

## Trench General Terms and Conditions for Consultancy Services

### 1. General

- 1.1 These General Terms and Conditions for Consultancy Services ("**Consultancy GTC**") apply to all contracts for consulting services ("**Services**") concluded between the engaging company (the "**Client**") and Trench Group GmbH and/or its Affiliates ("**Trench**"; Trench and Client individually referred to as a "**Party**" and collectively as the "**Parties**"). For the purposes of these Consultancy GTC the term "**Affiliate(s)**" shall be interpreted in accordance with the provisions of sect. 15 et seq. of the German Stock Corporation Act (AktG) and shall mean any legal entity which, directly or indirectly controls, is controlled by, or is under common control with a Party, whereby "control" means the direct or indirect ownership of more than 50% of the voting rights or the ability to appoint the majority of the members of the managing or supervisory body, or any other comparable controlling influence.
- 1.2 The subject matter of these Consultancy GTC is the provision of the Services, which are further detailed in the respective Offer made by Trench ("**Offer**"), whereby the Services may be rendered either directly by employees or representatives of Trench or by third-party consultants subcontracted by Trench. Trench shall be entitled to resell such Services performed by third parties in its own name and for its own account, without the Client acquiring any contractual relationship with those third parties. The scope, nature and duration of the Services shall be determined by individual Offer as further defined below.
- 1.3 These Consultancy GTC shall apply to and be incorporated into all consultancy contracts relating to the Services concluded with Trench and to all Services offered by Trench, even if not expressly referred to in each individual case. These Consultancy GTC also apply if Trench carries out the performance of the Services to Client without reservation despite being aware of Customer's deviating terms and conditions.
- 1.4 Any terms and conditions of the Client that conflict with or deviate from these Consultancy GTC are expressly rejected, unless Trench agrees to them in written form. By accepting an Offer for the Services, the Client acknowledges the applicability of these Consultancy GTC.
- 1.5 Amendments and supplements must be made in writing.
- 1.6 Should any provision of these Consultancy GTC be or become invalid or unenforceable, the remaining provisions remain unaffected. The invalid provision shall be replaced by a valid one that comes closest to the intended purpose.

### 2. Conclusion of Contract

- 2.1 A services agreement for the provision of the Services ("**Contract**") is deemed concluded when the Client accepts an Offer, issued by Trench and defining in detail the scope, nature, duration and Service Fees for the Services, either in writing or electronically. Verbal commitments or informal declarations shall only be binding if they are confirmed in writing by Trench.
- 2.2 The Offer and its confirmation shall apply in addition to these Consultancy GTC and prevail in case of contradictions. The Offer and its confirmation by the Client, together with these Consultancy GTC shall constitute the individual Contract and represent the entire agreement between the Client and Trench.
- 2.3 Unless otherwise agreed, the Offer remains valid for 14 calendar days from the date of issuance.
- 2.4 Contracts are not cancellable. Any modification of a Contract requested by Client requires a written confirmation by Trench. Requests for modifications of the Services' scope may result in

an alteration of Service Fees, deviating time frames for the performance and different consultation results.

### **3. Services**

- 3.1 The Services may consist of a broad range of professional consultancy services by Trench in the area of generation, distribution and use of electrical energy as agreed between the Parties, which may include, but are not limited to, conceptual design and technology selection, strategic advice, analysis of technical performance, simulations, optimization analysis, project support, preparation of technical specifications, or any other analyses.
- 3.2 Trench shall provide the professional consultancy Services within the agreed field of expertise, as further detailed in the individual Contract. It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the responsibility of, and made by, the Client. In formulating any advice as part of the Services, Trench may discuss ideas with the Client orally or show the Client drafts of such advice. To the extent that the content of such drafts or oral advice are expected to be finalized and confirmed to the Client in writing, such writing shall supersede any previous drafts or oral advice and, accordingly, Trench shall not be responsible if the Client or others choose to rely on, act or refrain from acting on the basis of such drafts or oral advice.
- 3.3 Trench shall perform the Services independently and on its own responsibility. Trench is not subject to the Client's instructions regarding the manner of Services delivery but shall coordinate closely with the Client to ensure alignment with project objectives. Trench may have such Services wholly or partially performed by qualified third parties or subcontractors. The involvement of third parties shall not create any contractual relationship between the Client and such third parties.
- 3.4 The Services shall be rendered within the timeframes and milestones specified in the Offer or any project plan agreed between the Parties. Time schedules are binding only if expressly designated as such in writing by both Parties.
- 3.5 If Trench foresees that any estimated deadline cannot be met, Trench shall inform the Client without undue delay, providing relevant information on the cause and anticipated duration of the delay. Delays caused by factors beyond Trench's reasonable control – including but not limited to insufficient cooperation by the Client, changes in project scope, force majeure, or third-party delays – shall not constitute a breach of contract.
- 3.6 Trench may, in its discretion, assign or replace any personnel engaged in the performance of the Services from time to time, provided that Trench shall use commercially reasonable efforts to ensure that any replacement personnel have qualifications and experience substantially equivalent to those of the individuals being replaced. Trench shall not be obliged to continue providing the services of any specific individual in the event that such individual ceases to be employed or otherwise engaged by Trench or is unavailable for reasons beyond Trench's reasonable control.
- 3.7 The Services to the Client will be done for the purpose as set out in the relevant Contract and therefore will not be suitable for any other purpose or for the use of others. Accordingly, the Client should only use the Services for the intended purpose, and no other person is entitled to rely on the Services for any purpose. For the avoidance of doubt, all duties and liabilities (including without limitation, those arising from negligence) to any third party will be specifically disclaimed. In addition, oral information provided by Trench (if any) should be subject to the same confidentiality restriction as set out in this clause and Trench's liabilities (including without

limitation, those arising from negligence) and duties in any way in connection with the said oral information are specifically disclaimed.

#### 4. Client's Obligations

- 4.1 The Client shall provide Trench with all necessary information, data, and documents required for the performance of the Services, in a complete and timely manner. The Client shall ensure that any internal decisions or approvals required to proceed with the engagement for the Services are obtained without delay.
- 4.2 The Client shall appoint a contact person for Trench.
- 4.3 If on-site Services are agreed, the Client shall ensure that Trench (or any third party engaged by Trench) is granted timely and sufficient access to the Client's premises, relevant IT systems (where necessary), and competent personnel to the extent required for the proper execution of the Contract. The Client shall provide safe, adequate, and fully functional working conditions, including, but not limited to, access to necessary infrastructure, equipment, and documentation required for the performance of the Services. The Client remains responsible for compliance with all applicable occupational health and safety regulations during Trench's presence on-site.
- 4.4 Any delays, additional expenses, or limitations arising from insufficient cooperation, restricted access, or unsafe working conditions shall not be attributable to Trench and may result in a reasonable adjustment of deadlines and fees. Trench shall notify the Client of any such issues without undue delay.

#### 5. Fees and Payment Terms

- 5.1 The fees for the consulting Services are based on the rates specified in Trench's current price list for the Services, if such list was provided, or in the Offer ("**Service Fee(s)**"). Pricing may be structured as hourly rates, daily rates, fixed project fees, or milestone payments, depending on the service model.
- 5.2 All stated Service Fees are net amounts in Euro (EUR) exclusive of any statutory value-added tax (VAT) or any other statutory taxes and duties. Applicable taxes shall be added to the invoice in accordance with the relevant legal provisions and shall be borne by the Client.
- 5.3 Unless otherwise agreed in writing, Trench shall invoice the Client monthly in arrears or upon completing of any defined project milestones, such as provision of the consulting Service in line with the Contract. All payments must be made within 14 calendar days after the invoice date, without deduction of any kind. If payments are not received by the end of the payment term, the Client is automatically in default without further notice.
- 5.4 Without prejudice to any other rights it may have, Trench may charge interest at 9 percentage points above the European Central Bank's current base lending rate on any overdue payments. Trench also reserves the right to suspend ongoing provision of Services until all outstanding amounts are settled.

#### 6. Variation

- 6.1 If (i) the Parties agree to change or extend the scope of the Services under a Contract or (ii) Trench is required to perform additional services because of a failure or delay by the Client in performing its obligations under the engagement, then such Contract shall be varied to include such additional services as agreed. Trench shall be entitled to charge, and the Client shall pay an additional fee as agreed between the Parties, or in the absence of such agreement, calculated on a time and material basis in accordance with the standard Trench rates applying at the time

such additional services are performed. Any such additional services performed by Trench shall be governed by the terms of this Agreement.

## **7. Intellectual Property Rights**

- 7.1 Unless otherwise agreed in writing, all intellectual property (IP), including but not limited to copyrights, know-how, documentation, analyses, concepts, reports, presentations, models, tools, software, components, and other deliverables or work results developed, created or provided by Trench during the engagement and in connection with the Services ("**Work Results**"), shall remain the sole property of Trench.
- 7.2 The Client shall receive a non-exclusive, non-transferable and non-sublicensable right to use the Work Results internally and solely for the purposes specified in the respective Contract.
- 7.3 Any further use, modification, reproduction, distribution, or disclosure of the Work Results to third parties requires the prior written consent of Trench. This clause 7 shall apply irrespective of whether the Work Results were created solely by Trench or in cooperation with the Client or third parties.

## **8. Liability**

- 8.1 Trench or any subcontractors of Trench shall perform the Services with due care, diligence, and in accordance with recognized professional standards. However, Trench does not warrant that the Services or any Work Results provided will be fit for a specific purpose, suitable for a particular application, or lead to any commercial, technical, or operational result intended by the Client.
- 8.2 The liability of Trench in contract, tort or otherwise shall be limited to fulfilling the contractual obligations. Trench shall only be liable for breach of essential contractual obligations (cardinal obligations) and only for typical foreseeable damages. The liability of Trench shall be limited in every case to compensation for direct damages. Any other liability, including, but not limited to, indirect and consequential damages, loss of profit, loss of revenues, loss of data, loss of use, business interruption, any claims arising from Client's contracts with third parties, or loss of reputation is hereby expressly excluded to the extent permissible by law. Statutory liability applies in cases of personal injury and in cases of intent or gross negligence.
- 8.3 The total liability of Trench under the Contract shall be limited to the amount of the Service Fees to be paid by the Client for the specific portion of Services giving rise to the claim, unless otherwise mandated by law.
- 8.4 Any limitations of liability shall also apply for the benefit of Trench's Affiliates, subcontractors, employees, agents or any other person acting on behalf of Trench.

## **9. Assignment**

- 9.1 Client may not assign the Contract or any part thereof without Trench's prior written approval.
- 9.2 Trench may transfer, assign, or novate the Contract or any part of it to an Affiliate.
- 9.3 Trench shall further be entitled to assign the whole Contract or a part of it to any third party, in the event of a sale or other transfer of the business or a part of the business of Trench to a third party.

## 10. Non-solicitation

- 10.1 During the term of Contract and for a period of twelve (12) months thereafter, neither Party for its benefit or the benefit of another shall directly or indirectly, whether by itself or through its Affiliates, solicit or retain the services of the personnel of the other Party involved in the Services.
- 10.2 A Party shall not be in breach of this clause if those responsible for the solicitation, hiring or retention of the other Party personnel were not aware of the prohibition contained in this clause. However, personnel of both Parties engaged in the provision or acceptance of the Services shall be presumed to know of the prohibition. Nothing herein shall apply to individual employee who responds to a recruitment advertisement put forward by a Party hereunder.

## 11. Confidentiality and Data Protection

- 11.1 The Parties shall use any documents, know-how, data, or other information provided by the other Party ("**Confidential Information**") exclusively for the purpose of the Contract and keep the same confidential. The Parties may disclose Confidential Information to employees of the receiving Party and to third parties who reasonably need to know such Confidential Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The Party disclosing Confidential Information shall be held liable for a breach of such obligations by its employees or a third party.
- 11.2 This confidentiality obligation shall not apply to Confidential Information which:
  - a) is or becomes part of the public domain other than by fault of the receiving Party;
  - b) is disclosed to the receiving Party in good faith by a third party who is entitled to make such disclosure;
  - c) is developed independently by the receiving Party without reliance on Confidential Information;
  - d) was known to the receiving Party prior to its disclosure by the other Party; or
  - e) is required to be disclosed by law (subject to the receiving Party's obligation to notify the disclosing Party in a timely manner of such requirement).
- 11.3 This confidentiality obligation shall survive the expiration or termination of the Contract for 5 years.
- 11.4 Both Parties shall comply with the applicable data protection laws, in particular provisions of the General Data Protection Regulation (Regulation (EU) 2016/679 - "GDPR"), when processing personal data in connection with the performance of the Contract.
- 11.5 Each Party shall ensure that any personal data received from the other Party is processed lawfully, fairly, and in a transparent manner, any only to the extent necessary for the fulfilment of contractual obligations. Where required, the Parties shall conclude a separate data processing agreement in accordance with Art. 28 GDPR.
- 11.6 The Parties shall implement appropriate technical and organizational measures to protect personal data against unauthorized or unlawful processing, accidental loss, destruction, or damage.
- 11.7 In the event of a data breach affecting personal data processed under the Contract, the affected Party shall be informed without undue delay, and the Parties shall cooperate to ensure compliance with applicable legal obligations.

## **12. Termination**

- 12.1 An individual Contract shall automatically terminate upon the expiration of the project duration as defined in the Contract or upon completion of the project deliverables, whichever occurs first, unless otherwise agreed in writing by both Parties. Notwithstanding the termination of the Contract, any provisions which by their nature are intended to survive termination – including but not limited to confidentiality, intellectual property rights and liability clauses – shall remain in full force and effect.
- 12.2 An individual Contract may be terminated with immediate effect by either Party by written notice, if the other Party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, carries on business under a receiver, trustee, or manager for the benefit of its creditors, or goes into liquidation.
- 12.3 Notwithstanding any other rights it may have under the Contract, Trench may terminate the Contract:
  - a) if Client comes under the direct or indirect control of any competitor of Trench, or
  - b) if Client materially breached the Contract and has not remedied the breach within a reasonable period after notification by Trench or is delayed in making any payment for more than 60 calendar days.
- 12.4 In the event of termination by Trench, Trench shall be entitled to recover from the Client (i) the Service Fees for any agreed Services regardless of whether they were actually provided and less any saved or avoided expenditure and (ii) any additional cost and expenses incurred by Trench due to such termination.

## **13. Governing Law and Arbitration**

- 13.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of Germany.
- 13.2 Any dispute or claim arising out of or in connection with the Contract, including its validity, interpretation, performance or termination, which are not resolved through negotiations, shall be finally settled in accordance with the Arbitration Rules of the German Institute of Arbitration (DIS). The place of arbitration shall be Berlin, Germany. The language of the proceedings shall be English.

## **14. Export Regulations**

- 14.1 The Client shall comply with all applicable national and international (re-) export control, customs, sanctions, and embargo regulations and in any event with those of the European Union, the United Kingdom, and the United States of America.
- 14.2 The Client shall not, directly or indirectly, transfer, disclose, or make accessible any technical data or controlled technology provided by Trench under or in connection with this Contract to the Russian Federation or for the use in the Russian Federation, where such data or technology is subject to sanctions or export control measures enacted in response to the situation in Ukraine. This includes, but is not limited to, measures issued by the competent authorities of the EU, the UK, Germany, and the United States. Client shall implement and maintain robust compliance mechanisms to monitor and prevent unauthorized access or transfers by third parties, including through cloud services, remote access, or subcontracting.
- 14.3 Where necessary to assess compliance with applicable export control and sanctions regulations, Client shall, upon request by Trench, promptly provide all relevant information regarding the end-

user, destination, and intended use of the technical data or technology, including any applicable restrictions or licensing requirements. This includes disclosures made via electronic means such as email, videoconferencing, or cloud-based platforms.

- 14.4 Trench shall be entitled to terminate this Contract by written notice in the event of any breach by Client of its obligations under this clause 14. Client shall indemnify and hold harmless Trench from and against any claims, proceedings, fines, losses, costs, or damages arising out of or relating to any non-compliance with this clause. Client shall also reimburse Trench for any losses and expenses incurred as a result of such breach, including legal and regulatory costs.