

# Terms of Use of the OwnersPortal

Valid from: 10 June 2025

These terms and conditions govern the use of a management tool ("**OwnersPortal**") provided by Invesdor Services Ltd. to maintain the Company's ("**Company**") register of security holders ("**Register**"). Invesdor Services Ltd. ("**Service Provider**") provides the OwnersPortal software and related services to both the Company and its security holders.

## 1. Duties and liability of the service provider

- 1.1 The Service Provider undertakes to manage the list of security holders and their holdings ("**Register of security holders**" or "**Register**") in a diligent and reliable manner.
- 1.2 The Service Provider undertakes to keep the Company's register of security holders up to date and available so that the Company can view, download and print an extract from its register at any time.
- 1.3 The Service Provider further undertakes to keep up-to-date information accessible to the security holders about their holdings in companies which are listed as clients in the OwnersPortal.
- 1.4 If the Company has the legal form of a Dutch B.V. ("**Besloten Vennootschap**"), the Dutch Civil Code (Burgerlijk Wetboek, "**BW**") requires that a register of the Company's shareholders and the shares held by them ("**aandeelhoudersregister**") is being kept (Article 2:194 BW). If the Company has the legal form of a Dutch trust foundation (Stichting Administratiekantoor, "**STAK**") the principles of proper administration and accordingly the regulations in the Trust Conditions ("**Administratievoorwaarden**") of the STAK require that a register of the depositary receipt holders and the depositary receipts held by them ("**list of depositary receipt holders**" / "**register van certificaathouders**") is being kept.

If the Company has its registered office in Germany, the German Stock Corporation Act (Aktiengesetz, "**AktG**") requires that a register of the Company's shareholders and the registered shares and interim certificates ("**Aktienregister**") held by them is being kept (section 67(1), (7) AktG).

If the Company has its registered office in Finland, under the Finnish Limited Liability Companies Act ("**Companies Act**"), the board of directors is responsible for keeping a register of the Company's shareholders and the shares held by them ("**Shareholders' list**") (Chapter 3, Section 15).

If the Company has its registered office in Austria, the Austrian Companies Act ("**AktG**") requires that a list of the Company's shareholders and the registered shares held by them ("**Share Register**") is being kept (section 61(1), AktG).

The shareholders' list or the list of the depositary receipt holders is part of the securities holders' register maintained in OwnersPortal, but the competent body of the Company is still responsible for maintaining the shareholders' list or the list of the depositary receipt holders vis-à-vis third parties, as explained in more detail in section 2.4.

- 1.5 The security holders may request information from the Company about the data entered about them in the Register. Insofar as the respective national regulations stipulate a more extensive

right to information in accordance with the registered office of the Company, the Company assures to comply with this accordingly.

- 1.6 The service provider undertakes not to disclose security holder information to others unless otherwise agreed or otherwise provided by law or otherwise required by a valid court order. It may be separately agreed that the service provider may disclose information about security holders of the Company to parties trading in the securities of the Company or offering the securities on a secondary market.
- 1.7 Ultimately, the Company is responsible for ensuring that the Register is up to date and accurate in accordance with the applicable national regulations of its registered office. Pursuant to the OwnersPortal Agreement between the Company and the Service Provider, the Service Provider undertakes to update the Register at the request of the Company and grants the Company access to the OwnersPortal and thus the Register in such a way that the Company can also update the Register information. The Service Provider also undertakes to update the Register in situations where the need for updating is not communicated by the Company, but security holders update their contact information in the system themselves or the Service Provider is otherwise informed of the need for updating.
- 1.8 The Service Provider undertakes to recognise those security holders of the Company who are already in the systems of the Invesdor Group and to avoid the generation of multiple data concerning investors ("**Duplicates**"). In the event that duplicates, errors or other ambiguities are found in the Register, the Service Provider undertakes to notify the Company and assist it in clarifying the situation.

## **2. Obligations of the Company**

- 2.1 Upon entering the OwnersPortal, the Company undertakes to provide the Service Provider with an accurate and up-to-date Register of security holders. Upon transfer of a security held in Ownersportal, the Company undertakes to approve the Register in the form in which it is presented on Ownersportal.
- 2.2 The Company undertakes to provide the Service Provider with relevant information on mergers and acquisitions and other arrangements and changes which may affect or have affected the Register of security holders.
- 2.3 The Company undertakes to inform the security holders that the certificate of ownership can be downloaded from the OwnersPortal if required. The certificate or deed is accessible to those security holders who hold securities in a Company whose securities are registered to OwnersPortal and have a registered profile on the Invesdor platform. The Company also undertakes to authorise the Service Provider or a party appointed by it to sign the certificates or deeds issued on behalf of the Company.
- 2.4 For the sake of clarity, it is noted that despite these terms and conditions and the OwnersPortal Agreement, the competent body of the Company is responsible vis-à-vis third parties for maintaining the list of security holders or its country-specific equivalent in accordance with the respective national regulations.

## **3. Updating the contact information**

- 3.1 The updating of security holder contact information in the OwnersPortal is always done on behalf of the security holder either by the Company or by the Service Provider.

- 3.2 The Company and the Service Provider undertake to inform the other party of any changes in the Register.

## **4. Pricing and terms of payment**

- 4.1 The Company undertakes to pay the Service Fee as agreed in the OwnersPortal Agreement.
- 4.2 The security holders are entitled to use the service without any additional fees.
- 4.3 The service provider has the right to change the prices. The changes will come into effect at the beginning of the next calendar year. The service provider undertakes to inform the Company of the changes one (1) month before the new prices come into force. If the prices are changed, the Company has the right to terminate the Agreement with immediate effect. The termination must be made in writing to the Service Provider within two (2) weeks after notification of the price changes.

## **5. Term and termination**

- 5.1 The contractual relationship runs for an indefinite period.
- 5.2 Except in the case of a price change as explained in section 4.3, either party may terminate the Agreement, either upon the Company's securities being entered into a register operated by an authorised central securities depository or at any time upon thirty (30) days' prior written notice. If the securities are registered in a register operated by an authorised central securities depository, the agreement shall terminate at the beginning of the next calendar month.
- 5.3 If the agreement is terminated, the Service Provider shall transfer the Register of security holders into the possession of the Company.
- 5.4 The Company will notify the security holders of the termination and advise the security holders on how to proceed with future communications with the Company.
- 5.5 In the event of termination initiated by the Company, any fees paid or other payments made will not be refunded.
- 5.6 The right to extraordinary termination remains unaffected by the preceding provisions.

## **6. Liability**

- 6.1 The Service Provider's liability does not extend to situations where information supplied to the Service Provider by the Company or by a security holder is incorrect, inaccurate or inadequate. This includes situations where the error occurred in the Register of security holders taken over by the Company prior to the commencement of OwnersPortal or after a transfer of securities.
- 6.2 Security holders may notify either party of changes concerning their holdings in the Company. The Service Provider's liability does not extend to situations where the Company has failed to pass on the information.
- 6.3 The exclusion of liability does not apply in the event of intent or gross negligence on the part of the Service Provider or its vicarious agents. In the event of a breach of material contractual obligations arising from these Terms of Use, the Service Provider as well as the Company shall be liable for any negligence but limited to the typical and foreseeable damage. Material contractual obligation from the Terms of Use is any obligation that makes the proper fulfilment of the contractual obligations possible in the first place and the non-fulfilment of which would jeopardise the achievement of the purpose of the contractual obligations.
- 6.4 The above limitations of liability do not apply in cases of liability for personal injury.

## **7. Changes to the Terms of Use**

- 7.1 The Service Provider reserves the right to amend these Terms of Use at any time. Changes to the Terms of Use as well as the introduction of additional terms and conditions will be notified to the Company by email within a reasonable period of time in advance.
- 7.2 The Company's consent to the changes shall be deemed to have been given if the Company does not object in writing (to [info@invesdor.de](mailto:info@invesdor.de)) in whole or in part before the date of implementation of the changes. The Service Provider shall make special reference to this effect of approval when notifying the changes.
- 7.3 If the Company objects to the changes, the Service Provider is entitled to terminate the usage relationship. The termination shall take effect at the time the changes come into force. Sections 5.2 and 5.3 of these Terms of Use shall apply accordingly.

## **8. Other provisions**

- 8.1 The Service Provider is entitled to transfer the OwnersPortal Agreement to Invesdor Oy (company ID 2468896-2) at any time. Invesdor Services Oy will inform the Company thereof without undue delay.
- 8.2 Should any provision of the Terms of Use be invalid, the remaining provisions shall remain in effect.
- 8.3 If the Company has its registered office in Germany, the law of the Federal Republic of Germany shall apply to the exclusion of the conflict of laws provisions of the EGBGB and the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG). If the Company has its registered office in Austria, the law of the Republic of Austria shall apply accordingly. If the Company has its registered office in Finland, the law of the Republic of Finland shall apply accordingly.
- 8.4 If the Company has its registered office in Germany, the exclusive place of jurisdiction for all disputes arising from or in connection with the user relationship shall be Berlin. If the Company has its registered office in Austria, the exclusive place of jurisdiction for all disputes arising from or in connection with the user relationship shall be Vienna. If the Company has its registered office in Finland, the exclusive place of jurisdiction for all disputes arising from or in connection with the user relationship shall be Helsinki.