

General Terms and Conditions for PURCHASE and SERVICE Contracts of RWE Renewables ("GT&C")

SCOPE

This document applies to RWE Renewables GmbH and its affiliates in Poland. Therefore, where the document refers to 'RWE' it means RWE Renewables GmbH and its affiliates in Poland.

1. VALIDITY OF THE CLIENT'S TERMS AND CONDITIONS

These Terms and Conditions of for purchase and service contracts shall be taken as a basis for all purchase orders for the delivery of goods or the provision of services and apply exclusively as herein amended. If this version conflicts with a translation in a foreign language, the English version shall be exclusively binding. Conflicting or additional terms and conditions of the Contractor are objected to. They shall only apply, if the Client has agreed to them, or to parts thereof, expressly and in writing.

2. ORDER OF PRECEDENCE

In terms of their nature and scope, the services shall be governed, in the following order of precedence, by:

- the stipulations in the purchase order,
- the further terms and conditions of contract set out in the purchase order, as well as specific and general technical terms and conditions,
- the Client's building site rules, if of relevance
- these General Terms and Conditions for Purchase and Service Contracts
- statutory laws.

3. OFFER

In its offer, the tenderer shall strictly adhere to the specifications and the wording of the request for an offer. Any and all deviations shall be expressly pointed out. The offer shall be made free of charge.

4. PURCHASE ORDER

4.1 Purchase orders must be in writing. Communication by electronic data transmission shall also comply therewith. Verbal collateral agreements relating to a purchase order shall only be binding, if the Client confirms them in writing. This also applies to subsequent amendments and additions.

4.2 The purchase order shall be acknowledged by the Contractor within ten working days by signing, with legal validity, and returning the copy of the purchase order (purchase order acceptance) envisaged for this. Purchase orders which the Client communicates by electronic data transmission may be acknowledged by the Contractor in the same manner.

5. SUBCONTRACTORS

5.1.1. Except with the Client's prior written consent, the Contractor may not, either in whole or in part, transfer its obligations arising from the contract to other parties or outsource to other undertakings the services and works assigned to the Contractor. This also applies to services which the Contractor's business is not geared to. With regards to construction works in the meaning of Article 647 of the Polish Civil Code, subcontracting is not permitted. Outsourcing of parts of the service by a subcontractor to another undertaking shall likewise be subject to the Client's prior written consent. The Contractor shall ensure that provision safeguarding this is included in the contract with its subcontractor.

5.1.2. In respect of the tasks assumed by subcontractors, the Contractor shall impose upon the subcontractors all obligations which the Contractor has assumed in relation to the Client and shall ensure that the subcontractors comply with those obligations.

5.1.3. If subcontractors are appointed, the persons responsible at the Contractor and at the subcontractors appointed by the Contractor shall ensure compliance with the provisions under the law on-the-job safety, as well as further rules and regulations prescribed by the Client, and shall document this in a written form. The Client shall receive a duplicate thereof.

5.2. The subcontractors, or the services to be outsourced to subcontractors, shall be designated as early as upon submission of the offer.

5.3. In the subcontractor contract, the Contractor shall place the subcontractor under an obligation to hand over to the Contractor, for submission to the Client, the essential up-to-date certificates from the tax office and from the relevant social insurance institutions, as well as work permits if essential. The Contractor shall impose upon the subcontractor all obligations concerning the tasks assumed by it and ensure compliance therewith.

5.4. The Contractor may not hinder its subcontractors from concluding with the Client contracts for other deliveries / services. Particularly impermissible are exclusivity agreements

with third parties which hinder the Client or a subcontractor from procuring deliveries / services required by the Client itself, or by the subcontractor, for the handling of such orders.

5.5. If the Contractor appoints workers or undertakings as subcontractors without prior written consent as required under subsection 5.1, or if the Contractor breaches the duties under subsection 5.3, the Client shall have the right to rescind the contract and/or demand contractual penalty in the amount of [*] PLN/ [2%] of the contract value, for each and every violation of subsection 5.1 and 5.3. The Client may seek compensatory damages for any damage exceeding the contractual penalty.

6. EXECUTION, ENVIRONMENTAL, SAFETY, HEALTH PROTECTION, QUALITY

6.1. The Contractor shall take account of the generally recognized technical rules, the respective statutory and official regulations and the Client's company rules and regulations. In particular, the Contractor shall take account of the content of statutory health and safety regulations and in addition the Client's HSE Requirements (attached as Schedule 1) as well as of collective bargaining agreements and other internal regulations in that regard, if applicable. This particularly includes the drawing-up of risk assessments for the activities to be carried out and the work resources used.

6.2. Deliveries of machinery and technical work resources shall include assembly and operating instructions, an EC declaration of conformity, a CE sign and, where appropriate, a design examination certificate in accordance with the relevant regulation. Preference shall be given to delivering technical work resources which bear a CE sign. If no CE sign is issued, compliance with the regulations stated above shall be proven by the Contractor.

6.3. The Contractor shall be obliged to test the goods in accordance with general industrial standards and, on request, make the test results available to the Client free of charge. The Client shall also be entitled to test the goods, including the right to carry out tests of the goods prior to their delivery to the Client. Tests within this meaning shall not be deemed to be an acceptance test.

6.4. In the case of delivery of hazardous materials within the meaning of the Regulation on Carriage of Hazardous Materials [Ustawa o przewozie towarów niebezpiecznych], product information - particularly current EC safety data sheets in Poland - shall be sent to the Client in good time prior to delivery at the point of delivery. The same applies to information on marketing restrictions required by law. The stipulations laid down in the Act on Carriage of Hazardous Goods shall be complied with.

6.5. Use of materials which are carcinogenic, toxic to reproduction or mutagenic shall be generally avoided. If deviations here from are necessary, the Client shall be informed in writing prior to delivery / use. Protective measures resulting from this shall be jointly agreed upon.

6.6. If the Contractor maintains a quality assurance system, e.g. as per DIN EN ISO 9001 - 9003, the Client or a third party contracted by the Client shall be entitled to examine the system upon prior agreement of an appointment with the Contractor.

6.7. In respect of replacement parts and spare parts, the Contractor shall state all characteristics clearly described, e.g.:

- Manufacturer
- Type
- Numbers (purchase order-, article-, identification-)
- dimensions
- material
- designations of standards, such as DIN, IEC, ISO etc.

If articles / equipment to be delivered contain materials, or use operating materials, which are subject to the Regulation on Carriage of Hazardous Materials [Ustawa o przewozie towarów niebezpiecznych] those materials shall be declared accordingly.

6.8. The Contractor shall, without undue delay, notify the Client of misgivings as to the envisaged method of execution or as to performance on the part of other contractors, in so far as this relates to the Contractor's scope of the order.

6.9. The Contractor shall adapt itself to the working hours applicable at the place where the service is to be rendered. The Contractor's authorized representatives and personnel shall be obliged to use the Client's attendance time recording system.

6.10. The Contractor and its subcontractors shall appoint personnel who are qualified, have been instructed and have been medically examined commensurately with the responsibilities to be executed and in accordance with the principles of the applicable provisions of law. Corresponding up-to-date proof of qualifications and examinations shall be submitted at the Client's request.

The Client reserves the right to carry out, in the course of the works, checks as to compliance with occupational health and safety regulations by the Contractor and the subcontractors

appointed by it

6.11. The Contractor undertakes not to expose any person with whom it comes into contact, in connection with the performance of its responsibilities for the Client, to any unjustified discrimination or harassment. The Contractor further undertakes to expressly point this obligation out to its employees and place them under a corresponding obligation.

6.12. The Contractor shall be obliged to comply with the site's rules of conduct relating to emergency management which are made known to it.

6.13. For good cause, the Client shall be entitled to demand that personnel of the Contractor be replaced. In particular, this shall apply, if there are justified doubts as to possession of necessary experience or qualifications or if on-the-job safety stipulations/ environmental protection stipulations are not observed. The Contractor undertakes to provide a qualified replacement in those cases. Agreed dates shall remain unaffected by this. Replacement of personnel by the Contractor shall be subject to the Client's prior written consent. The Contractor shall bear all extra costs in connection therewith.

6.14. The Contractor undertakes to indemnify the Client against all damage and costs (including costs relating to the pursuit of rights) resulting from breaching of legal standards which is attributable to the Contractor or any of its employees or subcontractors.

6.15. The Client shall record all accidents occurring at work, or on the way to or from work, in respect of its own personnel and external personnel working for the Client. Recording shall serve to improve on-the-job safety and fulfill statutory obligations.

If an employee appointed by the Contractor or by one of its subcontractors suffers an accident on the way to or from the place of performance (accident occurring on the way to or from work) or at the place of performance in the course of exercising agreed responsibilities (accident at work), the Contractor shall, without undue delay, give the Client's on-site safety specialist written notification of this and of further details regarding how the accident occurred. Reporting of an accident shall not release the Contractor from existing statutory duties to report, determine the causes and consequences of the accident and take appropriate measures to prevent similar accidents, as per the Polish Labour Code [Kodeks Pracy] and respective labour law regulations.

7. "UN GLOBAL COMPACT" INITIATIVE AND EU COUNTER-TERRORISM REGULATIONS

7.1. RWE attaches overriding importance to social responsibility as part of corporate activities. Consequently, it participates in the "United Nations Global Compact" initiative. The initiative is based on ten fundamental principles intended to make globalisation more socially and economically beneficial and prevent corruption. Our RWE Code of Conduct refers to the UN Global Compact principles and can be downloaded from the Internet at <https://www.group.rwe/en/the-group/compliance/code-of-conduct>. The Contractor shall be obliged to observe those principles.

7.2. For the purpose of counter-terrorism, the ban on the direct and indirect provision of monies and economic resources to certain individuals, legal entities, groups and organisations has been introduced by the European Union Council Regulation (EC) No. 881/2002 and (EC) No. 2580/2001, which apply directly in every member state of the European Community. The Contractor undertakes to observe this ban and check its business partners and employees as to whether their name and identity exist in the lists of named individuals, legal entities, groups or organisations published as annexes to the Regulations. Implementation of transactions with those persons, groups or organisations shall be refrained from.

8. INSURANCES

For the duration of the contract, including warranty periods and limitation periods for defect-related claims, the Contractor must maintain liability insurance cover with terms and conditions customary in this branch of business (minimum amount of cover: 1.5 million EUR per occurrence of damage). The Contractor shall prove this at the Client's request.

9. DELIVERY PERIOD / PERFORMANCE PERIOD

9.1. Dates for delivery or performance stated in the purchase order are binding. The Contractor shall be obliged to inform the Client in writing, without undue delay, if circumstances indicating that the agreed date cannot be complied with occur or become evident to the Contractor.

9.2. The Contractor may only plead non-receipt of necessary documents to be supplied by the Client, if the Contractor has not received those documents within a reasonable period despite a prior written request.

10. DISPATCH

10.1. The transportation option which is most favourable for the Client shall be chosen, except where the Client has expressly stated certain carriage instructions. The consignments shall be

packaged in such a manner that transport damage is avoided.

10.2. The purchase order particulars (purchase order number, purchase order date, point of delivery, name of consignee where appropriate and, material number), along with the dispatch address, shall be stated in the transportation documentation.

10.3. The Contractor shall bear costs arising as a result of misdirected deliveries, in so far as the Contractor assumes responsibility for transportation or in so far as misdirecting is attributable to the Contractor.

10.4. The Contractor shall only be entitled to deliver / perform by sections with the prior written consent of the Client.

10.5. Signing of the delivery note shall not signify recognition that the goods delivered conform to the contract.

11. ENTRY TO AND DRIVING ON THE WORKS GROUNDS / BUILDING SITE

11.1. Entry to and driving on the works grounds / building site shall be subject to timely registration. Instructions issued by the Client's specialist personnel shall be followed. Traffic law regulations shall be complied with. Regardless of the legal grounds, the Client and its employees shall only be liable for gross negligence and intent, also for ordinary negligence in cases of injury to life, body or health.

11.2. If services are rendered on the works grounds / building site, the corresponding building site rules shall apply. At the time the work is taken up, or on prior request, a counterpart and/or copies of the building site rules, including the schedule of appendices, shall be handed over to the Contractor's supervisors against signature. Knowledge of the content of the building site rules, including the schedule of appendices, shall be confirmed by written declaration.

12. CHANGES TO PERFORMANCE

12.1. The Contractor shall, without undue delay, give the Client written notification of changes to, or expansions of, the scope of delivery / performance which prove necessary in the course of execution. Implementation thereof shall require the Client's prior written consent.

12.2. Within ten calendar days from receipt of change requests from the Client, the Contractor shall examine them as to possible consequences and give the Client written notification of the result. In particular, effects on technical execution, on costs and on the timeschedule shall be pointed out in this connection. If the Client decides in favour of implementation of the changes, the parties to the contract shall adapt the contract accordingly.

13. WASTE DISPOSAL

In so far as waste arises in the course of the Contractor's deliveries / services, the Contractor shall, except where otherwise agreed upon in writing, recycle or dispose of the waste at its own expense in conformity with waste law regulations. Ownership, risk and responsibility under the law on waste shall pass to the Contractor at the time the waste arises.

14. PASSAGE OF RISK

Risk shall only pass to the Client upon hand-over of the deliveries / services to the Client or upon acceptance of the deliveries / services by the Client.

15. DEFECT-RELATED CLAIMS

15.1. The Client shall be fully entitled to statutory defect-related rights. Additionally, the Contractor gives to the Client a warranty, as per Article 577 § 1 of the Polish Civil Code [Kodeks Cywilny] for the period of 2 years from the time of delivery. Under the warranty the Client may, at its option, demand either elimination of the defect or delivery of an item free from defects or, as the case may be, production of a new work. While performing its obligations under this subsection, the Contractor shall take into account the Client's operational concerns. For the avoidance of doubt, the Client may exercise the warranty rights independently of the statutory defect-related rights.

15.2. The limitation period for defect-related claims shall be extended by the period between lodging of the defect-related complaint and elimination of the defects. In order for the Client to keep the defect-related claims, it is sufficient that the Contractor has been notified of the defect before the expiry of the warranty period. The remedying action may take place after such period.

15.3. If parts of the good delivered or service performed are altered, or are replaced with parts of a different kind, within the framework of defect-related claims, the corresponding replacement parts and spare parts shall be altered or exchanged at the Contractor's expense.

15.4. In the event of rescission, the Client shall be entitled to continue using the Contractor's services free of charge until a suitable re- placement is obtained.

15.5. In the event of rescission, the Contractor shall bear the cost of dismantling / removal, as well as return freight charges, and shall assume responsibility for disposal.

16. DATE-INDEPENDENT CONSISTENCY

The Contractor guarantees that the goods shall show date-independent consistency. This means that, in respect of time-related particulars such as dates, periods and steps in time (hereinafter: date-related particulars), the goods shall work, function and be usable in conformity with the contract, faultlessly and correctly, without limitation, also in interoperation with other goods.

In particular:

- date-related particulars of the goods must not cause any impairment of functionality, operational disruptions or interruptions of operations in respect of the goods or other goods;
- date-related particulars or the processing of date-related particulars must not lead to incorrect results,
- leap years must be correctly calculated and processed.

17. WEIGHTS / QUANTITIES

In the event of deviations in weight, the weight determined by the Client upon receipt of the good / service shall apply, unless the Contractor proves that the weight calculated by it was correctly determined in accordance with a generally recognized method. This also applies analogously to quantities.

18. COMPLAINT RELATING TO DEFECT

In the case of delivery of goods which the Client is required to examine in accordance with section 563 of the Polish Civil Code [Kodeks Cywilny], the period for examining the goods and complaining of any apparent defect in the goods shall be two weeks from the time delivery was taken receipt of. The period for complaining of hidden defects shall be two weeks from discovery of the defect.

19. PRICES / ISSUANCE OF INVOICES / PAYMENTS

19.1. The prices stated in the purchase order are fixed and lump-sum prices. They include all discounts and extra charges. A remuneration for rendering services covers also a transfer of intellectual property rights (if any) made by the Contractor to the Client.

19.2. All prices are deemed to exclude VAT, however in the case any provision of a service or supply of a good is subject to VAT, in compliance with relevant tax law (in particular, the Polish Act on Goods and Services tax), such prices shall be increased by applicable VAT amount and relevant VAT invoice shall be issued (that is in compliance with relevant tax law). Payments that are liable to Polish VAT, in compliance with Polish tax law, shall fulfil the following conditions:

- be completed based on the split payment mechanism (i.e. a given payment is split into a net amount and a VAT amount and transferred to a standard bank account kept by the payee's bank and to a VAT bank account run for this payee by this bank respectively);
- the VAT amount is paid in Polish Zloty, the net amount of the respective payment (excluding VAT) shall be made in the basic currency of a given agreement;
- the conversion of the VAT amount calculated in a currency other than Polish Zloty into Polish Zloty is made in accordance with Polish tax law (in particular, the Polish Act on Goods and Services tax);
- all payments are made to a payee's bank account indicated on the list run by the Polish fiscal authorities ("the white list", published in accordance with Art. 96b sec.1 of the Polish Act on Goods and Services tax).

19.3. If the Contractor is required by law to make a deduction or withholding concerning any sum payable to RWE Renewables (being a payee), the Contractor shall, at the same time as the sum which is the subject of the deduction or withholding becomes payable, make a payment to the payee of such additional amount as shall be required to ensure that the net amount received by the payee will equal the full amount which it would have received had no such deduction or withholding been required.

19.4. Remuneration is only due after delivery of the goods or acceptance of the service. After delivery has been effected / acceptance of the service, the invoices, which are to be issued in duplicate, shall be sent - separately according to purchase orders - to the invoice address stated in the purchase order and in addition to the email address indicated in the purchase order or another tender document. Purchase order numbers shall be stated, and all settlement documents (bills of materials, records of work performed, measurements etc.) shall be enclosed.

19.5. Invoices for partial delivery / a section of a service shall bear the note "Invoice for a partial delivery" or "Invoice for a section". Final invoices shall bear the note "Invoice for a residual delivery" or "Invoice for a residual service".

19.6. Every invoice must separately show the value-added tax owed by law. No original invoices may be enclosed with the consignment of goods.

19.7. The Contractor shall be responsible for all consequences arising on account of non-compliance with the obligations stated in subsections 19.1 to 19.4.

19.8. The Client shall be entitled to rights of set-off and

retention to the statutory extent.

20. NON-ASSIGNMENT OF RIGHTS AND DUTIES

Without a prior written consent of the Client, the Contractor is not entitled to transfer its rights and duties to any third parties, or to commission their recovery by third parties.

21. TERMINATION

21.1. The Client shall be entitled to terminate the contract at any time. Notice of termination shall be given in writing, stating the relevant reason for termination. If one of the parties (subcontractors) to the contract gives notice of termination, the Contractor shall bring it to the Client attention without undue delay and surrender all work documents essential for continuation of the services. If, in such a case, entitlements of the Contractor to residual remuneration are disputed and, for this reason, the Contractor asserts a right of retention at or around the time of notice of termination, the Client may avert any existing right of retention by providing security of sustainable value, at its option. The Client is entitled to fix the sum of this security. Contrary to the consequences of notice of termination provided for by law, the following applies:

21.1.1. If notice of termination is given for a reason attributable to the Contractor, the Client shall remunerate the Contractor, for the services which have been rendered in conformity with the contract up until receipt of notice of termination and which the Client is able to use, on the basis of the agreed price relating to the sections of a service. Damage claims on the part of the Client shall remain unaffected.

In particular, the following reasons for termination shall be attributable to the Contractor:

- The Contractor fails to meet its contractual duties despite a written request and the setting of a reasonable time limit to no avail.

- In connection with the execution of deliveries or services, the Contractor violates, to a substantial extent, public-law regulations or directives which are subject to compensation for loss and a civil fine.

- The Contractor definitively refuses to perform or neglects one or more of its contractual duties.

21.1.2. If the Client gives notice of termination for a reason not attributable to the Contractor, the Contractor shall be entitled to demand the agreed remuneration. However, the Contractor must allow deduction of expenditures which it saves as a result of nullification of the contract or of income which it acquires, or wilfully omits to acquire, by using its labour elsewhere.

21.1.3. The Client may terminate the contract, if the Contractor discontinues its payments or the Contractor is in a state of actual insolvency or threat of insolvency or submitted an application for opening of the restructuring proceedings or an application for the approval of the arrangement adopted in the arrangement approval proceedings. The Client shall, on a pro-rata basis, remunerate the Contractor for the services carried out. The Client shall be entitled to demand from the Contractor compensatory damages on account of non-performance of the remainder.

21.1.4. In so far as there is a reason for termination under both subsection 21.2.1 and subsection 21.2.3, termination under subsection 21.2.1 shall take precedence.

21.2. Until the goods purchased are to be handed over, as per the contract, the Client may at any time rescind a purchase order for deliveries (section 295 of the Polish Civil Code [Kodeks Cywilny]), if, as a consequence of decisions made by a government authority, the Client no longer has any interest in the rendering of the services by the Contractor. The Client may likewise rescind, if the Contractor is in a state of actual insolvency or threat of insolvency or submitted an application for opening of the restructuring proceedings or an application for the approval of the arrangement adopted in the arrangement approval proceedings. In the event of rescission on the part of the Client on account of this subsection, the stipulations above in subsections 21.2.1 to 21.2.3 shall apply in respect of the Contractor's entitlement to remuneration. The Client shall acquire title to the parts of the service remunerated.

22. RIGHTS OF USE AND PROPERTY RIGHTS

22.1. Within its corporate group, the Client may use, irrevocably, without limitation, on a royalty-free basis, the subject of the contract, including the patent rights and other property rights existing with the Contractor before the start of the services and used for the performance of the service. This right of use also gives entitlement to alter the subject of the contract and also covers illustrations, drawings, calculations, methods of analysis, recipes and other works made or developed by the Contractor in the course of the formation and/or implementation of the contract. The Client may make documents available to third parties for the purpose of reproducing re-placement parts or spare parts. The Contractor represents and warrants that no rights of third parties, particularly of its subcontractors, conflict with the granting of the right of use and shall indemnify the Client against claims to this extent.

22.2. The Contractor shall be liable that no third-party property rights or copyrights are infringed as a result of delivery and/or use of the subject of delivery or performance and/or as a result of delivery and/or use of the work produced. The Contractor shall indemnify the Client against any and all third-party claims on account of infringement of those rights and shall also otherwise hold the Client harmless. Repairs may be carried out by the Client or its authorised representatives, even if intellectual property rights of the Contractor exist.

23. MAINTENANCE OF SECRECY, DATA PROTECTION, PROCESSING OF ORDER DATA, SECURITY

23.1. The Contractor undertakes to treat with absolute confidentiality, and use exclusively for the performance of the contract, all information which the Client makes accessible to it in connection with the order. Confidential information within the meaning of this stipulation encompasses documents, particulars, data and other information which are designated as confidential information or are, by their nature, to be regarded as confidential. The duty to maintain secrecy does not apply to information which was already known to the Contractor upon receipt or which the Contractor has acquired knowledge of elsewhere (e.g. from third parties without any reservation as to confidentiality, or through its own efforts).

23.2. The Contractor undertakes to grant access to the Client's confidential information only to employees, subcontractors and suppliers, who have been entrusted with the rendering of services related to the performance of the contract by the Contractor and who have undertaken to maintain secrecy in the same manner. Access shall only be given on a need-to-know-basis and on the condition that such employees, subcontractors and suppliers shall be forbidden to disclose Client's confidential information. On request, the Contractor shall prove to the Client that the obligation has been passed on. All information handed over by the Client shall remain the Client's property. The same applies to copies, even if made by the Contractor.

After the contract has been fulfilled, the confidential information handed over by the Client shall, at the Client's request, and no later than upon expiration of the limitation period for defect-related claims, be fully and automatically returned to the Client or, at its option, be destroyed. The foregoing shall not apply, if statutory periods for retention of records conflict therewith.

23.3. Within the scope in which personal data is transferred between the Parties in connection with the performance of the Contract, the Parties shall process such personal data solely in compliance with the relevant law pertaining to personal data protection, i.e., the General Data Protection Regulation (GDPR), the Act of 10 May 2018 (Journal of Laws of 2018 item 1000) on personal data protection and, on a case by case basis, other national legislation on personal data protection applicable to the processing of personal data in the performance of the Contract.

23.4. The Contractor shall be obliged to ensure and monitor the compliance with the provisions referred to in Par. 23.3 in its organisation. The Contractor shall impose those obligations upon all persons assigned by it to implement the contract, by providing such persons with relevant authorisations. This particularly applies to the obligation to maintain secrecy of the personal data made available to such persons. On request, the Contractor shall prove to the Client's data protection officer, in the form necessary according to the statutory stipulations, compliance with the said obligation.

23.5. Within the meaning of this document, personal data shall refer to the definition in Art. 4.1 of the GDPR and shall mean any information relating to an identified or identifiable natural person ("data subject"). An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

23.6. The processing of personal data, within the meaning of this document shall refer to the definition in Art. 4.2 of the GDPR and shall mean any operation or set of operations which is performed on personal data, whether or not by automated means, such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction.

23.7. The Contractor shall only process personal data within the framework of the performance of the Contract and following the Client's instructions in accordance with the applicable personal data protection regulations. The regulations on the processing of personal data shall further apply *mutatis mutandis*, if inspection or servicing of automated procedures or of data processing systems is carried out by the Contractor and access to personal data cannot be excluded in this respect. The Client shall be responsible for assessing the permissibility of personal data processing and for safeguarding the rights of the data subjects in accordance with the personal data protection laws (right of access to, rectification or erasure of data, etc.).

23.8. Regarding the processing of personal data in conformity with the order, the Contractor shall warrant adequate protection of personal data to ensure the confidentiality, availability and accuracy of the personal data made available and shall, for its part, make sure that the essential technical and organisational security measures relating to personal data protection are adhered to by the Contractor in accordance with the General Data Protection Regulation.

The Client shall be entitled to check, at any time, that the data made available are processed by the Contractor in accordance with the instructions issued and that the technical and organisational personal data protection measures taken are adhered to by the Contractor. The Contractor shall be obliged to provide, in writing, the information essential for monitoring the order and grant the Client the necessary rights of entry, inspection and access. In individual cases, the Client shall be entitled to lay down further technical and organisational measures relating to personal data protection, which the Contractor will be obliged to undertake in order to ensure proper protection of the personal data made available to it.

23.9. Access to data stock of which the Client is the controller, in particular those relating to employees and customers of the Client, shall only be granted in so far as, and to the extent that, this is essential for the proper handling of the work by the Contractor, under the contractual relationship binding the parties in connection with the performance of the Contract.

23.10. After the contractual relationship has discontinued, the Contractor may only continue to store, or retain in some other form, personal data made available only for justified purposes and only, in so far as statutory or contractual periods for retention of records justify their further retention.

23.11. The Contractor shall, without undue delay, inform the Client of all indications of a violation, on the part of the Contractor and/or his subcontractors and/or suppliers, of provisions of data protection regulations or the provisions of this section Maintenance of Secrecy, Data Protection, Processing of Order Data, Security

23.12. The Client may wholly or partly rescind the contract, if the Contractor improperly performs or fails to perform, within a set reasonable period, its duties under this section "Data Protection, Processing of Order Data, Maintenance of Secrecy, Security" or breaches data protection regulations with intent or by gross negligence. The Contractor shall be liable to the Client for all damage resulting to the Client from breaching of the Contractor's obligations. The Contractor shall be liable for the acts and omissions of the persons assisting it in the processing of the personal data made available as for its own acts and omissions.

23.13. The duties of the Contractor, its subcontractors and suppliers as well as the persons assisting the Contractor in the processing of personal data arising from subsections 23.1 to 23.9 of this Section "Maintenance of Secrecy, Data Protection, Processing of Order Data, Security" shall not be affected by discontinuation of the contract binding the Parties. These obligations shall not be subject to a statute of limitations.

23.14. The Client is the controller of the data of the Contractor and the Contractor's contact persons provided to the Client in connection with the performance of the contract. The Client's processing of the data of the Contractor and the Contractor's contact persons shall be carried out in accordance with the applicable personal data protection regulations. The Client's GDPR information clause constitutes an attachment to the order or contract with the Contractor. The Contractor hereby confirms that it has read the Client's GDPR information clause. It is the Contractor's responsibility to communicate this clause, without delay, to the Contractor's contact persons. The Contractor shall be solely responsible for failure to comply with this obligation

23.15. The Client reserves the right to pass on to affiliates of RWE, for the purposes listed in the GDPR information clause, the personal data relating to the Contractor and the Contractor's contact persons which were made available to the Client in connection with the purchase order and reserves the right to store those data, in compliance with applicable provisions on retention and storage of records

23.16. Insofar as, in connection with the performance of the contract, the Contractor will process personal data on behalf of the Client under Article 28 of the GDPR, the Parties will be required to conclude a data processing agreement in accordance with the requirements of Article 28(3) and (4) of the GDPR

23.17. The Parties undertake to monitor regularly changes in the regulations concerning protection of personal data and to adjust the manner of data processing, in particular their internal procedures and methods of securing personal data, to the current legal requirements

24. SAFEGUARDING USE OF INFORMATION FREE FROM DISCRIMINATION

24.1. The Contractor undertakes not to pass on

economically sensitive information, or information providing an economic advantage, which arises from the Client's sphere of influence, which come to its knowledge in the course of implementing the order and which could be of commercial interest to energy distribution, trading, production or generation organisations and/or undertakings.

24.2. Particularly subject to confidential treatment are:

- addresses and load profile data of connected customers
- names of supplying distributors
- information on the readiness of connected customers to change over
- information on potential new customers' interest in being connected
- information on measures for extending the grid and creating access to the grid
- information on inactive house connections
- information on cost-effectiveness criteria for assessing connections and grid extensions

24.3. The Contractor undertakes to expressly point these obligations out to its employees and/or subcontractors and place them under a corresponding obligation.

25. RESERVATION AS TO INTRA-GROUP NETTING

25.1. The Client and RWE undertakings shall be entitled to receivables of the Client, and of RWE undertakings, as joint creditors. According to the Polish Commercial Companies Code [Kodeks Spółek Handlowych] RWE undertakings are all affiliates of the Client and undertakings at home and abroad in which RWE holds a participating interest of at least 50 %.

RWE undertakings may net / set off their receivables against the Contractor's receivables, provided that such settlement is not implicating negative consequences for any of the parties, in particular tax consequences. All substantive and procedural rights which the Contractor has against one joint creditor in respect of a receivable shall also exist in relation to the other joint creditors.

25.2. Regarding the Contractor's receivables against the Client and against RWE undertakings, the Client and RWE undertakings may set off / net with receivables of the Client and receivables of RWE undertakings against the Contractor, provided that such settlement is not implicating negative consequences for any of the parties, in particular tax consequences.

25.3. The above provisions shall also apply, if cash payment on the one hand and submission of bills of exchange on the other hand have been agreed upon or if mutual claims are due on different dates. In this respect, however, settlement shall occur on the value date. In the case of running payment transactions, this entitlement relates to the balance.

25.4. In the case of a plurality of receivables, the Contractor shall waive its right to object to the Client's stipulation of the receivables to be netted.

25.5. On request, the Client shall make available a list of RWE undertakings authorised to carry out intra-group netting.

26. PUBLICATION / ADVERTISING

Evaluation or disclosure, in publications or for advertising purposes, of business relations existing with the Client shall only be permissible with the Client's express prior written consent.

27. SHIPMENT ABROAD

The Contractor is aware that shipment of documents and items of any kind is, in many cases, subject to a permit. In cases where the Contractor ships abroad its own documents or items, or the Client's documents or items, the Contractor shall be responsible for checking whether a permit for such shipment is obtainable and - in so far as necessary for obtaining in due time all essential permits and for compliance with all relevant legal regulations. If those regulations are contravened, the Client shall have the right to assert compensation claims for damage incurred.

28. PLACE OF JURISDICTION

In so far as the Contractor is an entrepreneur or a legal entity within the meaning of the Polish Civil Code [Kodeks Cywilny], a legal entity under public law or a special fund under public law, the place where the Client's registered office is situated shall be the exclusive place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. Over and above the foregoing, the Client shall be entitled to bring an action before the court which has jurisdiction over the place where the Contractor's registered office is situated.

29. CONTRACTUAL LANGUAGE / APPLICABLE LAW

29.1. The contractual language is English. Polish law applies.
29.2. If the Contractor's registered office is situated abroad, Polish law is agreed upon, excluding the law on conflict of laws and excluding the United Nations Convention on Contracts for the International Sale of Goods, of 11 April 1980. Trade terms shall be construed in accordance with the respective valid Incoterms - ICC, Paris.

30. WRITTEN FORM

Subject to the exceptions provided for in section 4., emails do not satisfy the written form within the meaning of these GT&C or within the meaning of individual contracts concluded on the basis hereof. Amendments or additions to these GT&C must be in writing. This also applies to the written form requirement itself.

31. SEVERABILITY CLAUSE

If individual stipulations in these terms and conditions are or become invalid or unenforceable, the contract as a whole and the other stipulations in these terms and conditions shall remain in effect. From the commencement of invalidity / unenforceability, the parties to the contract shall be obliged to replace the invalid / unenforceable stipulation with a commercially equivalent stipulation in so far as possible, taking their mutual interests into account. The same applies mutatis mutandis to omissions.