

General Terms and Conditions (GTC) Croatia

1. Scope

- 1.1 These general terms and conditions (hereinafter referred to as "GTC") of BE-terna d.o.o., Strojarska 20, 10000 Zagreb, Croatia, OIB: 41289820841 (hereinafter referred to as "BE-terna"), shall apply exclusively. The version of the GTC that is valid at the time of the order shall be authoritative. Rights to which BE-terna is entitled according to the statutory provisions beyond the GTC shall remain unaffected.
- 1.2 These GTC shall also apply if BE-terna provides services without reservation in the knowledge of terms and conditions of the Customer that conflict with or deviate from these GTC. BE-terna does not recognize any terms and conditions of the Customer that conflict with or deviate from these GTC unless BE-terna has expressly agreed to their validity in writing.
- 1.3 Our GTC shall only apply to entrepreneurs, legal entities under public law and special funds under public law.
- 1.4 Insofar as other, special conditions also apply to certain services of BE-terna, these shall take precedence over these GTC in case of doubt.

2. Offer, conclusion of contract and scope of services

- 2.1 Offers of BE-terna are non-binding. If the Customer's order meets the requirements of a binding contract offer, BE-terna may accept it within two weeks. The contract shall not be concluded until BE-terna accepts the order or send the goods. This shall also apply if BE-terna has provided the Customer with technical documentation (e.g. drawings, data sheets, specifications), other product descriptions or documents - also in digital form - to which BE-terna reserves property rights and copyrights.
- 2.2 The scope of the contractually owed service results from the order confirmation by BE-terna and, if applicable, from further service descriptions, whereby these can also be provided electronically. If such descriptions are not available, the offer of BE-terna shall be authoritative.

3. Software products

- 3.1 For BE-terna proprietary software products (including localizations, add-ons, and other products distributed under separate license agreements), the applicable BE-terna license terms shall prevail over these GTC in case of conflict.
- 3.2 Software products and services provided by third parties are subject exclusively to the applicable third-party terms and conditions. Where BE-terna passes through such third-party products or services to the Customer, they are provided "as-is"; the Customer's rights and remedies are limited to those available under the respective third-party terms. Upon request, BE-terna will make available the relevant third-party term.

4. Change Request

- 4.1 Changes to the service description require a separate written agreement.
- 4.2 The Customer shall compensate BE-terna separately for any changes made at the Customer's request that deviate from the original agreement.

5. Cooperation obligations

- 5.1 To the extent necessary or expedient for the fulfilment of Services, the Customer shall cooperate with BE-terna ("Cooperation Obligation"). The Customer shall ensure that the defined and necessary obligations to cooperate are fulfilled in a timely manner, to the required extent, and free of charge for BE-terna.

- 5.2 This Cooperation Obligation includes, but is not limited to, (i) personnel, technical equipment and space on its premises to the extent reasonably required for the performance of the services, (ii) timely provision, compilation or creation of all information reasonable required for the performance of the services, (iii) creation of relevant backups to avoid data loss, (iv) provision of necessary environments (development, test and production environment)

6. Agreed dates

- 6.1 Unless expressly agreed otherwise, agreed dates shall be deemed guidelines for which no liability shall be assumed.
- 6.2 A party shall also be released from its deadline obligations in the case of deadlines agreed as binding if the delays are caused by the other party. This includes, in particular, delays caused by the Customer's inability to provide the promised personnel resources or information/documents.

7. Prices, terms of payment

- 7.1 The services will be performed by BE-terna at the prices listed in the order confirmation.
- 7.2 In the case of remuneration based on time and material costs, a working day of 8 hours is assumed. If less than 8 hours are worked on a working day, remuneration shall be paid pro rata for the actual working time.
- 7.3 Unless otherwise agreed, the prices quoted are exclusive of travel costs, travel time, and expenses, which shall be invoiced separately.
- 7.4 Services requested by the Customer rendered outside business hours shall be subject to the following additional costs as percentage of the agreed price of the service per hour of rendered services:
 - Work at night (Monday-Friday, 6.30 pm - 6.30 am), 50%
 - Work on Saturdays, 50%
 - Work on Sundays, 100%
 - Work on public holidays, 150%If two items overlap, the higher rate shall apply. In the case of work at night on Sundays or public holidays the rate for work at night shall apply in addition to the respective rates for work on Sundays and public holidays
- 7.5 Payments are due within 14 days after receipt of the invoice without deduction.
- 7.6 All prices quoted are subject to the applicable statutory value added tax.
- 7.7 In the case of continuing obligations, BE-terna is entitled to adjust the prices once per year based on the development of the Consumer Price Index (Indeks potrošačkih cijena (IPC), published by Croatian Bureau of Statistics) since the start of the continuing obligation, or, if applicable, since the last price adjustment, whereby the determination of the specific amount of the price adjustment shall be made by BE-terna at its reasonable discretion with up to 5% maximum deviation from the Index.

8. Handover, acceptance

- 8.1 The overall acceptance shall take place after completion of the overall performance. In the case of software deliveries, this shall be deemed to have been performed upon installation of the software on the Customer's hardware and handover of the documentation.
- 8.2 Acceptance of the subject matter of the contract shall be subject to a successful functional test, which shall commence within five working days at the latest after BE-terna has notified

the Customer of the functional capability. Complaints must be notified to BE-terna in writing without delay.

- 8.3 After a successfully completed functional test, the Customer must declare acceptance in writing without delay.
- 8.4 Acceptance may not be refused due to insignificant defects. BE-terna may request the Customer to submit a declaration of acceptance within a reasonable period of two weeks. If the Customer does not specify the reasons for his refusal of acceptance within this period, acceptance shall be deemed to have been granted upon expiry of the period.
- 8.5 The above statements shall also apply to partial acceptances. BE-terna may demand partial acceptance whenever a self-contained development unit or development stage has been completed.

9. Warranty

- 9.1 Claims for defects on the part of the Customer presuppose that the Customer inspects the service immediately after receipt to ensure that it is free of defects and that it has complied with its statutory obligations to inspect and give notice of defects.
- 9.2 In case of a material defect, BE-terna shall initially be entitled to subsequent performance. In such case, BE-terna shall be entitled to either rectify the defect or to make a replacement delivery at its own discretion. In case of a rectification of defect, the delivery via download of a software update which fixes the defect and, if requested by Customer, assistance in installing the software update shall be deemed sufficient. In case of a replacement delivery, Customer shall be obliged to accept newer versions of the BE-terna software unless acceptance of such newer version would constitute an unreasonable impairment of Customer. In case of defects of title, BE-terna shall, at its own discretion, modify the software so that it no longer infringes third-party rights or provide Customer with the opportunity to use the software in a legally unobjectionable way.
- 9.3 The right of Customer to rescind the contract or to abate the remuneration pursuant to the statutory provisions shall remain unaffected.
- 9.4 If complaints turn out to be unjustified and if BE-terna has not given cause for the complaints, the Customer shall reimburse BE-terna for the costs incurred by BE-terna in connection with the alleged subsequent performance and which BE-terna were entitled to consider necessary under the circumstances.
- 9.5 Warranty claims, with the exceptions of claims for damages, shall become time-barred after six months. In case of delivery of BE-terna Software via download, the limitation period shall begin upon notification of the possibility to download the software.

10. Liability

- 10.1 The parties shall be liable to each other in accordance with the statutory provisions, unless otherwise stipulated in the following provisions of this Section 10, while mutually recognizing that it is impossible to produce an error-free software system considering the complexity of the software systems and current technical capabilities.
- 10.2 BE-terna shall not be liable in case of slight negligence. This shall not apply in the event of a breach of a material contractual obligation (i.e. an obligation the fulfillment of which is a prerequisite for the proper performance of the contract and on the fulfillment of which the other party regularly relies and may rely); in this case, however, BE-terna's liability for damages shall be limited to the foreseeable damage typical for the contract, which shall in no event exceed the total amount of payments for delivered services delivered under this GTC within the past six (6) months effective from the date of the initial damage occurrence.

10.3 The foregoing exclusions and/or limitations of liability shall not apply

- (a) in case of intent or gross negligence;
 - (b) in case of culpable injury to life, body and health;
 - (c) in cases in which BE-terna has fraudulently concealed a defect or has assumed a guarantee.
- 10.4 Neither party shall be liable to the other for any indirect, consequential, or special damages, including, without limitation, lost profits, loss of business, loss of use, loss of production, interruption of business, loss of goodwill, or any economic loss arising out of or in connection with this GTC.
 - 10.5 The foregoing Sections 10.1 to 10.4 shall apply mutatis mutandis in favor of BE-terna's Affiliated Companies, agents and vicarious agents.
 - 10.6 BE-terna's liability for loss of data shall be limited to the usual recovery effort that would have been incurred if back-up copies had been made regularly and in a manner commensurate with the risks.

11. Open Source Software

In view of the fact that open source software is provided without any obligation to pay a fee, liability for damages resulting from the provision of such open source software is limited to intent and gross negligence.

12. Rights of use

- 12.1 BE-terna grants to the Customer the simple, non-exclusive right to use the services provided under this contract for their own purposes, e.g. as part of their data processing programs. Any further use or exploitation by the Customer shall be excluded.
- 12.2 BE-terna is free to create similar work products for third parties.

13. Data protection, secrecy

- 13.1 BE-terna will process and/or otherwise use personal data within the scope of the relevant statutory regulations in a manner that complies with data protection and data security requirements. If required, the contracting parties shall conclude a separate agreement in writing on commissioned processing in accordance with applicable laws.
- 13.2 Both BE-terna and the Customer shall be obligated to treat all confidential information, business secrets and trade secrets obtained within the scope of the contractual relationship as confidential and, in particular, not to disclose such information to third parties or to use it for purposes other than contractual purposes. Confidential information is information which a reasonable third party would consider worthy of protection or which is marked as confidential. The obligation to maintain confidentiality shall not apply to information that is already lawfully known to the contractual partners, becomes known outside the contract without a breach of a confidentiality obligation, or must be released due to an obligation imposed by a state court or state authority.

14. Non-Solicitation

- 14.1 Both during the term of any agreement subject to these GTC and for a period of two years after its termination, the Parties are prohibited from soliciting employees of the other Party for their own purposes or for the purposes of third parties, from inciting third persons to solicit or from assisting them in solicitation activities.
- 14.2 For each case of violation of this prohibition, the violating Party shall pay a contractual penalty in the amount of three gross monthly salaries of the enticed person per enticement attempt to the other Party. Each individual solicitation attempt against each individual employee shall be deemed an independent

violation of this prohibition. This shall not affect the right to claim further damages. This Section 14.2 shall not apply if an employee of either Party applies on their own initiative for an open position of the other Party.

15. Compliance with law: Anticorruption and Sanctions

15.1 The Customer hereby represents, warrants and covenants that:

- 15.1.1 The Customer and each of its controlling entities or persons, Affiliates, partners, officers, directors, employees and agents involved in the Relevant Undertaking¹ will comply at all times in connection with and throughout the course of the Relevant Undertaking, with all applicable Anti-Corruption Laws².
- 15.1.2 In connection with the Relevant Undertaking, neither the Customer nor any of its controlling entities or persons, Affiliates, partners, officers, directors, employees or agents will offer, promise or give, nor have they, as at the effective date, offered, promised, or given money or anything of value, directly or indirectly, to (i) any Government Official³ in order to influence official action or otherwise obtain an improper advantage; (ii) any other person while knowing that all or any portion of the money or thing of value will be offered or given to a Government Official in order to influence official action or otherwise obtain an improper advantage, or (iii) any other person in order to induce him or her to act disloyally or otherwise improperly.
- 15.2 The Customer is not a Restricted Party⁴ nor is it subject to any Economic Sanctions Program⁵.
- 15.3 The Relevant Undertaking shall not directly or indirectly be resold, assigned, exported, re-exported, imported, transferred, made available or provided to any corporation, organization, entity or person that is a Restricted Party or is subject to an Economic Sanctions Program.
- 15.4 The Customer undertakes to maintain the above statements and warranties in force for the duration of this Agreement. In addition, the Customer shall immediately inform BE-terna of any breach of statements and warranties or in the event that any such statement or warranty is no longer true or accurate; in such event, BE-terna reserves the right to (i) require the Customer to take the immediate and appropriate remedial actions and/or (ii) terminate this Agreement.
- 15.5 If there is a national or supranational law or regulation that is directly applicable to the Customer and it considers that it could affect the compliance of Section 15.2 and Section 15.3, the Customer shall immediately notify BE-terna. In such event, BE-terna reserves the right to take appropriate remedial actions or terminate this Agreement.
- 15.6 Any breach of this Section 14 shall be deemed a material breach of this Agreement.

16. Other

- 16.1 BE-terna is entitled to suspend its services temporarily if the Customer fails to fulfill its contractual obligations (including these GTC).

16.2 The right of Croatia excluding the conflict of laws rules of the respective private international law as well as the UN Convention on Contracts for the International Sale of Goods and the place of jurisdiction Zagreb

16.3 Unless otherwise stated in the order confirmation, BE-terna's place of business shall be the place of performance.

16.4 Should individual clauses of these terms and conditions be or become invalid in whole or in part, or should the contract contain a loophole, this shall not affect the legal validity of the remaining provisions.

16.5 Amendments and supplements must be made in writing. This shall also apply to the amendment and cancellation of the written form requirement itself. The requirement of written form shall also be satisfied by electronic form by means of a simple electronic signature using an e-signature tool, unless otherwise provided by law.

Status as of: 26.02.2026

¹ "Relevant Undertaking" means the subject matter of this agreement.

² "Anti-Corruption Laws" means all applicable laws, statutes, codes, and regulations prohibiting bribery and combatting corruption, including, but not limited to, the US Foreign Corrupt Practices Act, which prohibit corrupt offers of anything of value, either directly or indirectly, to a government official or private sector employee to obtain business.

³ "Government Official" includes anyone working for or on behalf of a national, state, provincial or local government department, body, agency or other government entity (including government-owned or controlled companies) or any public international organization. The term also includes political parties, party officials and candidates for political office.

⁴ "Restricted Party" means any person (including any natural person or government or private entity) that is (i) the subject of restrictive sanctions, (ii)

located in or organized under the laws of any country that is the subject to Economic Sanction Programs or (iii) owned or controlled by any of the foregoing.

⁵ "Economic Sanction Program" means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any authority, that could be applicable to the Customer or any of its controlling entities or persons, affiliates, partners, officers, directors, employees, agents involved, and/or to the transaction under this Agreement and the Relevant Undertaking, and including, in any case, (i) the U.S. government, including the list of Specially Designated Nationals and other sanctions administered by the Office of Foreign Assets Control of the United States Department of the Treasury ("OFAC"), (ii) the United Nations Security Council and, (iii) the European Union.