International Terms and Conditions for supply and services

1. General

1.1 The scope, price, quantity, quality, functionality and technical specifications of any goods, equipment, documentation, software, work or services to be provided by Siemens Energy (collectively referred to as "**Works**") are exclusively defined as the case may be either in the order confirmation issued by Siemens Energy or the Contract signed by the Customer and Siemens Energy.

1.2 The offer letter from the entity of the Siemens Energy group together with these terms and conditions and those other documents expressly identified in the offer letter as forming part of the contract shall together constitute the entire agreement between the parties (the "**Contract**"). Any terms and conditions of the Customer shall apply only where expressly accepted in writing by Siemens Energy.

2. Rights of Use

2.1 Except as expressly otherwise agreed in this Contract, as between the parties all intellectual and industrial property rights in the Works, in all documents provided by Siemens Energy in connection with this Contract (the "**Documents**") and in all software, hardware, know how ("**IPR**"), and other things provided with or as part of the Works and the Documents shall be the exclusive property of and vest in Siemens Energy. The Customer shall not reverse engineer, decompile, or reproduce the Works or parts thereof and shall ensure that third parties will not reverse engineer, decompile or reproduce the Works or parts thereof in each case to the extent mandatory law does not prohibit such limitation.

2.2 The Customer may use the Documents unmodified and to the extent necessary for operation and routine maintenance of the Works by the Customer's own personnel, unless explicitly agreed otherwise in writing by Siemens Energy.

2.3 If the Works include Siemens Energy software, such software is licensed under the license terms contained in the software documentation, the software itself or in the attached license terms, www.siemens-energy.com/softwarelicenses-en, (in each case the "**Applicable Software Licensing Conditions**"), valid at the date of Contract conclusion, which shall prevail over this Clause 2 The software is issued in object code without source codes. The license hereunder only grants the non-exclusive right to use the software as described in the Applicable License Conditions or, if there are no applicable license terms, for the purpose of operation and routine maintenance of the Works.

2.4 The Works may include third party software. Insofar as specific license terms of the third-party licensor apply, Siemens Energy will provide such license terms together with the Works. The Customer shall comply with such third-party license terms and shall, if so, required by the third-party licensor, execute the applicable end user license agreement.

2.5 The rights granted in Clause 2 shall be transferable to a third party only together with the transfer of ownership of all of the Works to that third party.

2.6 Without prejudice to the Customer's intellectual property rights and subject to compliance with applicable law, Siemens Energy and its Affiliates may for its own business purposes collect, use, modify, and copy any data received in connection with the Works. Any legal obligations regarding personal data shall remain unaffected.

3. Prices and Terms of Payment

3.1 Unless agreed otherwise in writing, prices exclude packing, freight, insurance and any other additional charges (such as storage, inspections by third parties). The price payable by the Customer for the Works under this Contract shall be referred to in this Contract as the "**Contract Price**".

3.2 Unless expressly stated otherwise, if Siemens Energy undertakes any erection, assembly, installation, commissioning or testing of the Works or a part of the Works outside Siemens Energy's own premises ("**Works on Site**"), the Customer shall bear all incidental costs, such as travel expenses, daily allowances, in addition to the Contract Price.

3.3 The Contract Price is exclusive of any indirect taxes (such as property, license, sales, use, value added or similar tax) and/or any duties, customs or public charges related to the Contract. The Customer agrees to pay or to reimburse Siemens Energy for any taxes, customs, duties or other public charges levied on Siemens Energy in relation to the Works. All payments shall be made to Siemens Energy's bank account without deduction (e.g. deduction of withholding tax) within 30 days after issuance of the invoice. If the Customer is required to make a deduction by law, the sum payable shall be increased so that Siemens Energy receives a net amount equal to the amount it would have received without such deduction. The Customer shall provide to Siemens Energy tax receipts from the relevant tax authorities in connection with the payments in due course.

3.4 Without prejudice to any other rights it may have, Siemens Energy may charge default interest at 9 percentage points above the European Central Bank interest rate for main refinancing operations on any overdue payments.

3.5 Each party must pay all sums that it owes to the other party under this Contract free and clear without any set-off, counterclaim, deduction or withholding of any kind, save as agreed otherwise in writing or as may be required by law.

3.6 Unless agreed otherwise in the Contract, any security updates or patches shall be at the Customer's expense and are not included in the Contract Price.

4. Delivery Times, Delay, Liquidated Damages

4.1 Any agreed dates in respect of the Works or any part of them shall be extended by a reasonable period of time if and to the extent that Siemens Energy is delayed or impeded in the performance of its obligations by any third party or by the failure of the Customer to perform its obligations. This includes without limitation the delivery of required documents (such as necessary permits and approvals), timely performance of any work to be undertaken by the Customer or any third party appointed by the Customer, and compliance with the terms of payment.

4.2 Siemens Energy may, if it is reasonable to do so, deliver the Works in stages or instalments and shall be entitled to invoice for the Works on a corresponding basis.

4.3 If Siemens Energy does not meet the agreed final delivery or final completion date solely due to the fault of Siemens Energy, the Customer shall be entitled to liquidated damages amounting to 0.5% of the price of the delayed part of the Works per each completed week of delay, in which the Customer suffered loss as a result of such delay. Liquidated damages payable in case of delay shall be limited to 5% of the price of the delayed part of the Works but in any case, shall not exceed 5% of the Contract Price.

4.4 Any other liability of Siemens Energy and any claims, rights, and remedies of the Customer in case of delay except as expressly stipulated in this Clause 4 and in Clause 16.2a) below shall be excluded, to the extent permissible by law.

4.5 If the Customer, the Customer's contractors, or any other third party put in charge by the Customer causes a delay to the provision of the Works, the Customer shall reimburse Siemens Energy all additional costs and expenses incurred due to such delay.

4.6 If the Works fail to meet any guaranteed performance figures in the Contract solely due to the fault of Siemens Energy, Siemens Energy shall be given additional reasonable time to achieve such figures by carrying out at its own expense any work which Siemens Energy considers necessary. If, after completion of the work and all further performance test(s), the performance figures are not reached, the Customer shall be entitled to liquidated damages at such rate as may be specified in the Contract but which shall in no event exceed 5% of the price of the part of the Works failing to meet the agreed figures. The payment of liquidated damages shall be the Customer's only remedy for and in connection with the non-achievement of any performance figures required under the Contract.

5. Transfer of Risk and Title

5.1 Risk of damage to or loss of any part of the Works shall pass to the Customer as follows: (i) if the Works do not include full erection and full commissioning upon delivery and (ii) if the Works include full erection and full commissioning upon acceptance as specified in Clause 9.

5.2 The Works shall be deemed provided if and when the Customer fails to accept the provision of the Works without cause. In such case, parts, which are part of the Works, can be stored and insured at the risk and expense of the Customer and any payment shall become due. The same consequences shall apply on the scheduled date of delivery if the dispatch is postponed for reasons attributable to the Customer.

5.3 Title in any part of the Works shall remain with Siemens Energy until Siemens Energy has received full payment for that part of the Works.

6. Force Majeure

6.1 A "**Force Majeure Event"** means any event which is beyond the reasonable control of a party or its subcontractors, which could not have been prevented by good industry practice, and which results in a party (the "**Affected Party**") being unable to perform or being delayed in performing in whole or in part its obligations under this Contract. Force Majeure Events include, among others, acts of war, riot, civil commotion, terrorism, natural disaster, epidemic, strikes, lock-outs, attacks on Siemens Energy's IT systems (such as virus attacks, hacker attacks), non-issuance of licenses, permits, or approvals, or any other act or failure to act by any public authority, or embargos or any other trade sanctions.

6.2 If a Force Majeure Event occurs, the Affected Party will be deemed not to be in breach of its obligations under the Contract for so long as and to the extent necessary to overcome the effects of the Force Majeure Event.

6.3 The Affected Party shall notify the other party as soon as reasonably practicable of the Force Majeure Event and of its affected obligations.

6.4 If one or more Force Majeure Events and their effect lasts for a period of 180 days in aggregate, either party may terminate the Contract by giving to the other a written notice of termination with regard to

the part of the Works not yet provided. With regard to the part of the Works not yet provided, Siemens Energy shall be entitled to reimbursement from the Customer of its unavoidable costs related to such termination.

7. Obligations of the Customer

7.1 The Customer shall apply for and obtain all necessary licenses, permits and approvals required for commissioning, acceptance and use of the Works.

7.2 The provision of the Works shall be subject to the Customer providing, at its own expense and in a timely manner, everything reasonably required to ensure that Siemens Energy's personnel are able to commence work in time and to carry out the Works in an uninterrupted manner. For Works on Site, the Customer shall, without limitation:

a) unrestricted access to the site and related infrastructure,
b) assistance with regard to obtaining required visas, work and residence permits and customs clearance for the Works, personnel, or equipment of Siemens Energy or its subcontractors,
c) all earth-moving and construction work and other ancillary services to the extent not expressly included within Siemens Energy's scope of Works including the necessary works, materials and tools,
d) equipment, tools and materials necessary for Siemens Energy's performance of the Works such as scaffolding, lifting equipment etc.,
e) energy, water, internet access, heating and lighting,
f) suitable, dry and lockable rooms for the storage of materials, tools etc. and adequate working and recreation rooms for personnel of Siemens Energy or its subcontractors, including telephone and communication lines and appropriate sanitary facilities,
g) all necessary health and safety measures to protect the personnel and the property of Siemens Energy and its subcontractors,
h) all necessary information concerning the location of concealed electric power, gas and water lines or of similar installations as well as all required data concerning static and sub-surface conditions of the site, and
i) all necessary materials and equipment to start Works on Site and make sure that the Works on Site can be started as agreed and carried out without interruption.

7.3 The Customer acknowledges that Works on Site may generate and/or uncover hazardous waste which is subject to specific legal or regulatory requirements under applicable laws "**hazardous materials**" or "**hazardous waste**".

If Siemens Energy discovers hazardous materials (including asbestos), environmentally hazardous substances, geological or geothermal conditions, archaeological findings or any other local environmental conditions which have an adverse effect on the Works, the Customer shall be liable for any required remediation and shall also reimburse Siemens Energy for any reasonable additional costs and expenses. The Customer shall, at its expense, provide containers complying with all legal and regulatory requirements and shall handle, store and dispose of hazardous waste in accordance with the applicable laws.

7.4 The Customer shall be responsible for the collection and disposal of the waste electrical and electronic equipment and industrial batteries at the end of their use phase at its own expense according to the law at the place of use.

7.5 Siemens Energy shall comply with the Customer's site rules and regulations when performing Works on Site, provided that the Customer informs Siemens Energy, in writing, of all relevant site rules and regulations in force at the premises within a reasonable period of time prior to performance of the Works on Site.

Siemens Energy shall not be obliged to provide the Works on Site in unhealthy or dangerous surroundings. All the necessary safety and precautionary measures shall be taken by the Customer, at no cost to Siemens Energy, before the Works on Site commence and shall be maintained by the Customer during Siemens Energy's performance of the Works on Site.

7.6 The Customer is responsible for ensuring that the site, including the ambient air and all parts of the plant Siemens Energy's employees or subcontractors may encounter, are free of asbestos. The ambient air shall be deemed free of asbestos if the airborne asbestos fiber concentration does not exceed 1,000 fibers/m³ measured with SEM or 10,000 fibers/m³ measured with PCM. Upon request by Siemens Energy, the Customer shall certify these conditions by a licensed and independent institute. Siemens Energy shall be entitled to perform corresponding measurements.

In case aforementioned parts or ambient air is not free of asbestos or as long as the permanent absence of asbestos is not ensured, Siemens Energy may, without limiting its other rights and remedies, suspend any work in affected areas and reject any delivery of asbestos-containing parts to its factory or workshop until it is certified by a licensed and independent institute that the site and the parts are free of asbestos. The costs of such certification and/or other expenses related to on site asbestos shall be borne by the Customer. Siemens Energy may nevertheless agree to perform certain limited scope of work under defined protection measures to the extent determined by Siemens Energy. Siemens Energy shall be entitled to compensation for any additional cost incurred and to a reasonable extension of time for the provision of the Works.

7.7 For any portion of the Works performed by Siemens Energy and/or its subcontractors on a time basis, the Customer shall confirm with Siemens Energy on a weekly basis the hours worked by Siemens Energy's and/or its subcontractors' personnel.

8. Changes and Variations

8.1 Either party may at any time request in writing changes, modifications or additions to the scope of the Works (hereinafter referred to as "**Variation**"). Upon receipt of such Variation request, Siemens Energy shall provide the Customer with a written quotation for the requested Variation, specifying the effects of the requested Variation on the Contract, including any necessary adjustment of the Contract Price, time schedules and agreed dates, scope of the Works and any other affected provisions of the Contract.

If the Customer wishes to proceed with a requested Variation on the basis of Siemens Energy's quotation, the Customer shall notify Siemens Energy thereof in writing within 14 days of receipt of the quotation. Siemens Energy is not obliged to give effect to the Variation until it has been agreed in writing by the parties.

8.2 If applicable laws (whether statute, ordinance, order, directive or decree), rules and regulations, taxes, tariffs, customs and/or duties (all irrespective of whether originally to be borne by Siemens Energy or not), engineering standards and codes of practice, and decisions or guidance issued by courts or public authorities are amended or added to after the date of Contract conclusion, Siemens Energy shall be entitled to an adjustment of the Contract, including inter alia an adjustment of the Contract Price to reflect any additional costs to be incurred by Siemens Energy, the time schedules and scope of Works, as necessary in order to compensate for any adverse effects or additional requirements deriving from such changes.

If engineering standards and codes are listed in the technical specifications, Siemens Energy shall comply at the date of the Contract conclusion only with those. In the event that, at any time, mandatory local codes or standards in the country where the Works are executed stipulate more stringent or onerous requirements with regard to the Works, the Customer is obliged to inform Siemens Energy accordingly and the Customer shall (i) request a quotation from Siemens Energy specifying the effect

of those more stringent requirements on the total Contract Price, on the agreed dates for performance of the Works, the payment and any other provision under the Contract, and (ii) shall enter into a Variation in accordance with this Clause 8 based on such quotation.

8.3 Without prejudice to the parties' right to request Variations, Siemens Energy may at any time make changes to the Works without the Customer's prior approval, provided such changes by Siemens Energy do not adversely affect the agreed operability, functionality or technical characteristics of the Works. Siemens Energy shall not be entitled to any additional payment, extension of time, or other adjustment of the Contract in respect of such changes.

8.4 The Parties acknowledge that there is a significant uncertain geopolitical and security situation in the world ("Uncertain Situation"), which effects are difficult to foresee at the time of Contract signing and which can directly and indirectly affect the execution of this Contract, including, but not limited to, the availability of certain equipment, commodities, metals, and materials as well as the availability of transportation routes, transportation means and services and the supply of gas. In the light of the above, the Parties agree that Siemens Energy shall be entitled to reasonable adjustments of the delivery times and/or the Contract Price to the extent any delay and costs are caused directly or indirectly by the above-mentioned Uncertain Situation and any related consequences.

9. Acceptance

9.1 If the Works are subject to acceptance, the Customer shall accept the Works upon their completion including successful performance of acceptance tests if such tests have been agreed on. In case of partial delivery, the Customer shall accept functional parts of the Works separately upon their completion.

9.2 If Siemens Energy notifies the Customer that the Works or a part of the Works are ready for acceptance, the Customer shall declare the acceptance of the Works or relevant part in writing within two weeks of the notified date. Upon expiry of the two-week period the Works or relevant part of the Works shall be deemed accepted, unless the Customer has stated and substantiated in writing legitimate grounds on which it refuses acceptance. The acceptance shall be effective as of the date of Siemens Energy's notification.

9.3 In any case, the Works or parts of the Works shall be deemed accepted as soon as they are put into commercial operation or if the acceptance tests have not been carried out within 1 week after their scheduled dates due to reasons not attributable to Siemens Energy.

9.4 The Customer shall be entitled to refuse acceptance only in case of Defects (as defined in Clause 10.1 below) in the Works which significantly affect the use of the Works. Those items shall be listed in the acceptance record and shall be remedied by Siemens Energy within a reasonable period of time or as agreed between the parties.

9.5 All costs and expenses of the Customer and any third parties (other than those of Siemens Energy's own personnel or its subcontractors) incurred in connection with inspections, tests, approvals, acceptance procedures etc. shall be borne by the Customer.

10. Defects Liability

10.1 In this Contract, and subject to Clause 10.2, a defect shall mean any non-conformity of the Works with the express terms of this Contract resulting from circumstances existing in the Works at the time of the transfer of risk to the Customer ("**Defects**").

10.2 In particular, the following shall not be Defects:

a) normal wear and tear, non-conformity resulting from excessive strain,
b) non-conformity resulting from faulty or negligent handling; non-compliance with instructions or recommendations in operation or maintenance manuals and other documents,
c) installation, erection, modification, commissioning, or pre-commissioning, in each case not carried out by Siemens Energy,
d) non-reproducible software errors,
e) defects which do not significantly impair the use of the respective Works.

10.3 The Customer shall immediately notify Siemens Energy in writing of any Defects without undue delay. Upon such written notification, Siemens Energy shall, at its option, remedy a Defect by repair, replacement, or re-performance. Siemens Energy shall be given a reasonable period of time and opportunity to remedy the Defect. For this purpose, the Customer shall grant Siemens Energy working access to the non-conforming Works, shall undertake any necessary dis-assembly and re-assembly, and shall provide access to operation and maintenance data, all at no charge to Siemens Energy. Upon Siemens Energy's request, the Customer shall ensure that title to the replaced defective parts shall transfer to Siemens Energy.

The Customer shall be responsible for the customs clearance in the country where the project of the Works provided is located and for the further transport from the places of delivery for all equipment necessary to remedy the Defect. Upon request of the Customer, Siemens Energy shall be obliged to reimburse the Customer for all such customs duties (if any) against documentary proof and invoice.

Insofar as a part has to be merely delivered, the Customer shall immediately inspect that part and shall notify Siemens Energy in writing of any Defects without undue delay. Customer's claims for defects shall be excluded for any apparent defects, if the Customer has failed to do so.

10.4 Unless otherwise agreed, the defects liability period for any part of the Works is 12 months starting at the date of transfer of risk.

For replaced or repaired parts of the Works, the defects liability period is 6 months from the date of replacement or repair, if the original defects liability period for the Works expires earlier. In any event, the defects liability period shall end no later than 24 months from the beginning of the original defects liability period.

Siemens Energy is not liable for any Defects unless notified in writing by the Customer to Siemens Energy before the end of the defects liability period.

10.5 If software is defective, Siemens Energy shall only be obliged to provide the Customer with an updated version of the software in which the defect has been remedied when Siemens Energy can be reasonably expected to provide such updated version or, if Siemens Energy is only licensee, such updated version is reasonably available from Siemens Energy's licensor. If the software has been modified or individually developed by Siemens Energy, Siemens Energy shall in addition provide the Customer with a workaround or other interim error correcting solution until the provision of an updated version of the software in which the defect is remedied, if such workaround or interim solution is feasible at reasonable expense and if otherwise the Customer's business operations would be stopped or substantially impeded.

10.6 If Siemens Energy carries out remedial work and it is ultimately not established that there was a Defect, the Customer shall pay Siemens Energy for such remedial work including error diagnosis and reperformance.

10.7 Any other liability of Siemens Energy and any claims, rights and remedies of the Customer in case of defects of the Works shall be excluded except as expressly stipulated in this Clause 0 or in Clause 16.2b), provided that a material breach shall only exist if Siemens Energy failed at least three times in remedying the Defect. All warranties, representations, conditions, and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded from this Contract.

11. Intellectual Property Rights

11.1 If a third party asserts legitimate claims against the Customer that the Works infringe an IPR owned by such third party, then subject to the following provisions of this Clause 11, Siemens Energy shall, at its option and expense, either:

a) obtain a right to use the relevant IPR in connection with the Works; or
b) modify the Works so as not to infringe the relevant IPR; or
c) replace the infringing part of the Works.

If, in the opinion of Siemens Energy, none of the foregoing is reasonably possible, Siemens Energy may take back the relevant part of the Works and reimburse the price for such part.

11.2 Siemens Energy's obligations in Clause 11.1 are subject to the following conditions:

a) the Customer has immediately notified Siemens Energy in writing of the third party's claim and furnished Siemens Energy with a copy of each communication, notice or other action relating to the alleged infringement.
b) the Customer does not acknowledge an infringement and provides Siemens Energy with the authority, information and assistance reasonably required by Siemens Energy to defend or settle such claim; and
c) Siemens Energy is given sole control of the defence (including the right to select counsel), and the sole right to settle such claim.

If the Customer ceases to use the Works or any relevant portion thereof, it shall notify the third party in writing that this cessation of use is not an admission of IPR infringement.

11.3 Any claims of the Customer shall be excluded if the Customer (including its agents, employees or contractors) is responsible for the IPR infringement. The Customer shall be deemed responsible for the claimed IPR infringement if, without limitation, it was caused by (i) specific demands of the Customer, (ii) use of the Works for a purpose or in a manner not foreseeable by Siemens Energy, (iii) a modification of the Works by the Customer, or (iv) use of the Works in connection with other equipment.

11.4 This Clause 11 sets forth Siemens Energy's entire liability for infringement of third party IPRs. Any other claims, rights, and remedies of the Customer shall be excluded.

12. Liability

Unless explicitly stipulated in this Contract, this Clause 0 shall exclusively govern the liability of Siemens Energy for damages, costs and expenditures, regardless of the legal theory upon which it is based, including, but not limited to liability in contract, in tort (including negligence), misrepresentation, indemnity, under warranty or otherwise.

12.1 Siemens Energy shall be liable for bodily injuries and for intentional acts or omissions pursuant to the applicable law.

12.2 Siemens Energy shall in no event be liable, whether pursuant to any indemnity or in contract, tort (including negligence and statutory duty) or otherwise for loss of profit or revenue, loss of production, interruption of operations, loss of use, cost of capital, loss of interest, loss of information and/or data, for claims arising from Customer's contracts with third parties, loss of hydrocarbons, loss of power, voltage irregularities, frequency fluctuations, cost of purchased or replacement power and/or for any indirect or consequential damage.

12.3 Siemens Energy's total liability, whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall not exceed for loss of or damage to Customer's property €1,000,000.

12.4 For the avoidance of doubt, the same shall apply to damage or loss caused to the Works by Defects or remedial work carried out by Siemens Energy after delivery to or acceptance of the Works by Customer, as the case may be.

Notwithstanding the foregoing, Siemens Energy's total aggregate liability whether pursuant to any indemnity or in contract, tort (including negligence and breach of statutory duty) or otherwise arising by reason of or in connection with the Contract shall in no case exceed the Contract Price.

12.5 Any limitations of liability set forth in this Contract shall also apply for the benefit of Siemens Energy's Affiliates, subcontractors, employees, agents or any other person acting for Siemens Energy.

12.6 The limitations of liability set forth in this Clause 0 or in any other Clause of the Contract shall not apply in the case of mandatory liability.

12.7 If the Customer is not or shall not be the sole end user and ultimate owner of the Works or is procuring them for the benefit of any kind of joint venture, the Customer shall, in every contract in connection with the Works or parts thereof with the end user, ultimate owner or joint venture participants obtain written assurances from its contracting party of limitations and exclusions of liability in favor of Siemens Energy, Siemens Energy's directors as well as Siemens Energy's employees, agents, suppliers and subcontractors (the "**Protected Entities**") at least equivalent to those afforded to Siemens Energy, under the Contract. Customer shall indemnify and hold harmless Protected Entities against any liabilities incurred by Protected Entities in excess of those that would have been incurred had the Customer complied with its obligation arising out of the preceding paragraph.

12.8 Any and all liability of Siemens Energy under this Contract shall cease with the expiry of the defects liability period of the Works.

12.9 Any rights and remedies of the Customer against Siemens Energy that are not expressly stipulated in the Contract shall be excluded.

12.10 To the extent the Works include supervision, Siemens Energy is only obliged to provide correct and clear instructions and shall not be liable for the consequences of any non-compliance with those instructions.

13. Assignment and Subcontracting

13.1 The Customer may not assign this Contract or any part thereof without Siemens Energy's prior written approval.

13.2 Siemens Energy may transfer, assign, or novate the Contract or any part of it to an affiliated company (**"Affiliate"**), being Siemens Energy itself and any corporation, company, or other legal entity that is affiliated to Siemens Energy pursuant to Sec. 15 et seq. German Stock Corporation Act (AktG).

13.3 Siemens Energy 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 Siemens Energy to such third party.

13.4 Siemens Energy may sub-contract parts (but not all) of the Works.

14. Confidentiality and Data Protection

14.1 The parties shall use any documents, know-how, data or other information provided by the other party ("**Information**") exclusively for the purpose of this Contract and keep the same confidential subject to the following. The parties may disclose Information to employees of the receiving party and to third parties who reasonably need to know such Information for the purpose of the Contract provided such employees and third parties are bound by equivalent confidentiality obligations. The party disclosing Information shall be held liable for a breach of such obligations by its employees or a third party.

14.2 This confidentiality obligation shall not apply to 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 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).

14.3 The Customer shall only be entitled to take photographs or videos or to otherwise record the performance of the Works with Siemens Energy's prior consent.

14.4 This confidentiality obligation shall survive the expiration or termination of this Contract for 5 years.

14.5 Siemens Energy and the Customer shall comply with the statutory provisions relating to protection of personal data. The Customer is obliged to create the prerequisites required by law (e.g. to obtain declaration of consents) to enable Siemens Energy to perform the Works without any breach of law. The Customer is advised to take appropriate measures – as far as possible – to prevent access of Siemens Energy to personal data or trade secrets of the Customer while providing the Works. In the event that it cannot be prevented that Siemens Energy is granted access to personal data of the Customer, the Customer is obliged to inform Siemens Energy in due time before the Works are performed. The Customer and Siemens Energy shall then agree on the actions to be taken.

15. Suspension

15.1 Siemens Energy may suspend performance of its obligations under the Contract if (i) the Customer delays in making any payment or in providing any payment security required under this Contract for

more than 30 days, or (ii) the Customer fails to perform those of its obligations necessary for Siemens Energy to provide the Works, or (iii) the Customer otherwise materially breaches the Contract.

15.2 If Siemens Energy suspends the Contract in accordance with Clause 15.1 or in the event the Customer suspends the Contract without the express written agreement of Siemens Energy, the Customer shall become immediately liable to pay Siemens Energy for all parts of the Works already provided. The Customer shall further reimburse Siemens Energy all reasonable additional costs and expenses incurred as a result of such suspension (e.g. payments to subcontractors, cost of waiting time, demobilization and remobilization, etc.). Any contractual dates shall be extended for a reasonable period to overcome the effects of the suspension.

16. Termination

16.1 Either party may terminate this Contract with immediate effect by written notice, if the other party becomes bankrupt or insolvent, has a receiving order made against it or compounds with its creditors, or carries on business under a receiver, trustee or manager for the benefit of its creditors or goes into liquidation.

16.2 Save as provided under Clause 6.4 and Clause 16.1, the Customer may terminate the Contract only in the circumstances set out below and in each case upon 14 days written notice to Siemens Energy:

a) in the event of delay, if the maximum liquidated damages under Clause 4.3 are payable, a reasonable additional period of time for provision of the Works has been granted to Siemens Energy and has expired, and Siemens Energy within that time has not provided a commitment to pay further liquidated damages exceeding the before-mentioned maximum liquidated damages in respect of the continuing period of delay, or
b) in the event Siemens Energy has materially breached the Contract and has not remedied the breach within a reasonable period after receiving written notification of the breach from the Customer.

16.3 Any termination by the Customer shall not affect those parts of the Works already delivered or performed in accordance with the Contract prior to the termination. In the event of termination in accordance with Clause 16.2, the Customer shall remain liable to pay Siemens Energy for all parts of the Works already delivered or provided prior to termination. The Customer shall be entitled to compensation for the costs incurred in excess of the Contract Price if it had the defective Works completed by a third party. For the avoidance of doubt, Clause 0 shall apply in case of termination. The right to rescind the Contract is excluded.

16.4 Notwithstanding any other rights it may have under this Contract, Siemens Energy may terminate the Contract

a) if the Customer comes under the direct or indirect control of any competitor of Siemens Energy; or
b) if the Customer materially breached the Contract and has not remedied the breach within a reasonable period after a notification by Siemens Energy or is in delay in making any payment or in providing any payment security required under this Contract for more than 60 days; or
c) if the Contract has been suspended for more than 60 days.

16.5 In the event of termination by Siemens Energy, Siemens Energy shall be entitled to recover from the Customer the Contract Price less any saved or avoided expenditure and any additional cost and expenses incurred by Siemens Energy due to such termination.

17. Dispute Resolution and Applicable Law

17.1 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 substantive laws of Switzerland excluding the choice of law rules. The UN Convention on Contracts for the International Sale of Goods (CISG) shall not apply.

17.2 If a dispute arises out of or in connection with this Contract, the responsible representatives of the parties shall attempt, in fair dealing and good faith, to settle such dispute. Upon request of a party, a senior management representative of each party shall participate in the negotiations. Each party shall be entitled to terminate these attempts by written notification to the other party(-ies) at any time.

Nothing in this Clause shall limit the right of the parties to seek relief intended to preserve the status quo or interim measures in any court of competent jurisdiction, or from an emergency arbitrator or arbitral tribunal.

17.3 The parties shall attempt to agree on a procedure for alternative dispute resolution ("**ADR**") and the applicable procedural rules (including time limits) within 14 calendar days after a termination notice under Clause 17.2 has been received by the other side. If the parties fail to agree on such procedure each party shall be entitled to refer the dispute to arbitration pursuant to Clause 17.4.

17.4 All disputes arising out of or in connection with the Contract including any question regarding the termination or any subsequent amendment of the Contract shall be finally settled in accordance with the Rules of Arbitration of the International Chamber of Commerce ("**ICC**"). If the value of the total matter in dispute, including the value of any counterclaims, is € 1 million or above, the expedited procedure provisions of the Rules shall not apply, and the arbitral tribunal shall consist of three arbitrators. If the tribunal consists of three arbitrators, each party shall nominate one arbitrator for confirmation by the ICC. Both arbitrators shall agree on the third arbitrator, within 30 days after their appointment. Should the two arbitrators fail to reach agreement on the third arbitrator within the thirty-day period, the ICC shall select and appoint the third arbitrator.

17.5 The seat of arbitration shall be Zurich, Switzerland. The language to be used in the procedure and the arbitration proceeding shall be English. Any order for the production or disclosure of documents shall be limited to the documents on which each party specifically relies in its submission(s).

17.6 Consolidation of arbitrations pending under the Rules of Arbitration of the ICC into a single arbitration shall only be possible if all parties have agreed to consolidation.

17.7 Upon request of a party, the arbitral tribunal shall order any claiming or counterclaiming party to provide security for the legal and other costs of any other party related to that claim or counterclaim, by way of bank guarantee or in any other manner and upon such terms as the arbitral tribunal considers appropriate.

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18. Export Regulations

18.1 If the Customer transfers goods (hardware and/ or software and/ or technology as well as corresponding documentation, regardless of the mode of provision) delivered by Siemens Energy or works and services (including all kinds of technical support) performed by Siemens Energy to a third party worldwide, the Customer shall comply with all applicable national and international (re-) export control regulations. In any event the Customer shall comply with the (re-) export control regulations of the Federal Republic of Germany, of the European Union and of the United States of America.

18.2 If required to conduct export control checks, the Customer, upon request by Siemens Energy, shall promptly provide Siemens Energy with all information pertaining to particular end customer, destination and intended use of the goods, works and services provided by Siemens Energy, as well as any export control restrictions existing.

18.3 If goods are delivered under the Contract to a third country outside the EU under FCA and/or FOB Incoterms 2020, or other delivery terms where the Customer is responsible for the transport nature and/or the transport company and/or the transport route, the Customer confirms that the route for the transportation of the goods under the Contract to the place of destination will not transit any country sanctioned by the Federal Republic of Germany, by the European Union and/or by the United States of America.

The Customer may not commission a company to transport the goods which

- is established or registered in Russia or Belarus; or
- is owned for 25 % or more by a Russian or Belarusian natural or legal person, entity or body; or
- use (semi-)trailers registered in Russia or Belarus;

The Customer shall ensure that this prohibition is agreed for any subcontracting.

The Customer shall provide Siemens Energy no later than two weeks prior to any delivery with all information on the transportation that is required by Siemens Energy to perform its obligations defined by the underlying contract with the Customer regarding the performance of export formalities (i.e.: EORI or TCUI No. of Transportation Company, means of transport at point of departure within EU (incl. number plate), the name, address, commercial register number of the transportation company or freight forwarder, type and identification (number plate, flight number, vessel name & vessel ID) for means of transport for EU border crossing, transport equipment – indication (e.g., if container(s) are used – container numbers and allocation of positions).

18.4 The Customer shall indemnify and hold harmless Siemens Energy from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations and violation of this Clause by the Customer, and the Customer shall compensate Siemens Energy for all losses and expenses resulting thereof, unless such non-compliance was not caused by fault of the Customer. This provision does not imply a change in the statutory burden of proof.

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19. Ban on re-exports to Russia and Belarus („No-Russia-Clause“)

19.1 Siemens Energy hereby prohibits to the Customer, and the Customer agrees, not to re-export and/or forward, directly or indirectly, to Russia or Belarus or for use in Russia or Belarus any goods (hardware and/or software and/or technology and related documentation, regardless of the mode of provision) sold, supplied, transferred or exported by Siemens Energy to the Customer under this Contract.

19.2 Siemens Energy shall be entitled to terminate this Contract by written notice in the event of a breach by the Customer of the obligation pursuant to 19.1of this Contract. Upon termination, the Customer shall pay to Siemens Energy all costs and damages incurred by Siemens Energy from such termination. In any case, the Customer shall pay Siemens Energy liquidated damages in the amount of 10 % of the purchase price / delivered goods value.

19.3 Notwithstanding the provision in 19.2, the Customer shall indemnify and hold harmless Siemens Energy in full from and against any claim, proceeding, action, fine, loss, cost and damage asserted by public authorities or other third parties against Siemens Energy arising out of or relating to a breach by the Customer of the obligation under 19.1 of this Contract and the Customer shall compensate Siemens Energy for all losses and expenses incurred resulting thereof.

20. Miscellaneous

20.1 Siemens Energy shall not be obligated to fulfill this Contract if such fulfillment is prevented by any impediments arising out of national or international foreign trade or customs requirements or any embargoes or other sanctions .

20.2 If any provision of this Contract is prohibited or declared invalid or unenforceable by a court of competent jurisdiction, this shall not affect the validity or enforceability of any other provision. The parties shall use their reasonable efforts to substitute such provision by a legal, valid or enforceable one with the same or a similar result.

20.3 Any amendments, changes or additions to this Contract must be made in writing in the form of a written agreement signed by authorised representatives of both parties.

20.4 No delay or omission by either party in exercising any right, power or remedy provided by law or under this Contract shall affect, impair or operate as a waiver of such right, power or remedy.

20.5 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party acknowledges that in entering into this Contract it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

20.6 This Contract is drawn up in the English language. If this Contract is translated into another language, the English language text shall in any event prevail.

21. Cybersecurity

21.1 Cybersecurity Definitions

"Bug Fix" means any correction of software errors in the Product.

"Cyberthreat" means any potential circumstance, event or action that could damage, disrupt or otherwise adversely impact Customer's network and information systems (including the Product/s), the users of such systems and other persons.

"Penetration Testing" means the method that evaluates the security of a computer system or network by simulating an attack, whereby instability may occur during system operation, communication between equipment and computer networks.

"Intended Use" means any use of the Products for devices or systems within its intended or defined purpose.

"Patch" means an Update that fixes a Vulnerability.

"Product(s)" means products, services, solutions and systems consisting of hardware and/or software which are sold, licensed or otherwise made available to the Customer by Siemens Energy, irrespective of whether the manufacturer is Siemens Energy or a third party, and the respective services rendered by Siemens Energy. Provided however, that making available shall not include soliciting of respective transactions between the Customer and a third party, such as brokering third party apps on Siemens Energy platforms.

"Update" means any software which primarily contains Bug Fix, Patches and/or minor enhancements or improvements of the Product but does not contain significant new features.

"Vulnerability" means a weakness, susceptibility or flaw in a Product that can be exploited by a Cyberthreat.

21.2 Customer's Responsibilities and Obligations regarding Cybersecurity

The Customer is solely responsible for the conception, implementation, and maintenance of a holistic, state-of-the-art cybersecurity concept to protect its enterprise with all plants, systems, machines and networks, for which the Products are provided, against Cyberthreats. Such cybersecurity concept shall at least comply with ISO/IEC 27001, IEC 62443 and/or, if applicable, NERC CIP.

The Customer's cybersecurity concept should inter alia include:

- restricting access to the Customer's premises, plants, systems, machines, and networks strictly to essential personnel and areas only.
- installing Updates as soon as they are available or applying other appropriate countermeasures.
- complying with Siemens Energy security advisories and other guidelines.
- if Vulnerabilities are identified by the Customer, the Customer shall notify Siemens Energy in writing without undue delay. Customer hereby acknowledges that delay in such communication may exacerbate any Vulnerabilities and fully assumes the risks and liabilities of such delay. Customer shall cooperate with Siemens Energy and must not disclose or notify the Vulnerability without the prior written consent from Siemens Energy, unless such disclosure or notification is required to comply with mandatory legal regulations.
- connecting the plants, products, systems, machines and networks, for which the Products are provided, to other networks, such as the enterprise network or the internet must only be done where absolutely necessary and only when appropriate security architecture and measures

(e.g. firewalls, network client authentication and/or network segmentation) are in place and securely configured.

- not connecting Bluetooth, USB, or any devices to the Product unless having ensured security of such device and following relevant Siemens Energy security procedures.
- minimizing the risk of a malware infection through malware scanners with approved compatibility by the manufacturer or other appropriate protective measures.
- raising the awareness of the Customer's personnel towards dangers associated with Cyberthreats by, e.g. regular communication and training.

Customer shall not perform

a) any Penetration Testing involving the Product without having agreed with Siemens
b) unauthorized modification of the system configuration or security level; or
c) the installation of Patches or Updates which are not authorized by Siemens Energy.

21.3 **Cybersecurity Warranty**

Although Siemens Energy uses commercially reasonable effort to provide its Product free of viruses and protect it against attacks prior to delivery, Siemens Energy does not warrant or guarantee that any Product will be secure from Cyberthreats and does not contain any Vulnerability.

If Siemens Energy identifies exploitable Vulnerabilities in the Products during the warranty period, Siemens Energy shall provide the Customer upon Siemens Energy’s sole discretion either with a Patch, an Update or another mitigation measure.

Unless required otherwise by mandatory law, any security Updates or Patches shall be at the Customer’s expense and are not included in the Contract Price.

The obligations of Siemens Energy as set forth in this Section 3 shall be the exclusive remedy and in lieu of any other rights and remedies the Customer may have with respect to Cyberthreats or Vulnerabilities and any damage suffered therefrom whether under contract, law or otherwise.

Unless otherwise agreed in writing, any right of the Customer to claim damages resulting from or related to Cyberthreats or Vulnerabilities, such as but not limited to loss or manipulation of data, downtime, business interruption, lost profit, cost for Product reset and/or data reconstruction, regardless of the legal basis, but in particular resulting from any duty under the agreement or as a result of any tortious act, is hereby excluded.

The Products are designed, manufactured, tested or intended as described by Siemens Energy. Customer shall not use the Products for other than Intended Use.