performance cannot be attributed, even in part, to the Supplier;

The Supplier may request (in accordance with the procedures set forth in Sections 32.3 and 32.4 of the GTC) reimbursement for reasonable and properly documented costs incurred due to the interruption of the performance of the Subject of Performance and the subsequent resumption of such performance.

31. Termination of the Contract

31.1. **Termination of the Contract by the Customer.** Unless the Contract expressly provides otherwise, the Customer is entitled, in whole or in part:

31.1.1. terminate the Contract without giving a reason; or

31.1.2. withdraw from the Contract in cases specified by the Contract or by law;

31.1.3. withdraw from the Contract if the Supplier materially breaches the Contract or the obligations set forth in Article 23, Section 24.1, Article 28, Section 30.2, Article 34, and/or Article 37 of the GTC; or

31.1.4. withdraw from the Agreement if the Supplier is in default with respect to any deadline for the performance of the Subject of Performance; or

31.1.5. terminate the Contract if the Force Majeure event lasts longer than 90 days; or

31.1.6. terminate the Agreement if (i) insolvency proceedings are initiated against the Supplier, or (ii) a ruling is issued declaring the Supplier bankrupt, or (iii) a ruling is issued declaring the Supplier's assets subject to bankruptcy, or (iv) a court dismisses an insolvency petition against the Supplier due to insufficient assets, or (v) the Supplier enters into liquidation; or (vi) proceedings similar to those listed in points (i) through (v) have been initiated against the Supplier under the legal system of the country where the Supplier is headquartered.

31.2. **Termination of the Contract by the Supplier.** Unless the Contract expressly provides otherwise, the Supplier is entitled to terminate the Contract:

31.2.1. if a final order declaring bankruptcy on the Customer's assets is issued or the Customer enters into liquidation; or

31.2.2. if the Customer is in default on payment of the Price or a portion thereof exceeding both 10% of the Price and the amount of 500,000 CZK for a period longer than 90 days, despite having been repeatedly notified in writing by the Supplier of such default; or

31.2.3. if a Force Majeure event lasts longer than 180 days.

31.3. **Form of Termination of the Contract.** Any legal act intended to terminate the Contract must be made in writing, signed by an authorized representative of the relevant Party, and delivered to the other Party. Termination of the Contract is effective upon delivery to the other Party, unless the relevant document terminating the Contract specifies a later date.

31.4. **Procedure Following Termination of the Contract.** Upon receipt of a notice of termination of the Contract from the Customer or upon delivery to the Customer of a notice of termination of the Contract from the Supplier, the Supplier is obligated to immediately:

31.4.1. suspend performance of the Subject of Performance, with the exception of activities which the Customer has specified in the notice of termination of the Contract as being to be performed by the Supplier for the purpose of protecting the portion of the Subject of Performance already completed;

31.4.2. terminate all contracts with Subcontractors (at least to the extent relating to the performance of the Subject of Performance), with the exception of those contracts with Subcontractors which the Customer specifies in the notice of termination of the Contract as being to be transferred to the Customer without delay;

31.4.3. if the Subject of Performance is being implemented outside the Supplier's premises, remove the installation equipment from those premises and clear away any waste from them;

31.4.4. prepare a list of all parts of the Subject of Performance completed to date;

31.4.5. hand over to the Customer all parts of the Subject of Performance completed to date (including the Documentation) and transfer to the Customer all rights to these completed parts of the Subject of Performance; this does not apply if the Customer proceeds in accordance with Section 31.5.2 of the GTC.

31.5. **Settlement Between the Parties Upon Termination of the Contract.** Upon termination of the Contract, the Parties shall settle as follows:

31.5.1. In the event of termination of the Contract by the Supplier or in the event that the Customer does not exercise its rights under Section 31.5.2 of the GTC, the Supplier is entitled to payment only for that portion of the Price attributable to the part of the Subject of Performance prepared or performed by the Supplier as of the date of termination of the Contract (taking into account all defects, deficiencies, and unfinished work in the part of the Subject of Performance performed to date). If the amount to which the Supplier is entitled pursuant to the preceding sentence:

- greater than the portion of the Price that the Customer has paid to the Supplier to date, the Supplier has the right to demand that the Customer pay the difference between the Price paid to date and the amount to which the Supplier is entitled pursuant to the first sentence of Section 31.5.1 of the GTC;

- If the amount is less than the portion of the Price that the Customer has paid to the Supplier to date, the Customer has the right to demand that the Supplier refund the portion of the Price that exceeds the amount to which the Supplier is entitled pursuant to the first sentence of Section 31.5.1 of the GTC.

31.5.2. In the event of termination of the Contract by the Customer (except in cases under Section 31.1.1 of the GTC), the Customer is entitled to decide not to retain the Subject of Performance. In such a case, the Parties shall return the performance provided under the Contract (in particular, the Customer shall return to the Supplier that part of the Subject of Performance which it has already received from the Supplier, and the Supplier shall return to the Customer the portion of the Price paid to date).

31.6. **Surviving Provisions.** The termination of the Contract does not extinguish the following rights and claims:

31.6.1. the Customer's rights and claims to contractual penalties, compensation for damages, or other losses;

31.6.2. the Customer's rights, obligations, and claims regarding the settlement between the Parties following the termination of the Contract (in particular pursuant to 31.4 and 31.5 GTC), as well as all of the Customer's claims against the Supplier arising from or related to the Contract;

31.6.3. any claims of the Customer arising from a quality guarantee or the Supplier's liability for latent defects;

31.6.4. the validity of Bank Guarantees and the Customer's right to draw funds from such Bank Guarantees;

31.6.5. the provisions of the GTC and the Contract's provisions regarding choice of law and dispute resolution;

31.6.6. the obligation to protect confidential information and the obligation to comply with the provisions of the Contract and the GTC; and

31.6.7. any other obligations arising from the GTC and the Agreement, the nature of which clearly indicates that they are intended to survive the termination of the Agreement.

32. Exercise of Rights and Claims

32.1. **Exercise of Rights by the Customer.** Any failure by the Customer to exercise a right (whether under the GTC or the Agreement) shall not and cannot be construed (i) as a waiver of such right by the Customer, (ii) as an expression of the Customer's consent, or (iii) as the extinction of the Customer's right in question.

32.2. **One-Time or Partial Exercise of Rights.** No one-time or partial exercise of a right or claim arising from or related to the Agreement precludes the subsequent exercise of such right or claim, unless expressly provided otherwise in the Agreement.

32.3. **Exercise of Rights by the Supplier.** The Supplier is obligated to assert in writing against the Customer, without undue delay, all rights and claims (in particular regarding Price adjustments, reimbursement of costs, or schedule adjustments), whether arising from any provision of the GTC, the Contract, or legal regulations, in writing to the Customer without undue delay, but no later than 10 days from the date on which the Supplier became aware of, or, having exercised due care, should have become aware of, the existence of the grounds for such rights or claims.

32.4. **Required Content of the Supplier's Exercise of Rights.** A written notice of the Supplier's exercise of rights pursuant to Section 32.3 of the GTC must contain:

32.4.1. all relevant facts for assessing the validity of the Supplier's right or claim, the reason for its occurrence, and its impact on the Contract (including a quantification of any costs or changes to the Price, a description of the impact on the schedule,

and a description of the impact on the Subject of Performance); and

32.4.2. the signature of the Supplier's authorized representative.

32.5. **Consequences of the Supplier's Failure to Follow the Procedure for Asserting a Right.** If the Supplier fails to assert such claims within the time limit specified in Section 32.3 of the GTC or in the manner specified in Section 32.4 of the GTC, all such rights and claims of the Supplier shall lapse, and the Supplier shall not be entitled to assert them against the Customer in any form.

32.6. **Conditional Nature of Claims.** A condition precedent for the Supplier to assert any right or claim is that the Supplier is not in default with the performance of its obligations nor is it otherwise in breach of the Contract.

33. Declarations of the Parties

33.1. **Supplier's Representation.** By entering into the Agreement, the Supplier makes the following representation:

33.1.1. it is a company duly incorporated and validly existing under the laws of the country or state where its registered office is located;

33.1.2. it has sufficient expertise, experience, and production, personnel, and other capacities to perform the Subject of Performance and to fulfill the Contract;

33.1.3. it has all necessary authorizations to enter into the Contract and to fulfill its obligations under the Contract;

33.1.4. The Contract constitutes a valid, effective, and enforceable obligation of the Supplier;

33.1.5. has sufficient financial resources to continuously fund the costs of performing the Subject of Performance to ensure that the Subject of Performance is performed properly and on time;

33.1.6. has a sufficient number of qualified personnel, as well as the technical facilities and technical support necessary for the proper performance of its obligations under the Contract;

33.1.7. prior to entering into the Contract, the Supplier conducted due diligence with due professional care, in particular: (i) reviewing all information, supporting materials, and documents received from the Customer, which the Supplier fully understood and to which it has no objections; (ii) inspecting the performance site, including the Destination, and conducting the necessary surveys and calculations; (iii) assessing the purpose of the Contract and confirming that it is capable of achieving it; (iv) considering all technical, commercial, legal, and other aspects and risks, provided that the Price takes these risks into account; and it is not aware of any obstacles that could affect the performance of the Contract or prevent the fulfillment of its purpose.

33.2. **Customer's Representation.** By entering into the Agreement, the Customer makes the following representation:

33.2.1. it is a company duly incorporated and validly existing under Czech law; and

33.2.2. it has all necessary authorizations to enter into the Agreement and to fulfill its obligations under the Agreement;

33.2.3. The Agreement constitutes a valid, effective, and enforceable obligation of the Customer.

34. Compliance

34.1. **General Compliance Obligation.** The Supplier and other persons who cooperate with it directly or indirectly are required to comply with and ensure compliance with legal regulations (including international ones) and ethical standards. In particular, the Supplier shall ensure that no conduct occurs that would lead to a violation of legal regulations, particularly with regard to bribery, money laundering, and the protection of competition. The Supplier is also obligated to conduct itself and act in such a way that its conduct cannot give rise to reasonable suspicion of the preparation, attempt, or commission of a criminal offense attributable in any way to the Customer. A violation of the rules set forth in this Article 34 of the GTC is considered a material breach of the Supplier's contractual obligations.

34.2. **Code of Conduct.** By entering into the Contract, the Supplier confirms that it has duly familiarized itself with the Code of Conduct for Suppliers, which is available at www.doosanskodapower.com. The Supplier is obligated to comply with the terms of this Code of Conduct for Suppliers and is also obligated to ensure compliance by its employees, subcontractors, or any other collaborating parties. Compliance with the Code of Conduct for Suppliers is an essential condition for the performance of any contractual relationship with the Customer and the Doosan Group.

34.3. **Personal Data Protection.** The Supplier is required to ensure the protection of personal data in accordance with applicable laws, but in any case at least to the extent required by the GDPR. The Customer's information regarding the processing of personal data is available at: www.doosanskodapower.com. By entering into the Contract, the Supplier confirms that it has reviewed this information and that the Customer has fulfilled its duty to inform the Supplier to the extent required by generally applicable laws. If the Supplier (i) processes personal data for the Customer in the performance of the Agreement and (ii) does not enter into a separate personal data processing agreement with the Customer, such processing shall be governed by the provisions set forth in Annex No. 1 to the GTC.

34.4. **Cybersecurity, Minimum Security Requirements for the Supplier.** The Supplier is obligated to exercise professional care in the performance of the Contract so as to prevent any

disruption or compromise of the information systems, networks, equipment, data, or other information assets of the Customer, companies within the Doosan Group, or their business partners.

34.4.1 The Supplier is obligated to comply with the security rules set forth in Sections 34.4.3 through 34.4.14 of the GTC, as a minimum standard. If the Contract, its annex, security addendum, or any other binding document of the Customer sets forth specific or stricter requirements regarding cybersecurity, information protection, or access management, such requirements shall take precedence.

34.4.2 Unless specific requirements are expressly stipulated, the Supplier undertakes to adopt and maintain such technical, organizational, and personnel measures as may reasonably be expected of a diligent and professionally competent Supplier, given the nature of the services provided and the associated risks. Without prejudice to the Supplier's obligations under Section 34.4.1 of the GTC, the Supplier is also required to comply with the relevant technical and security standards applicable to the services provided.

34.4.3 **Access to Premises.** The Supplier is required to ensure that only persons authorized to perform the Contract, properly identified in accordance with the Customer's instructions, enter the Customer's premises. The Supplier shall maintain an up-to-date list of such persons and submit it to the Customer upon request. These persons are required to:

34.4.3.1 move exclusively within the premises to which they have been expressly granted access;

34.4.3.2 not to open, tamper with, or move the Customer's locked premises, cabinets, drawers, equipment, or documents, unless it is necessary for the performance of the Contract and has been expressly authorized in advance by the Customer;

34.4.3.3 not to take photographs, make recordings, or create copies of the Customer's premises, equipment, documents, or other property without the Customer's prior written consent, including in cases involving Confidential Information as defined in Article 23 of the GTC;

34.4.3.4 not to remove any property, documents, or other items from the Customer's premises without the Customer's express permission; upon concluding its presence on the Customer's premises, the Supplier shall ensure that they are properly secured (in particular, by locking doors and returning access credentials), if so authorized or if required by the nature of the performance.

34.4.4 Protection of Access Credentials. The Supplier is obligated to protect all access credentials provided by the Customer (keys, access cards, access codes) against loss, theft, or misuse. The Supplier is required to report the loss or theft of any access device to the Customer without undue delay, no later than 24 hours after the incident. The Supplier may not provide access devices to third parties or make copies of them without the Customer's prior written consent.

34.4.5 Management of Access to Information and Its Protection. Without prejudice to the Supplier's obligations under Article 23 of the GTC and the provisions of Annex No. 1 to the GTC regarding personal data, the Supplier is required to implement reasonable technical and organizational measures to manage identities and access rights so that persons involved in the performance of the Contract have access to the Customer's information, data, systems, and resources of the Customer exclusively to the extent necessary for the performance of the entrusted work, and to protect the confidentiality, integrity, and availability of such information and data, in particular to prevent their accidental or unauthorized alteration, destruction, loss, or disclosure.

34.4.6 Protection of Information During Physical Performance. Without prejudice to the Supplier's obligations under Article 23 of the GTC and the technical and organizational measures under Section 34.4.5 of the GTC, the Supplier is obligated to ensure that persons involved in the performance of the Contract do not view the Customer's documents, screens, or other physical data storage media beyond what is strictly necessary for the performance of the agreed-upon services, and that such information carriers are not left freely accessible or visible to unauthorized persons. Any documents, data media, or other items belonging to the Customer that are found may not be moved or destroyed without the Customer's instructions; the Supplier is obligated to immediately report their discovery to the appropriate person at the Customer.

34.4.7 Customer's Security Instructions. Without prejudice to the Supplier's obligations under Section 8.6 and Section 34.4.6 of the GTC, the Supplier is obligated to ensure that the persons it employs to perform the Contract comply with the Customer's security instructions, provided such instructions have been communicated to or made available to the Supplier.

34.4.8 Technical Equipment and Software Used. The Supplier is obligated to use only reasonably secure, regularly updated and maintained, and manufacturer-supported technical equipment and software in the performance of the Contract. The Supplier may not use software or technical equipment in the

performance of the Contract for which the manufacturer has discontinued support, unless the Customer has granted express written consent. When transmitting the Customer's data via public networks, the Supplier is required to use encrypted communication protocols that comply with current security standards, provided that the Customer has granted the Supplier access to the data or permission to transmit it.

34.4.9 Cloud Services. The Supplier is prohibited from using external cloud services, storage solutions, or other similar tools for storing, transmitting, or processing the Customer's data—particularly public cloud platforms (such as Microsoft 365 outside the Customer's environment, Google Workspace, Dropbox, or similar services), as well as any other tools over which the Customer has no direct control.

34.4.10 Use of Artificial Intelligence Systems and Tools. For the purposes of this Section, artificial intelligence systems and tools (hereinafter "AI tools") mean any software systems, applications, or services that use machine learning, generative artificial intelligence, or other forms of automated data processing and evaluation to generate content, make decisions, or produce other outputs, including large language models and similar technologies.

34.4.10.1 In performing the Contract, the Supplier is obligated to comply with all requirements of generally binding legal regulations in the field of artificial intelligence in effect at the time of the Contract's performance, in particular directly applicable European Union regulations governing artificial intelligence.

34.4.10.2 Without the Customer's prior written consent, the Supplier may not, in the performance of the Agreement, use AI tools in a manner that:

34.4.10.2.1 involves entering, transferring, or otherwise making available Confidential Information pursuant to Article 23 of the GTC, personal data, or any other information, data, or documents of the Customer into third-party AI tools over which the Customer has no direct control, without prejudice to the Supplier's obligations under Section 34.4.9 of the GTC;

34.4.10.2.2 could lead to the unauthorized disclosure, leakage, or loss of the Customer's Confidential Information or data;

34.4.10.2.3 is in violation of generally applicable laws, particularly in the areas of personal data protection or artificial intelligence.

34.4.10.3 If the Customer consents to the use of AI tools, the Supplier is obligated to ensure that the relevant AI tool provides adequate safeguards for the protection of the Customer's data, in particular that (i) the Customer's data (including inputs, prompts, and outputs) is not used for the purposes of training, fine-tuning, or otherwise improving the AI models of the service provider or its

subcontractors, unless expressly and separately agreed upon by the parties; (ii) the Customer's data is not combined with the data of other customers in a manner that could lead to the leakage or disclosure of confidential information; (iii) appropriate personal data processing and confidentiality agreements have been entered into with the AI tool provider and its subcontractors; and (iv) reasonable technical and organizational security standards commensurate with the nature of the data being processed and the requirements of applicable laws have been applied.

34.4.10.4 The Supplier is obligated to ensure that all outputs and results generated by AI tools that form part of the performance of the Agreement or are used in the performance of the Agreement are professionally verified and approved by the Supplier's responsible person prior to their delivery to the Customer or other use within the scope of the Agreement's performance. The Supplier is fully responsible for the accuracy, completeness, and compliance of these outputs with the Contract, as if they had been created without the use of AI tools. The Supplier is further obligated, upon the Customer's request, to transparently disclose which parts of the performance were created or substantially influenced by the use of AI tools, including specifying the type of tool used and its role in the creation of the output, and, to the extent required by law, to ensure that such content is appropriately labeled as content generated or co-created by an AI tool.

34.4.10.5 Without prejudice to the provisions of Section 1.9.1 of Annex No. 2 to the GTC, the Supplier is obligated, upon the Customer's request, to disclose in writing which AI tools it uses or intends to use in the performance of the Contract, and to demonstrate that their use complies with this Section 34.4.10 of the GTC.

34.4.11 **Reporting of Security Incidents.** The Supplier is obligated to notify the Customer without undue delay, but no later than **4 hours** after discovery, of any Security Incident, significant cyber threat, suspected Security Incident, or other circumstance that may impact the security of the Customer's information, the Customer's data or systems, in particular (i) unauthorized entry or movement of an unknown person on the Customer's premises; (ii) damage to, loss of, or theft of the Customer's property, documents, or access credentials; (iii) a detected critical vulnerability or an ongoing attack against the systems on which the Supplier processes the Customer's data; (iv) any other circumstance that could jeopardize the security of the Customer's premises, property, or information, without prejudice to the Supplier's obligations under Annex No. 1 to the GTC in the event of a personal data breach.

34.4.11.1 The notification must include a description of the incident, the location and time of its discovery, and the Supplier's contact person.

34.4.11.2 The Supplier is obligated to provide the Customer with all reasonably requested cooperation in investigating the Security Incident, mitigating its consequences, and implementing corrective measures.

34.4.11.3 The Supplier is obligated to provide the Customer with ongoing updates on the status of the Security Incident resolution until it is fully resolved and to implement corrective measures within a timeframe commensurate with the severity of the Security Incident.

34.4.12 **Verification of Compliance with Security Obligations.**

Without prejudice to the Customer's rights under Section 34.4.9 of the GTC, the Customer is entitled to request evidence of the security measures taken if justified by a Security Incident, a significant cyber threat, or a reasonable suspicion of a breach of obligations under Section 34.4 of the GTC. The Supplier is obligated to inform the Customer without undue delay of any significant change to its security profile, in particular the loss of security certification, a serious security audit, or a change in the subcontractor providing key security functions.

34.4.13 **Return of Access Credentials and Data Destruction.**

Upon termination of the contractual relationship, the Supplier is obligated, no later than **14 days** after such termination, to return or, at the Customer's instruction, securely and irrevocably delete all data, information, and access credentials provided to the Supplier in connection with the performance of the Agreement or created by the Supplier for the Customer, including any copies and backups stored on any medium or in any system, unless further retention is required by law. The Supplier is obligated to confirm in writing to the Customer that the return or disposal has been carried out no later than **21 days** after the termination of the contractual relationship. Without prejudice to the provisions of Annex No. 1 to the GTC regarding personal data, the deadlines and conditions set forth in Annex No. 1 to the GTC apply to the return or disposal of personal data.

34.4.14 **Binding Effect on Third Parties.** Without prejudice to the provisions of Article 24 of the GTC, the Supplier is obligated to ensure that these obligations are also binding on employees and collaborators who are not Subcontractors and who participate in the performance of the Contract, to the appropriate extent. Without prejudice to Section 27.2 of the GTC, the Supplier is liable to the Customer for the actions of such persons as if they were its own. The Supplier is obligated to ensure that persons involved in the performance of the Contract are made aware of the security

obligations under Section 34.4 of the GTC to the extent necessary for the performance of the assigned part of the Contract. Upon the Customer's request, the Supplier is obligated to provide a list of Subcontractors who have been granted access to the Customer's systems, data, or resources, and to demonstrate that they are bound by obligations corresponding to Section 34.4 of the GTC.

34.4.15 Business Continuity. The Supplier is required to maintain reasonable organizational and technical measures to ensure the continuity and availability of the performance of the Agreement, including procedures for backing up and restoring operations in the event of a Security Incident or other emergency. The Supplier is required to inform the Customer without undue delay of any circumstance that could jeopardize the continuity or availability of the performance of the Agreement (in particular due to a Security Incident or other emergency, or an expected exceedance of the agreed availability parameters), and to communicate the expected impact and the anticipated timeframe for restoring the provided Services.

34.4.16

34.5. ESG. The Supplier shall ensure that its activities and those of its supply chain comply with ESG (Environmental, Social, and Governance) standards to the extent specified in the Contract or in the Customer's documents to which the Contract refers, and further to the extent required by applicable generally binding legal regulations. The Supplier is required to adopt and continuously update internal measures to achieve compliance with these standards and, upon the Customer's request, to submit documentation evidencing their implementation.

34.6. Sanctions and Sanctions Lists. The Supplier and other persons who cooperate directly or indirectly with the Supplier are required to comply with international measures restricting the import or export of Goods or the provision of Services (in particular, economic and trade sanctions against specific countries, companies, and individuals) adopted by the United Nations, the EU, or the United States. A list of these measures is available, for example, at <https://www.sanctionsmap.eu> or <https://home.treasury.gov/policy-issues/office-of-foreign-assets-control-sanctions-programs-and-information>. The Supplier is obligated to provide the Customer with sufficient documentation and assurances that there will be no violation of the aforementioned measures. Failure to provide the documents or assurances specified in this Section 34.6 of the GTC entitles the Customer to refuse to fulfill its obligations toward the Supplier. By entering into the Contract, the Supplier confirms that it holds the relevant export licenses, if required for the performance of the Subject of Performance.

34.7. Prohibition on Illegal Employment. The Supplier is obligated to ensure that, during the performance of the Contract, neither the Supplier nor the Supplier's Subcontractors engage in any violation of labor laws and/or illegal employment (in particular, violations of the prohibition on disguised agency employment or violations of the rules governing the employment of foreign nationals).

34.8. Changes in Controlling Persons and Beneficial Owners. The Supplier is obligated to inform the Customer without undue delay of any change in the persons controlling the Supplier or the Supplier's beneficial owners. If the Supplier is required by applicable laws to list its beneficial owner in the relevant registry, the Supplier is obligated to keep this registry entry current and accurate throughout the term of the Contract.

34.9. Audit. The Supplier is obligated to allow the Customer or a third party authorized by the Customer to verify compliance with the rules set forth in this Article 34 of the GTC and to implement any corrective measures resulting from such verification.

34.10. Confirmation of Compliance. Upon the Customer's written request, the Supplier is obligated to confirm in writing, in a sufficient and credible manner, that it meets the requirements set forth in this Article 34 of the GTC or that such requirements are met by third parties with whom it cooperates directly or indirectly (e.g., by submitting a TRACE certificate or its equivalent). If necessary, the Customer has the right to impose additional requirements on the Supplier regarding the ownership structure of the Supplier or the group of which it is a part, or the members of its statutory body, or the ownership of bank accounts. The Supplier is obligated to provide this information without delay.

34.11. Reporting Violations. Information regarding violations of the rules and principles set forth in this Article 34 of the GTC may be reported via the toll-free voicemail hotline at 800 023 025, by email to forenzni.audit@doosan.com, or on the Compliance web platform at www.doosanskodapower.com. Reports may always be made anonymously.

35. Communication Between the Parties

35.1. Contact Persons. The Parties are required to designate their representatives for the purposes of communication in connection with the Agreement. If a Party's representative is not specified in the Agreement, then the relevant Party shall, within 7 days of the Agreement's effective date, notify the other Party in writing of (i) the name, (ii) contact information, and (iii) the scope of authority of its representative. The representative shall represent and act on behalf of the Party within the scope of his or her authority and, within that scope, shall also submit all notices, instructions, information, and all other communications pursuant to the

Agreement. Unless expressly stated otherwise in the Agreement, any assertion of a claim, issuance of an instruction, disclosure of information, etc., must be delivered to the relevant contact person of the other Party.

35.2. **Change of Contact Persons.** Each Party is required to immediately notify the other Party in writing of any change in its contact information and/or change in contact persons.

35.3. **Modes of Communication.** Unless expressly stated otherwise in the Agreement, any assertion of a claim, issuance of an instruction, communication of information, etc., must be made in writing and delivered:

35.3.1. in person at the address of the other Party's registered office or to the relevant contact person; or

35.3.2. by courier service; or

35.3.3. by mail; or

35.3.4. by email; or

35.3.5. by data message, if the other Party has a data box set up.

35.4. **Delivery.** By entering into this Agreement, the Supplier agrees that the following rules apply to the delivery of correspondence between the Parties:

35.4.1. correspondence delivered in person is deemed delivered at the time of personal delivery;

35.4.2. correspondence sent by courier is deemed delivered on the second day after dispatch;

35.4.3. correspondence sent by mail to an address in the Czech Republic is deemed delivered on the third day after mailing;

35.4.4. correspondence sent by mail to an address outside the Czech Republic is deemed delivered on the fifth day after dispatch;

35.4.5. an email sent to the contact person of the other Party is deemed delivered at the time of sending.

35.5. **Language of Communication.** All correspondence between the Parties regarding the Agreement shall be in English or Czech. In the event of a discrepancy between the English and Czech versions of the same document, the Czech version shall prevail. Oral communication between the Parties may take place in English or Czech; the Supplier is obligated to provide a translation of such communication if requested by the Customer.

35.6. **In-Person Meetings of the Parties.** The Agreement may specify the frequency and content of in-person meetings between the Parties. The Supplier is required to prepare minutes of these in-person meetings and submit them to the Customer for approval. By entering into the Contract, the Supplier agrees that such in-person meetings may also be attended by (i) representatives of the Investor, (ii) representatives of the

Customer's other suppliers, and (iii) the Customer's legal, accounting, tax, or other advisors and the Customer's auditors.

36. Dispute Resolution

36.1. **Arbitration Clause.** All disputes arising out of or in connection with the Contract and/or the GTC shall be finally resolved by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic in accordance with the Rules of Arbitration by a sole arbitrator appointed by the President of the Arbitration Court.

36.2. **Conditions for Conducting Arbitration Proceedings.** By entering into the Contract, the Supplier agrees that:

36.2.1. the arbitration proceedings will be conducted as simplified and expedited proceedings in accordance with the Rules of Arbitration;

36.2.2. the arbitration proceedings will be a single-instance proceeding;

36.2.3. the arbitration proceedings will be conducted in the Czech language;

36.2.4. the venue for the arbitration proceedings is Prague; and

36.2.5. the arbitration proceedings shall be governed by Czech law.

36.3. **The Supplier's Obligation to Continue Performing the Contract.** The existence of a dispute between the Parties or the conduct of arbitration proceedings shall not constitute grounds for any amendment to the Contract or for the suspension or termination of the Supplier's performance of the Subject of Performance.

36.4. **Disputes Arising from the Main Contract.** By entering into the Contract, the Supplier agrees that:

36.4.1. if a dispute arises between the Customer and the Investor arising from or in connection with the Main Contract, which relates at least in part to the Subject of Performance, the Supplier shall join such dispute as an intervenor on the Customer's side without undue delay after being requested to do so by the Customer;

36.4.2. if a dispute arises between the Customer and any third party concerning the Main Contract or the Project, the Supplier shall join such dispute as an intervenor on the Customer's side without undue delay after being requested to do so by the Customer;

36.4.3. if it is in the position of an intervenor pursuant to Section 36.4.1 or Section 36.4.2 of the GTC, it shall actively participate in the dispute in question on behalf of the Customer and defend the Customer's rights and interests;

36.4.4. it shall fully respect the final decision issued in a dispute pursuant to Section 36.4.1 or Section 36.4.2 of the GTC and shall comply with it to the extent that it relates to the Subject of Performance and/or the rights and obligations of the Parties arising from the Agreement.

37. Assignment of Rights, Set-off

37.1. **Assignment of Rights by the Supplier.** The Supplier is not authorized to:

37.1.1. assign (i) the Agreement, or (ii) any part of the Agreement, or (iii) any right, obligation, or claim arising under or in connection with the Agreement to a third party; and/or

37.1.2. create a security interest in favor of a third party in (i) the Contract, or (ii) any part of the Contract, or (iii) any right, obligation, or claim arising under or in connection with the Contract; without the prior express written consent signed by the Customer. Any assignment or creation of a security interest pursuant to the preceding sentence without the Customer's written consent, signed by the Customer, is void and entitles the Customer to refuse performance of the Agreement. This provision does not apply to the conclusion of agreements with Subcontractors under the terms set forth in Article 24 of the GTC.

37.2. **Assignment of Rights by the Customer.** The Customer is entitled, without any restrictions, to:

37.2.1. assign (i) the Contract, or (ii) a part of the Contract, or (iii) any right, obligation, or claim arising under or in connection with the Contract to a third party; and/or

37.2.2. to create a security interest in favor of a third party in (i) the Agreement, or (ii) a part of the Agreement, or (iii) any right, obligation, or claim arising under or in connection with the Agreement.

By entering into the Agreement, the Supplier undertakes to provide the Customer with the necessary cooperation (including the signing of any documents or declarations) for the assignment of rights or the creation of a security interest pursuant to this Section 37.2 GTC.

37.3. **Set-off by the Supplier.** The Supplier is not entitled, without the Customer's prior written consent, to set off any of its claims arising under or in connection with the Agreement against any of the Customer's claims.

37.4. **Set-off by the Customer.** The Customer is entitled, without any restrictions, to set off any of its claims arising under or in connection with the Contract (including claims not yet due for payment of contractual penalties) against any claims of the Supplier, in particular against the Supplier's claim for payment of the Price.

38. Final Provisions

38.1. **Severability Clause.** In the event that any provision of these GTC and/or the Agreement is or becomes or is deemed invalid, ineffective, or unenforceable, this shall not affect (to the maximum extent permitted by applicable law) the validity, effectiveness, or enforceability of the remaining provisions of these GTC and/or the Agreement. The parties are obligated to replace such invalid, ineffective, or unenforceable provision with a valid, effective, and enforceable provision that, to the greatest extent possible, has the same meaning and effect—and is permitted by law—as the provision to be replaced.

38.2. **Statute of Limitations.** The statute of limitations for legal relationships to which these GTC apply is 6 years.

38.3. **Publication of the GTC.** The Customer shall publish individual versions of these GTC on its Website (including the version number and publication date of each version). A reference to the currently published version of the GTC shall be deemed sufficient, clear, and specific for the relevant current version of the GTC to apply to the relevant legal relationship.

38.4. **Amendments to the GTC.** The Customer is entitled to amend the GTC at any time. Newly concluded Contracts will always be governed by the most recent version of the GTC. The new version of the GTC will apply to Contracts already concluded if both Parties agree to it; approval of such an amendment shall be governed by Section 4.12 of the GTC.

38.5. **Effective Date of the GTC.** This version of the GTC is effective as of July 1, 2026.

Appendix No. 1: Agreement on the Processing of Personal Data

- 1) This Annex to the GTC applies to cases where (i) the Supplier processes personal data on behalf of the Customer in the performance of the Contract, and (ii) the Customer and the Supplier have not entered into a separate personal data processing agreement. The provisions of this Annex constitute a personal data processing agreement pursuant to Article 28 of the GDPR.
- 2) Undefined terms and phrases that are capitalized and not defined in this Annex shall have the meanings assigned to them in the GTC.
- 3) In the processing of personal data, the Customer acts as the data controller and the Supplier as the data processor. The Supplier may process personal data solely for the purpose of fulfilling its obligations under the Contract. The Supplier will process only personal data:
 - (i) provided to the Supplier by the Customer in connection with the concluded Contract and for the purpose of its performance;
 - (ii) obtained by the Supplier during the performance of the Contract, including personal data provided to the Supplier directly by the relevant data subject.

The Supplier will process personal data for the duration of its obligations under the Contract, unless the Contract itself specifies a shorter processing period. Upon expiration of the agreed processing period, the personal data (including copies thereof) will be promptly returned to the Customer and deleted (without the possibility of recovery) from all of the Supplier's systems and storage media.

- 4) The Supplier is obligated to process personal data only in accordance with generally applicable laws (in particular the GDPR), the Contract, this provision, and the Customer's instructions. The Supplier is obligated to immediately notify the Customer in writing if it believes that the Customer's instruction regarding the processing of personal data is in conflict with generally applicable laws. The Supplier is obligated to maintain the confidentiality of the personal data being processed and not to use such data for any purpose other than the performance of the Contract concluded with the

Customer. If the Supplier discovers errors or discrepancies in the personal data being processed, it is obligated to notify the Customer of such fact in writing without delay.

- 5) The Supplier shall adopt and comply with technical and organizational measures to prevent unauthorized or accidental access to the personal data being processed, as well as its loss or destruction. Upon request, the Supplier shall inform the Customer of the measures taken. The Supplier shall ensure that all persons involved in the processing of personal data maintain confidentiality. Personal data may be disclosed only to the Supplier's employees who (i) need access to such data to perform the Contract, (ii) have undergone training on the proper handling of personal data, and (iii) are contractually bound to ensure the protection, security, and confidentiality of the personal data being processed. The provisions of Article 6(6) below remain unaffected by this.
- 6) The Supplier is authorized to engage a third party (a "subprocessor") in the processing only (i) with the Customer's prior written and signed consent, and (ii) provided that the Supplier enters into a written personal data processing agreement with the subprocessor that ensures at least the same level of personal data protection as this agreement with the Customer; upon the Customer's request, the Supplier shall submit such an agreement to the Customer for review. The Supplier shall inform the Customer well in advance of any intended changes regarding the identity of subprocessors and shall allow the Customer to object to such changes. The Customer's objections are binding on the Supplier. The Supplier is fully responsible for all processing of personal data carried out by subprocessors.
- 7) In the event of a personal data breach involving personal data processed by the Supplier on behalf of the Customer, the Supplier shall (i) immediately take all appropriate corrective measures to address the causes of such a breach, (ii) without delay, and in any event no later than 24 hours, notify the Customer of the personal data breach, providing details (in particular, the estimated number of data subjects affected, the scope of the personal data affected, the impact of the personal data breach, and a description of the measures taken by

the Supplier). The Supplier shall take such measures to prevent a recurrence of the personal data breach in the future, including measures reasonably requested by the Customer. The Supplier's fulfillment of its obligations under this Article shall not affect its obligation to fully compensate for any damage incurred in connection with a breach of the security of personal data processed by the Supplier on behalf of the Customer.

- 8) Without prior written and signed instructions from the Customer, the Supplier shall not transfer personal data processed on behalf of the Customer outside the European Union and the European Economic Area.
- 9) At the Customer's request, the Supplier shall assist the Customer in the exercise of data subjects' rights under Chapter III of the GDPR. In this regard, the Supplier declares that it has the resources and has taken measures to ensure that, in accordance with the GDPR, it is possible to comply with the rights of data subjects whose personal data the Supplier processes on behalf of the Customer. At the Customer's request, the Supplier shall (i) allow the Customer to conduct an audit of the processing of personal data that the Supplier performs for the Customer, and (ii) provide reasonable cooperation in conducting a data protection impact assessment.
- 10) The Supplier is not entitled to separate compensation for fulfilling its obligations under this Annex. Such compensation is included in the Price specified in the Contract.

Annex No. 2: Special Terms and Conditions for the Design and Development of Intellectual Property

1. Development and Design

- 1.1. If the Subject of Performance includes any intellectual property rights, the Supplier is obligated to inform the Customer of this fact prior to its use, incorporation, or transfer. In this context, the Supplier must also clearly specify whether the intellectual property rights belong to the Supplier or to a third party.
- 1.2. With respect to all intellectual property that the Supplier creates for the Customer on a custom basis and/or exclusively for the Customer as part of the performance of the Subject of Performance or in connection therewith, the Supplier is obligated to:
 - 1.2.1. to the maximum extent permitted by law, transfer to the Customer the exercise of all economic copyrights, in the case of copyrighted works. This authorization also includes the Customer's right to further assign the exercise of such economic rights to other persons; and
 - 1.2.2. transfer ownership of the subject matter of the intellectual property in question, if it is a type of intellectual property other than a copyrighted work.
- 1.3. If the transfer of rights to the extent specified in Section 1.2 of this Annex No. 2 to the GTC is prohibited by law, the Supplier is obligated to grant the Customer, with respect to the subject matter of the intellectual property rights that the Supplier creates for the Customer on a custom basis and/or exclusively for the Customer as part of the performance of the Subject of Performance or in connection therewith, the following license: an exclusive, unlimited in scope and territory, transferable license for the duration of the property rights to the relevant intellectual property (including the right to grant sublicenses and the right to assign the license to third parties). The license is granted for all uses of the intellectual property in question, whether in its original form or in a modified or otherwise altered form, separately or as part of a collection, or in conjunction with another work or elements, including (i) the right to adapt and/or translate the intellectual property, (ii) the right to commission third parties to perform such adaptations and/or translations, (iii) to distribute it by all known means, (iv) to make copies of the intellectual property in all known forms and (v) to distribute such copies commercially and non-commercially, (vi) to communicate it to the public by all known means, as well as

(vii) to rent, lending, and making it available in any form. The license is irrevocable and non-terminable. The Customer is not obligated to exercise the license.

- 1.4. The Supplier is required to maintain an ongoing record of all intellectual property created in connection with the performance of the Subject of Performance and to submit it to the Customer upon request. This record shall form part of the Documentation provided to the Customer.
- 1.5. If the Subject of Performance includes any intellectual property rights that the Supplier does not create specifically for the Customer and/or exclusively for the Customer, the Supplier is obligated to grant the Customer the following license to such intellectual property rights: a non-exclusive, unlimited in scope and territory, transferable license for the duration of the property rights to the intellectual property in question (including the right to grant sublicenses and the right to assign the license to third parties). The license is granted for all uses of the intellectual property in question, whether in its original form or in a modified or otherwise altered form, separately or as part of a collection, or in conjunction with other works or elements, including (i) the right to adapt and/or translate the intellectual property, (ii) the right to commission third parties to perform such adaptations and/or translations, (iii) distribute it by all known means, (iv) to make copies of the intellectual property in all known forms and (v) to distribute such copies commercially and non-commercially, (vi) to communicate it to the public by all known means, as well as (vii) to rent, lend, and make it available in any form. The license is irrevocable and non-terminable. The Customer is not obligated to use the license
- 1.6. The Supplier is obligated to secure such rights to the intellectual property that forms part of or is related to the Subject of Performance as are necessary to enable it to fulfill its obligations set forth in this Annex No. 2 to the GTC. In this regard, the Supplier is obligated to take all legal actions within such timeframes as to not jeopardize the validity of the transfers and grants of rights under this Annex No. 2 to the GTC, nor in any way limit the scope of the Customer's rights under this Annex No. 2 to the GTC. The Supplier is also obligated to settle all financial claims of the authors of the relevant intellectual property and to ensure that the authors of such intellectual property have no financial claims against the Customer.
- 1.7. If any transfer or grant of rights to an intellectual property item pursuant to this Annex No. 2 to the GTC requires registration

in a public registry, the Supplier undertakes to make such an entry without undue delay; in the event that the Supplier fails to fulfill this obligation without undue delay, the Customer is hereby authorized, upon conclusion of the Agreement, to make the relevant entry in the public register in such a case.

- 1.8. The Price includes all payments for the transfer of intellectual property rights, license fees, and any other payments related to the granting of rights to intellectual property as set forth in Annex No. 2 to the GTC. Therefore, aside from payment of the Price, the Supplier is not entitled to receive any other payment in connection with the transfer of rights and/or the granting of licenses pursuant to Annex No. 2 of the GTC.
- 1.9. The Supplier agrees that, without the Customer's prior written consent, it will not use the following in connection with the performance of the Subject of Performance:
 - 1.9.1. for the purpose of creating any intellectual property that it creates for the Customer on a custom basis and/or exclusively for the Customer, any artificial intelligence (AI) systems and tools or systems and tools that utilize such technology; and
 - 1.9.2. any free or open-source software. This obligation of the Supplier applies in particular, but not exclusively, to software provided under so-called open-source licenses or similar licenses.

2. Engineering Services

- 2.1. If the Subject of Performance includes any engineering or design activities, the following rules shall also apply:
 - 2.1.1. The Supplier shall perform design and engineering work in accordance with the provisions of the Contract, applicable laws and regulations, technical standards, and sound engineering practice. The Supplier shall be liable for any discrepancies, errors, or omissions in any Documentation prepared by the Supplier, whether or not such Documentation has been approved by the Customer.
 - 2.1.2. In preparing all Documentation, the Supplier shall apply the knowledge, experience, diligence, and professional care necessary to produce first-class Documentation that meets the requirements of the Contract Documentation and the purpose of the Subject of Performance.
 - 2.1.3. The Supplier shall not amend or modify Documentation that has already been reviewed by the Customer without such amendment or modification being subject to a new review by the Customer.