

## General Terms and Conditions

### 1. General

These General Terms and Conditions are incorporated in all contracts with OptimaPlus Consult S.R.L., having its headquarters in Bucuresti, Str. Belizarie Nr. 16-20, Bl. 10/1, Sc. B, Et.4, Ap. 34 (hereinafter referred to as the "Agent") with a contractual partner (hereinafter referred to as the "Principal"). Consequently, these terms and conditions shall also be valid for all future contractual relationships between the Principal and the Agent. Provisions, which alter or annul these General Terms and Conditions shall only be valid upon written confirmation thereof by the Agent. Deviating, conflicting or supplementary terms and conditions do not constitute an integral part of the contract unless their validity has been expressly agreed upon in writing. The standard form referring to the Principal's terms and conditions is hereby contradicted.

### 2. The Object of the Agreement

The Agent shall provide corporate consultancy services to the Principal. These include consultancy services with particular regard to market entry, networking and lobbying (establishing contacts), internationalization, export consultancy and marketing, the procurement of and search for strategic partners, suppliers, customers, marketing-, operational-, and internationalization projects, from corporate financing as well as project financing, mediation to corporate or project subsidies and grants ("Funded Projects"), M&A transactions, sales and marketing optimisation, internationalisation and other areas of business management. Details such as project goal(s), consultancy services in individual project phases, scope, duration, and fees and invoicing procedures arise from the respective service packages agreed upon with the client. In addition, an assignment description shall be documented in a separate offer that, once signed by both the Principal and the Agent, shall stipulate the object and scope of the assignment. This documented offer is an exemplary way of recording and/or illustrating the consultancy services for individual project phases. This form of documentation and/or illustrations shall depict the considerations at the time the offer is drawn up and is based on standard processes; the Agent can supplement or amend the documentation unilaterally as and when required during the course of the project, if, according to the Agent's assessment, the project goal, as given in the assignment description, can, as a result, be reached better or more efficiently. For the duration of the contract, the Principal is bound not to assign another company to provide the same or similar services ("Exclusivity").

### 3. Services provided by the Agent

The Agent shall be obliged to provide the agreed consultancy services punctually in individual project phases, as agreed in the assignment description and in accordance with Section 2 of the "General Terms and Conditions". Although the Agent ensures the highest possible care and diligence throughout all consultancy services, neither warranty nor guarantee can be given to reach project goals as regards timeliness or contents as no "Contract for Work and Services" is to be concluded. The Agent shall be under no obligations to the Principal with regard to a successful outcome. The Agent does not conduct consultancy services involving tax issues or legal matters, hence the Principal shall be expressly advised to have all analyses and business recommendations resulting from the Agent's consultancy services reviewed separately and case for case in terms of fiscal and legal implications. If need be, the Agent is to name possible contact persons.

### 4. Project Team

The Agent shall provide a project team to complete the contractual assignment and the team head shall be named in the assignment description. The Agent may involve further team members as and when required during the course of the project. Unilateral changes in personnel with regard to project management shall bear no consequences on the validity of the contract. In agreement with the Agent, external consultants shall be commissioned directly by the Principal. The Agent may, if so desired, make suggestions and recommendations. The involvement of relevant, external experts is intended for specific activities, which are not included in the exemplary list of services offered by the Agent (e.g. technology consultancy, rationalization measures, production process optimization, location optimization etc) in so far as these activities cannot be handled internally on the part of the Principal. Both companies named in Section 1 of the "General Terms and Conditions" may undertake services within the scope of the agreed consultancy services in individual project phases and the respective company involved shall invoice the Principal directly according to the performance volume as defined in the assignment description.

### 5. The Principal's support and co-operation

The Principal shall be aware that, in giving his full support, he will be contributing significantly to reaching project goals. The Principal shall, therefore, guarantee all organizational, technical and commercial assistance to enable the defined project goals to be reached within the agreed time period. The Principal shall ensure that the organizational framework is conducive to fulfilling the contracted consultancy services at his place of business, allowing an undisturbed and efficient consultancy work process to be undertaken. The Principal shall furthermore provide the Agent with comprehensive information regarding all previously and/or currently conducted consultancy transactions, also including those in other specific fields. Should insufficient support on the part of the Principal prevent the attainment of the defined project goals, this constitutes an important reason for the Agent to terminate the contract in accordance with Section 7 of the "General Terms and Conditions". In detail, the Agent may request to communicate directly with public authorities (inland revenue, city treasury, funding offices, chambers, social security offices etc), to undertake the professional preparation of general business data, finance data and project data, and of technical specifications for all projects covered by this agreement, in as far as the implementation of these services by the Agent is not explicitly agreed upon in the assignment description, and also necessary detailed data and detailed information through employees of the Principal. The Principal shall be generally obliged to ensure that all necessary documents pertaining to the implementation and completion of the consultancy assignment and/or project goals shall be presented to the Agent in a timely manner and, furthermore, to inform the Agent of all transactions and circumstances which may be relevant to the implementation and completion of the consultancy assignment and/or attaining project goals. This also applies to all documents, procedures and circumstances, which first become known after the Agent has commenced consultancy activities. The Principal shall delegate an inhouse commercial and technical contact person for the respective project. Furthermore, the Principal shall ensure that all staff and the legally stipulated or, if applicable, established workers' council are informed about the Agent's activities prior to their commencement. The Principal shall instruct and authorize the Agent to obtain documents, data and information pertaining to the project from authorities and institutions by order of and for account of the Principal.

### 6. Calculation of fees and invoicing

The calculation and invoicing of fees may take place either according to completed time units or as a project flat rate or as a monthly flat rate or upon reaching certain project goals (success-related fee) or as a combination of the above-mentioned invoicing methods. The invoicing variant for each specific assignment or assignments shall be given in the assignment description. In so far as nothing to the contrary is agreed in the assignment

description, and depending on the agreed invoicing variant/variants, the calculation of fees shall follow the guidelines given below:

- (a) agreements with daily and/or hourly rates: the fee shall be invoiced on the last day of the respective month whereby each unit of time worked during that month shall be calculated as starting after the first 15 minutes, and shall be based on the agreed hourly rate. If a daily rate is agreed upon, then the hourly rate shall hereby be calculated as one eighth of the agreed daily rate. The Principal may, at any time, demand from the Agent an itemization of all units worked. If, at the end of the given time period, an agreed minimum contract volume has not been fulfilled, the Agent shall, nevertheless, be entitled to invoice the project volume that has, up to that point in time, not yet been fulfilled.
- (b) agreements with project flat rates: one third of the total fee shall be invoiced at the start of the project, a further third shall be invoiced halfway through the agreed project duration as stated in the assignment description and one third after completion of the project.
- (c) agreements with monthly flat rates: the agreed flat rate shall be invoiced on the last day of the respective month irrespective of the time units completed up to that point in time.
- (d) agreements with a success fee: the success fee for the agreed amount shall be invoiced at that point in time when the agreed success parameters have been met. The Agent shall also be entitled to receive the full success fee, if the agreed success parameters are met within a period of 24 months after conclusion of the mandate (assignment). Provided that no other measurable success criteria have been agreed upon, the direct and indirect additional turnover from new markets and/or market segments and/or customers shall be valid as a basis for the assessment for marketing, sales and internationalization projects. The transaction volume shall be valid as a basis for assessing the achievement of project goals for M&A projects, funded projects and financing projects whereby a possibly graduated percentage of the transaction volume shall be used to calculate the success fee. The transaction volume that shall be used as a valid basis for the calculation of the success fee shall hereby be defined as being: the inflow of all capital and monetary value resources to the Principal, the capital growth resulting from activities conducted as contractually stipulated and, fundamentally, all authorized or approved financing resources resulting from this contract or from the Agent's intervention on behalf of the Principal, and all companies connected or related to the Principal and also the transaction volume for any companies due to be acquired. The term "transaction", which leads to a transaction volume, shall also include *inter alia*: the sale/exchange of share rights ("share deal"), the sale/exchange of assets ("asset deal"), the founding of a new company and/or joint ventures (with possible transfers of assets to these), the contribution of additional equity, the contribution of external financing, the assumption of liabilities, guarantees, financial funding, mezzanine capital and other financing means. Furthermore, the total remuneration (in any form whatsoever) for buying and selling business shares or assets shall be regarded as transaction volume and shall thereby constitute the total value of (i) cash shares to be paid, either in one or several stages, (ii) debts assumed in any form whatsoever, (iii) the subscription of capital and/or deposits in any form whatsoever (iv) the exchange of shares in any form whatsoever, and (v) the waiver of liabilities. The fee invoiced by the Agent shall not lessen the calculation basis for the transaction volume. At that point in time when the transaction volume has been confirmed, the agreed success parameters shall be regarded as being in effect. In the case of multiple approvals for finance to be received, invoicing shall take place on an individual basis pro usage i.e. as finance is received. A minimum success fee may be agreed upon in the assignment description, and, in the event of meeting the agreed success parameters, this shall be invoiced accordingly.

### 7. Contract duration, project duration, cessation of contract, obligations, compensation fee

Contracts shall come into effect upon the date of signatures rendered by the contract parties thereto. An estimated project duration may be defined in the assignment description. The validity period of the contracts shall cease at the end of that calendar month in which the estimated project end falls, as calculated from the estimated project duration, and calculated from the first day of the contract coming into effect. If the estimated project duration is exceeded, both partners are at liberty to extend the contract by mutual agreement. If no contract duration or estimated project duration has been agreed upon, then the contract shall be concluded for an unspecified period of time and can be terminated in writing subject to a termination notice of three months to the end of the corresponding calendar month. A contract that has not been concluded for a specified period of time may be terminated during the contract validity period by the Principal for reasons other than a serious breach of obligation on the part of the Agent or force majeure by means of a unilateral written statement. In this case, and also in the event of the Principal terminating contracts with an unspecified validity period, the contract shall, with due consideration to the following provisions regarding billing and to any compensation fees for that current calendar month, be deemed terminated:

- (a) agreements with daily and/or hourly rates: the Agent shall be entitled to issue an invoice for the time worked up to that point in time when the contract was terminated. In the case of a contractually agreed, but not yet achieved minimum volume, the Agent shall be further entitled to a compensation fee to the amount of the project volume not yet accomplished.
- (b) agreements with project flat rates: the Agent shall be entitled to issue an invoice for work in process pro rata for the hitherto project duration and proportionate to the agreed estimated project duration as given in the assignment description. The Agent shall be further entitled to a compensation fee amounting to the project volume not yet brought to account and/or the project flat rate not yet brought to account.
- (c) agreements with monthly flat rates: the Agent shall be entitled to issue an invoice for the full amount for the current calendar month. Only in the case of a contractually agreed minimum project duration, shall the Agent be further entitled to a compensation fee to the amount of the monthly flat rates not yet completed and/or not yet invoiced.
- (d) agreements with success fees: in the event that the agreed success parameter had been met at that point in time when the contract was terminated, the Agent shall be entitled to issue an invoice for the full amount of the success fee. If, at the time of the termination of the contract, the success parameters had not been achieved or achieved only in part, the Agent shall be further entitled to a compensation fee amounting to at least the agreed minimum success fee (see Section 6 (d)). If no minimum success fee has been agreed upon, then the success fee shall amount to at least the agreed project flat rate or the total of agreed monthly rates or the actual hours worked multiplied by the standard hourly rate. The Agent shall, moreover, also be entitled to receive the full success fee, if the agreed success parameters are met within a period of 24 months after termination of the contract or if any or more are brought to a close by the Principal. For purposes of accurately calculating claims, the Agent shall, at the request of the Principal, provide and pay for a sworn chartered accountant's expert report on the fulfillment of the defined success parameters in the relevant time period. The Principal may terminate contracts at any time and with immediate effect on grounds of a serious breach of obligation on the part of the Agent or on grounds of force majeure by means of a unilateral declaration of intent sent by registered mail, whereby in this case no compensation fee shall fall due. The Agent may terminate contracts on important

grounds, for example insolvency procedures pertaining to the Principal's assets, default of payment despite final demands and an appropriately extended deadline, inadequate support from the Principal in accordance with Section 5 of the General Terms and Conditions, breach of agreed exclusivity (as per last sentence, Section 2 of the General Terms and Conditions), or violation of Section 12 of the General Terms and Conditions. Notice of termination shall be sent by registered mail. The legal implications in this case (particularly with regard to termination, invoicing and any compensation fees), shall bear the same consequences as if the contract were terminated by the Principal in a unilateral, written statement made during the contract validity period for reasons other than a serious breach of obligation on the part of the Agent or a force majeure. All provisions in Section 9 to Section 13 of these General Terms and Conditions and all provisions ruling payment and a possible compensation fee also retain their validity at all events, even after termination of the contract by one of the contractual partners.

#### **8. Travelling, incidental expenses and cash expenditure**

In the course of providing their services, the Agent may be required to travel within and outside Austria and Romania. The Agent shall always inform the Principal thereof prior to the journey which shall only take place with the Principal's approval. Travelling time starts on leaving the client or the Principal's office and ends on commencing work or on arrival at the hotel and begins at the end of work or on leaving the hotel and ends on returning to the client or to the Principal's office. Travelling time shall be charged by the hour (see Section 6(a)). All incidental travelling expenses and costs shall be borne by the client. Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to the Agent (Management Consultant) by the Principal separately, upon submission of the appropriate receipts. Night allowances shall be reimbursed if hotel bills are not submitted. Driving to and from clients shall be classified as part of working hours providing each single journey does not exceed two hours. Driving time over and above this shall be considered as travelling. Incidental expenses constitute those expenses that are necessary to fulfil the consultancy assignment, particularly with regard to costs for administration and non-skilled work, telecommunications, photocopying, revenue stamps *inter alia* and other miscellaneous cash expenditure. Similar expenses for international consultancy projects may be brought to account by means of an additional charge amounting to 3% of the agreed fee; costs in excess of this, shall be due for that volume which significantly exceeds the usual coverage.

#### **9. Terms of payment**

All payments shall be paid promptly and without deductions to the Agent's account. All fees stated in the assignment description are exclusive of and subject to statutory turnover tax (VAT). In the event of default of payment, the statutory default interest shall be brought to account at a minimum rate of at least 12% per annum, or at the statutory default interest rate, should the statutory default interest rate be higher. The Principal shall be further obliged to repay immediately all dunning and debt collection costs as part of damages caused by delay of payment. In this event, the Agent shall be entitled to bring to account all incurred dunning charges and/or expenses in accordance with the currently applicable maximum listings subject to regulations on the maximum rates for debt collection institutions. On the intervention of a third party who charges dunning and debt collection costs in accordance with the respective legal regulations (RATG (Attorneys' Tariff Act), Debt Collection Laws and Regulations etc), the Principal shall be obliged to pay these dunning and debt collection costs.

#### **10. Confidentiality**

The Agent shall be under obligation at all times, even after completion of the project, not to disclose confidential information to other persons other than to those expert consultants, and those executives or employees of the Agent or associated companies, who are required to receive and acknowledge this information for the purpose of conducting transactions in line with their responsibilities and who shall be informed by the Agent about the confidential nature of the information. The Principal shall agree, however, to the transaction being mentioned in the Agent's reference list (without disclosing details). In the same manner, this confidentiality also applies to all confidential information placed at the Principal's disposal by the Agent.

#### **11. Warranties and liability**

The Agent shall be entitled and obliged, irrespective of fault, to rectify any signs of incorrectness and deficiencies in his performance. The Principal's right of warranty shall expire six months after the respective services have been fulfilled. Compensation claims by The Principal against the Agent for this assignment shall be limited to those instances where an intentional or grossly negligent breach of loyalty and due diligence on the part of the Agent can be proven. This shall also apply, in a similar manner, to damages that can be traced back to third parties called in by the Agent. The Agent does not assume responsibility towards the Principal for any production standstill, loss of profit, downtime, failure to conclude contracts or other subsequent damages in whatsoever form. With regard to the liability amount, liability shall, in any event, be limited to the value of the paid fees. Compensation claims have to be made legally valid within six months of having knowledge of the loss or damage otherwise the claim expires. In all cases, The Principal must supply evidence that the loss or damage can be traced back to the Agent being at fault. If the Agent provides his services with the assistance of a third party and, if, in this connection, warranty and/or liability claims against this third party arise, then the Agent assigns these claims to the Principal. The Principal shall, in this event, make claims primarily against this third party.

#### **12. Intellectual property protection**

The copyright on all work created by the Agent and his employees and assigned third parties (particularly with regard to offers, reports, analyses, expert reports, organizational plans, programmes, performance descriptions, concepts, calculations, drawings, data carriers etc) shall remain with the Agent. These may be used by the Principal during and after termination of the contractual relationship exclusively and only for purposes stipulated in the contract. In particular, The Principal shall not be entitled to photocopy and/or distribute the documentation (documents) without the explicit consent of the Agent. Under no circumstances whatsoever shall any liability arise on the part of the Agent to any third parties for any unwarranted reproduction and/or distribution of the documentation, particularly with regard to the accuracy of the documentation. A breach of these stipulations on the part of the Principal shall entitle the Agent to terminate the contract with immediate effect in accordance with Section 7 of the "General Terms and Conditions".

#### **13. Severability clause, invalid provisions, contractual gaps, miscellaneous**

If the preconditions for the project change to such a significant extent due to circumstances beyond the influence and power of the Agent, and the project either cannot be carried out at all or only with considerably more time and effort, then the conditions of this contract shall be adapted appropriately. If parts of the agreement or parts of the "General Terms and Conditions" are invalid, this shall not affect the validity of the agreement or the "General Terms and Conditions" per se, but these respective parts shall be replaced by provisions that come closest to the economic targets and goals of the agreement. Additions and/or changes to a contract shall only be possible by mutual consent and shall only be valid when concluded in writing. All agreements are subject to Austrian law, even if Austrian law refers to foreign law (conflict of laws rules). It is been mutually agreed that Vienna shall be the sole jurisdiction for all legal disputes resulting either directly or indirectly from the business relations between the Principal and the Agent.

#### **14. Personal data protection**

The parties must comply with the rules and obligations imposed by the current provisions regarding the protection of personal data.

The parties are aware that the European rules in Regulation 679/2016 apply to any data controller or processor located in the European Union and to any person processing personal data of data subjects located in the European Union or providing them services. Therefore, the parties confirm full compliance with the following provisions, including but not limited to:

- the ability to respect the rights of data subjects regarding the deletion, correction, or transfer of personal information;
- notification in the event of a data breach to all relevant recipients, within a maximum period of 72 hours and, in the case of the Parties, no later than 24 hours from the moment such a data security breach comes to its attention;
- fulfillment of all mandatory duties regarding documentation compliance with Regulation 679/2016.

The parties may use the personal data of signatories within the limits of the contract they have concluded, which is the legal basis for processing. Any additional processing or processing for another purpose is subject to a separate data processing agreement concluded between the parties. Also, the storage period of personal data processed under the contract is limited to the period corresponding to the achievement of the main object of the contract.

Personal data exchanged between the parties cannot become accessible or communicated to unauthorized third parties or made available for use in any other way. Therefore, the parties will take all necessary technical and especially organizational measures regarding the obligations assumed by this clause:

- preventing unauthorized persons from gaining access to data processing systems used to process or use personal data;
- preventing unauthorized use of data processing systems;
- ensuring that persons who have the right to use a data processing system have access only to data to which they have the right of access, and that personal data cannot be read, copied, modified, or deleted without authorization during processing or use and after storage;
- ensuring that personal data cannot be read, copied, modified, or deleted without authorization during electronic transmission or transport, and that it is possible to verify and establish which organizations are intended to receive the transfer of personal data by means of data transmission;
- ensuring that they can verify and establish whether and by whom personal data has been entered, modified, or deleted in/from data processing systems;
- ensuring that, in the case of personal data processing, data is processed strictly in accordance with the contract concluded between the parties;
- ensuring that personal data is protected from accidental destruction or loss;
- ensuring that data collected for different purposes can be processed separately.

Bucharest, February 2025