

General conditions for participation in the ESG Transparency Award and for the associated qualification and award

Preamble

The following terms and conditions of participation, in addition to the individual contractual agreements, form a legally binding part of every contract between the initiators of the ESG Transparency Award (hereinafter referred to as ESGTA), namely EUPD Research Sustainable Management GmbH, and the respective client.

§ 1 Scope

These conditions apply to products and processes offered by EUPD Research within the framework of the ESG Transparency Award. The products include, among others, qualification processes, telephone consultations, as well as the associated evaluation and award processes. Also included are the projects and initiatives of the European Sustainability Week, within the framework of which the ESG Transparency Award 2024 will be presented.

§ 2 Data protection

- (1) The services of EUPD Research include the collection, analysis and evaluation of data.
- (2) The data is processed and stored in accordance with the applicable data protection regulations. Further details are governed by the separately available privacy policy of EUPD Research.
- (3) If the data submitted by the applicant is not changed, adjusted, or withdrawn during the subsequent application phase, EUPD Research reserves the right to reuse the data for a maximum period of two years.

§ 3 Procedure and Methodology

Further information on the process and methodology of the ESG Transparency Award can be viewed in detail through a process and flow chart available at the following address: <https://esg-transparency-award.de/en/home-english/>.

§ 4 Evaluation and Benchmarking ESGTA

- (1) After the application phase has concluded and the subsequent evaluation of the results from the qualification process, EUPD Research sends a free short benchmark to all applicants.
- (2) With the benchmark, EUPD Research provides an overview for the applicants of the ESG Transparency Award. The content is intended exclusively for the respective applicant and may only be used internally within the organization. Publication, disclosure to third parties, etc., is not permitted.

§ 5 Status as a Verified ESG Transparency Company

- (1) The award of the status "Predicate" or "Excellence" depends on the fulfillment of certain criteria defined in the qualification and evaluation process. The client (customer) has no right to receive an award. Legal recourse is excluded. The initiators owe no success but the fulfillment of the contract in accordance with the principles of impartiality, responsibility, and confidentiality.
- (2) The status "Predicate" or "Excellence" can only be achieved if the evaluation process is successfully completed. Proof of the successful completion of the evaluation process is provided by the benchmark.
- (3) A categorization into the status "Predicate" or "Excellence" takes place. The client has the option to purchase a license for the visualization of the award in the form of a "Predicate" or "Excellence" seal and to use it to the extent contractually agreed upon.
- (4) The application and thus the status are valid for one year.

§ 6 Selection Process ESG Transparency Award

- (1) Qualification through the evaluation of sustainability reporting by EUPD Research is a prerequisite for participation in the ESG Transparency Award. In the event of a positive assessment, the company qualifies for participation in the award ceremony and the optional purchase of seal usage rights.
- (2) The selected companies will be informed of their status by EUPD Research.
- (3) Participants are required to keep their status confidential until the award ceremony. Participants recognize that only the initiators are entitled to publicly communicate the ESGTA results for the first time.
- (4) EUPD reserves the right to exclude participating organizations from the award ceremony and the possibility of seal licensing if there are justified doubts about their sustainable orientation due to media, personal, or other information. This includes, for example, existing doubts about compliance with human rights.

§ 7 Free Ticket Allocation

Leading organizations will receive an invitation to the certificate presentation on the occasion of the ESGTA award ceremony, provided an in-person event takes place and depending on the event's capacity. Additional participant tickets can be requested from the initiators.

§ 8 Invoicing

The invoicing for the optional licensing of seals and other optional services and products is carried out by EUPD Research immediately after the order confirmation by the client and must be paid by the client within 10 working days. The invoice is sent to the client exclusively in electronic form.

§ 9 Liability and Legal Nature

- (1) EUPD Research is committed to performing its services through qualified employees and to the best of its knowledge and belief. EUPD Research is only liable for intent and gross negligence within the framework of the provisions of the GmbHG (German Limited Liability Company Act).
- (2) EUPD Research is not liable for the non-recognition of the qualification by third parties and/or for third-party claims for damages due to unmet expectations and/or competition law objections.
- (3) EUPD Research is organized as a privately held limited liability company (GmbH). The award and evaluation procedures are not (exclusively) based on legal regulations and/or requirements. EUPD Research makes no claim to the legal fulfillment of qualification criteria.
- (4) The place of jurisdiction is Bonn. The applicable law is the law of the Federal Republic of Germany.

Status: July 2024

EUPD Research Sustainable Management GmbH