

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

Preamble

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

§ 1 Scope of application

These terms and conditions apply to products and processes offered by EUPD Research as part of the ESG Transparency Award initiative. The products include qualification processes, telephone consultations and the associated evaluation and award processes.

§ 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 set out in EUPD Research's privacy policy, which is available separately.
- (3) If the submitted data is not changed, adjusted or withdrawn by the applicant in the subsequent application phase, EUPD Research reserves the right to use the data again for a maximum period of two years.

§ 3 Process and Methodology

Additional information on the process flow and methodology of the ESG Transparency Award is provided in more detail through a process and flow chart at the following address: <http://www.esg-transparency-award.de/>

§ 4 Evaluation and benchmarking ESGTA

- (1) EUPD Research will send a short benchmark to all applicants free of charge after the application phase and the subsequent evaluation of the results from the qualification process.
- (2) With the benchmark, EUPD Research provides an overview for the applicants for the ESG Transparency Award. The contents are intended exclusively for the respective applicant and may only be used within the organization. Publication, forwarding to third parties etc. is not permitted.

§ 5 Distinction

- (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 has no entitlement to the issuance of an award. Legal recourse is excluded. The initiators do not owe success but rather the contractual fulfillment of the agreement in accordance with the principles of impartiality, responsibility, and confidentiality.
- (2) The status of predicate or excellence can only be achieved if the evaluation procedure has been successfully completed. The benchmark provides evidence of the successful completion of the assessment procedure.
- (3) A categorization into the status predicate or excellence takes place. The client has the option of purchasing a visualization of the award in the form of a predicate or excellence seal license and using it to the extent contractually agreed.
- (4) The application and, therefore, the status are valid for one year.

§ 6 ESG Transparency Award selection procedure

- (1) Qualification by means of an assessment of the 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 to participate in the award ceremony and to optionally acquire the rights to use the seal.
- (2) The selected companies will be informed of their status by EUPD Research.
- (3) Participants are obliged to maintain confidentiality about their status until the award ceremony. The participants recognize with binding effect that only the initiators are entitled to communicate the ESGTA results publicly for the first time.

§ 7 Allocation of Free Tickets

Participants awarded in the Predicate and Excellence categories receive one free ticket per year and participation for the certificate presentation during the ESGTA award ceremony, provided that a physical award ceremony is conducted. Additional participant tickets can be requested from the initiators.

§ 8 Invoicing

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

§ 9 Liability and legal nature

- (1) EUPD Research undertakes to perform its services by 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.
- (2) EUPD Research is not liable for non-recognition of the qualification by third parties and/or for claims for damages by third parties due to unfulfilled expectations and/or complaints under competition law.
- (3) EUPD Research is organized as a private limited company. The award and evaluation procedures are not (exclusively) based on legal provisions and/or requirements. EUPD Research makes no claim to legal fulfillment of qualification criteria.
- (4) The place of jurisdiction is Bonn. Applicable law is the law of the Federal Republic of Germany.

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EUPD Research Sustainable Management GmbH