

# General Terms of Participation

EUPD Group

## Preamble

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The following Terms of Participation, together with any individual contractual agreements, form a legally binding part of every contract between EUPD Research Sustainable Management GmbH, a company of the EUPD Group (hereinafter “EUPD”), and the respective Client. The EUPD Group is not a legal entity in its own right. Where further contractual or cooperation partners are involved in individual products or award procedures, this is set out in the product-specific Special Terms pursuant to § 12 in conjunction with the relevant Annex.

## § 1 Scope

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- (1)** These Terms apply to all products and processes offered by EUPD, in particular to all award and recognition procedures and the associated award marks of EUPD. The products include, among others, qualification and analysis processes, audits and verifications, telephone consulting and analysis calls, and the associated assessment and award procedures.
- (2)** In addition to these General Terms of Participation, the product-specific Special Terms pursuant to § 12 (Annexes to these Terms) apply to the respective award or recognition procedure.

## § 2 Data Protection

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- (1)** The services of EUPD involve the collection, analysis and assessment of data.
- (2)** Data is processed and stored in accordance with the applicable data protection provisions, in particular the GDPR. Further details are set out in the separately available Privacy Policy of EUPD.
- (3)** If the submitted data is not modified, updated or withdrawn by the applicant in the subsequent application phase, EUPD reserves the right to reuse the data within a period of no more than two years.
- (4)** Contact details are passed on to cooperation partners or co-initiators of an award procedure only where this is specified in the product-specific Special Terms or the participant has given separate consent.

## § 3 Process and Methodology

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Further information on the process flow and methodology is available in more detail in a process and workflow graphic on the respective product website of the EUPD Group. The relevant product website is named in the product-specific Special Terms.

## **§ 4 Evaluation and Benchmarking**

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- (1) Following receipt of the application, the results are evaluated on an ongoing basis and the participants are categorised. After the application phase has closed, the results are evaluated and made available to the participants in the form of a report or benchmark.
- (2) The reports and benchmark content provided are intended exclusively for the respective Client and may be used only internally within the company or organisation. Publication or disclosure to third parties is not permitted.
- (3) All other information, assessments and documents that EUPD provides in the course of its services are confidential and may be neither published nor disclosed to third parties without the express written consent of EUPD.
- (4) The assessment relates exclusively to the criteria and evaluation standards defined in the respective procedure.
- (5) Multiple participation in the same procedure within one application period is possible only after prior consultation with EUPD.

## **§ 5 Award Status**

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- (1) The granting of an award status depends on the fulfilment of specific criteria defined in the respective qualification and assessment procedure. The Client has no entitlement to be granted an award. Recourse to the courts is excluded. EUPD does not owe a particular result, but the performance of the contract as a contract for services, in observance of the principles of impartiality, responsibility and confidentiality.
- (2) An award status can be obtained only if the respective assessment, verification or audit procedure has been successfully completed. Where a fee-based verification or audit procedure is provided for, its requirements, deadlines and costs are set out in the product-specific Special Terms and the individual offer.
- (3) Categorisation takes place in accordance with the product-specific requirements. The Client has the option of purchasing a visual representation of the award in the form of a seal licence and using it to the extent agreed in the contract.
- (4) The application and thus the award status are valid from the signing of the contract for the contractually agreed period; the product-specific period of validity is set out in the Special Terms. After expiry of the validity period, renewed participation is required if the status is to be continued.

## **§ 6 Use of Awards and Seals**

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The awards and seals granted are assessment instruments based on the evaluation standards named in the product-specific Special Terms. The use of the seals is additionally governed by the General Terms for the Granting and Use of Award Marks (Seal Licence Terms) in their current version; these are provided to the Client together with the seal licence. The subject matter, scope and basis of the respective assessment are set out in the product-specific Special Terms.

## § 7 Selection Procedure and Confidentiality

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- (1)** Qualification by means of a questionnaire or a comparable application procedure is a prerequisite for participation in an award procedure of EUPD. The product-specific qualification criteria and thresholds are set out in the Special Terms.
- (2)** The selected companies are informed by EUPD of their respective status.
- (3)** Participants are obliged to maintain confidentiality regarding their status until the official award ceremony. Participants bindingly acknowledge that only EUPD and the respective initiators are entitled to communicate the results publicly for the first time.
- (4)** EUPD reserves the right to exclude participating organisations from the award procedure and from the option of seal licensing if media reports, personal information or other information give rise to legitimate doubts as to the sustainable or responsible orientation of the organisation. Exclusion takes place only after the company concerned has been contacted and given the opportunity to respond.

## § 8 Ticket Allocation and Events

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Where an award ceremony takes place as part of a product, awarded organisations receive an invitation to the presentation of certificates. Additional tickets may be requested from EUPD. EUPD reserves the right to dispense with an in-person event.

## § 9 Invoicing

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Invoices for optional and fee-based services, in particular the licensing of seals, verifications, audits and other optional services, are issued by EUPD without undue delay after the Client's confirmation of the order. The invoice amount is payable by the Client within 10 working days, unless a different payment term is stipulated in the product-specific Special Terms or in the individual offer. Invoices are sent to the Client exclusively in electronic form. Any travel expenses incurred, in particular for the auditors performing the services, are invoiced separately.

## § 10 Liability and Legal Nature

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- (1)** EUPD undertakes to perform its services through qualified staff and to the best of its knowledge and belief. EUPD is liable only for intent and gross negligence within the framework of the provisions of the German Limited Liability Companies Act (GmbHG).
- (2)** EUPD is not liable for the non-recognition of the qualification by third parties and/or for claims for damages by third parties arising from unmet expectations and/or objections under competition law.
- (3)** EUPD is organised under private law as a GmbH. The award and assessment procedures are not (exclusively) based on statutory provisions and/or requirements. EUPD makes no claim to fulfil statutorily mandated qualification criteria.
- (4)** EUPD is not liable for claims by third parties under competition law, media law or otherwise arising from the Client's use of awards or seals granted. Responsibility for the legally compliant use of the seals in the Client's own communications, in particular under the German Act against Unfair Competition (UWG), lies exclusively with the Client.

- (5) EUPD reserves the right to terminate the contract without notice for good cause, in particular in the event of serious breaches of the agreed criteria or of reputational damage.
- (6) In the event of gross breaches of contractual obligations, EUPD may impose a contractual penalty, the amount of which is based on the economic damage incurred.
- (7) The place of jurisdiction is Bonn. The applicable law is the law of the Federal Republic of Germany.

## **§ 11 Severability Clause**

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Should individual provisions of these General Terms be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by the legally permissible provision that comes closest to the economic purpose of the invalid provision.

## **§ 12 Product- and Award-Specific Special Terms**

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- (1) For individual award and recognition procedures of EUPD, product-specific Special Terms apply in addition to these General Terms of Participation. These form part of these Terms as Annexes and govern in particular: the contractual and cooperation partners and initiators involved, the awarding body and licensor of the seals, the product and scope of services, the qualification criteria and thresholds, the verification or audit procedure including deadlines, the categorisation and available seals, the period of validity of the award, the area assessed, product-specific provisions on data processing and data transfer, and any deviating payment terms.
- (2) In the event of conflicts between these General Terms of Participation and the product-specific Special Terms, the Special Terms take precedence for the respective procedure.
- (3) The applicable Annex is in each case that of the procedure in which the Client participates.

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*EUPD Group*

# Annex 1: Special Terms

## Transparency Award ESG Reporting – Award for Transparency in ESG Reporting

These Special Terms apply in addition to the General Terms of Participation (§ 12); in the event of conflict, they take precedence.

### 1. Procedure, Parties Involved and Product Website

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**(1)** The contractual partner for participation in the Transparency Award ESG Reporting (hereinafter the “TA”) is EUPD Research Sustainable Management GmbH (EUPD). The awarding body and licensor of the seals is EUPD Assessment & Certification Management GmbH (EUPD CERT). EUPD, DCTI and EUPD CERT are companies of the EUPD Group; the EUPD Group is not a legal entity in its own right. The seal licence contract is concluded separately with EUPD CERT. The TA is presented within the framework of the European Sustainability Week, an event of the EUPD Group. Sponsors and partners of the event are not involved in the award procedure; they have no influence on the Standard, on the assessment, on the determination of eligibility for the award or on the granting of the award. Sponsors that participate in the procedure themselves are subject to the same criteria and receive no preferential treatment. Further information on the process flow and methodology of the TA is available at <https://esg-transparency-award.de/>.

**(2)** The following bodies are involved in the award procedure, each with separate functions:

- a)** Standard and assessment (DCTI): The assessment is based on the Transparency Evaluation Standard ESG Reporting of DCTI Deutsches CleanTech Institut GmbH (DCTI), a company of the EUPD Group. DCTI is the owner of the Standard (scheme owner), provides the Standard, carries out the assessment of the ESG reporting against the criteria of the Standard and determines whether, and at which status level, an organisation meets the requirements of the Standard and is thus eligible for the award.
- b)** Independent third-party audit (Intechnica): Intechnica Cert GmbH (hereinafter “Intechnica”), as an independent third party not belonging to the EUPD Group, verifies on a sample basis whether the awarded organisations and the assessment procedure comply with the criteria of the Standard. The audit is carried out in accordance with DIN EN ISO/IEC 17029:2020; the sample is drawn in accordance with DIN ISO 2859-1. Intechnica is involved neither in the development of the Standard nor in the assessment; its remuneration is independent of the audit result.
- c)** Award and licensing (EUPD CERT): On the basis of DCTI’s assessment, EUPD CERT grants the seal and the status “Leading Company” and issues the seal licences. The award is granted exclusively to organisations whose eligibility has been determined by DCTI in accordance with the Standard; EUPD CERT does not carry out its own assessment and does not deviate from DCTI’s determination.

**(3)** Assessment, third-party audit and award are organisationally separate from one another; the membership of EUPD, DCTI and EUPD CERT in the EUPD Group does not affect this separation. Persons with sales responsibility at EUPD or EUPD CERT do not participate in the assessment or in the determination of eligibility for the award. The Participant acknowledges that DCTI’s determination of eligibility and the result of the third-party audit are binding for the granting of the award.

**(4)** The procedure is open to all organisations on transparent, fair and non-discriminatory terms. Participation in the procedure, including the assessment by DCTI and the Transparency Benchmark, is free of charge. Only the optional acquisition of a seal licence from EUPD CERT is subject to a fee; the applicable fees are published on the product website.

## 2. Services and Qualification

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- (1) A prerequisite for participation in the TA is qualification by means of an assessment of the ESG reporting by DCTI against the Transparency Evaluation Standard ESG Reporting. The assessment covers the ESG reporting published by the organisation for the respective reporting year. Applications must be submitted by 30 September 2026. In the event of a positive assessment, the organisation qualifies for participation in the award ceremony and for the optional acquisition of seal usage rights.
- (2) After the application deadline, the Leading Companies of the respective award year are determined from all applications received by that time on the basis of DCTI's assessment. The status "Leading Company" is conferred, in addition to the status under Clause 3 (1), on every organisation eligible for the award that achieves the best result in its comparison group or more than 90 % of the maximum score achievable under the Standard. No ranking among applicants is published and the number of Leading Companies is not limited. The status "Leading Company" is conferred by EUPD CERT in accordance with Clause 1 (2) c).
- (3) After the presentation of certificates within the framework of the European Sustainability Week, all applicants receive a free Transparency Benchmark ESG Reporting. The benchmark provides an overview of reporting performance against the backdrop of the European corporate landscape; its use is governed by § 4 of the General Terms of Participation.

## 3. Categorisation and Award

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- (1) Organisations eligible for the award are categorised into the status "Advanced" or "Excellence" as well as "Leading Company". The allocation results from DCTI's assessment on the basis of the thresholds defined in the Standard. The Participant has the option of purchasing from EUPD CERT a visual representation of the award in the form of a licence for the Advanced, Excellence or Leading Company seal and using it to the extent agreed in the contract. Seals are granted exclusively to organisations whose eligibility has been determined by DCTI. The Seal Licence Terms of EUPD CERT are linked in the licence form and can be accessed before the licence order is placed.
- (2) The award and the status are valid for one year from the granting of the award. The duration of the right to use the seal is governed in accordance with the Seal Licence Terms.
- (3) The area assessed is exclusively the formal transparency and traceability of the ESG reporting in accordance with the Transparency Evaluation Standard ESG Reporting of DCTI. The Standard applicable at the time of application is authoritative; the catalogue of criteria is publicly available on the product website.

## 4. Third-Party Audit and Data Transfer (Three-Party Principle)

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- (1) In order to ensure the robustness of the assessment results, the information underlying awards granted is verified on a sample basis by Intechnica as an independent third-party auditor (Clause 1 (2) b)). The verification follows the three-party principle between the EUPD Group, the third-party auditor and the seal holder.
- (2) By participating, the Participant consents to EUPD passing on the data and documents collected in the course of the qualification procedure to the third-party auditor for this purpose. The transfer is limited to the extent required for the sample-based verification.
- (3) The third-party auditor is bound to confidentiality and to compliance with the applicable data protection provisions, in particular the GDPR. Use of the data for other purposes or transfer to any other third party is excluded. The independence of the third-party auditor under Clause 1 (2) b) remains unaffected; it is not bound by instructions in carrying out and assessing the audit.

- (4) The awarded organisation is obliged to cooperate in a sample-based third-party audit, in particular to provide requested evidence within a reasonable period. [...] If the audit reveals that the requirements for the award are not or no longer met, the award, the status and the right to use the seal may be withdrawn after the organisation concerned has been heard; withdrawal, the unwinding of the right to use the seal and the refund of licence fees already paid are governed by the Seal Licence Terms of EUPD CERT.
- (5) The subject of the assessment is the ESG reporting published by the organisation. DCTI processes the data on behalf of EUPD in order to carry out the assessment against the Standard. EUPD CERT receives the assessment result and the contact details required for the award and licensing.
- (6) For the AI-supported evaluation of the reporting, EUPD engages cloud37 Deutschland GmbH as a processor. The data is not used to train AI models; processing takes place within the European Union. The assessment decision and the determination of eligibility for the award are made by DCTI; no decision is taken on a solely automated basis.
- (7) No participant data is passed on to sponsors or partners of the European Sustainability Week. This does not apply to information that the Participant separately releases in connection with attending the event.

## 5. Communication of Results

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- (1) In addition to § 7 (3) of the General Terms of Participation, the following applies: EUPD and EUPD CERT publish only the award and the status of those organisations whose eligibility has been determined by DCTI. Applicants without award eligibility, individual results, scores and any ranking are not published.
- (2) Until the official award ceremony, the Participant maintains confidentiality regarding its status; the right to communicate the results publicly for the first time lies with EUPD and EUPD CERT. After the ceremony, communication of the results is governed by paragraph (3).
- (3) Participation may be communicated without a seal licence. Communication of the status achieved and the use of any seals require a valid seal licence for the respective status in accordance with Clause 3 (1). Organisations with the status “Leading Company” may name this status in words without a seal licence after the ceremony. Upon expiry of the validity period, the Participant may continue to state that they participated in the assessment process for the respective year. However, any further communication of the assessment results, status or award is prohibited.
- (4) The Participant may object to being named publicly in connection with the award up to the time of the ceremony; in that case the Participant is not named.

## 6. Exclusion from the Procedure

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Legitimate doubts as to the sustainable orientation within the meaning of § 7 (4) of the General Terms of Participation include, in the case of the Transparency Award ESG Reporting, in particular doubts as to compliance with human rights. In all other respects, § 7 (4) of the General Terms of Participation applies.

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*EUPD Group*