

General Terms of Use for HOCHTIEF supPORT

Preamble

HOCHTIEF supPORT, the HOCHTIEF Infrastructure GmbH (HTI) electronic awarding system, contains information on current HTI contract award procedures. It enables downloading of tender documents, including bills of quantities. Furthermore, it provides a communication platform with HTI and enables electronic submission of binding offers.

HOCHTIEF supPORT is accessible via the web domain B2B.hochtief-support.de. The following Terms of Use (ToU) shall apply to the use of HOCHTIEF supPORT.

1. Acceptance of the ToU

Before using HOCHTIEF supPORT for the first time, each user has to acknowledge these ToU as binding.

2. Right of use

Only companies and persons (users) that intend to participate in HTI contract awarding procedures are entitled to use HOCHTIEF supPORT.

3. Registration

Only registered users have the possibility to use HOCHTIEF supPORT. Registration starts by entering the following mandatory information: company, email address, phone number, title, first and last name. Afterwards, the user will receive an email with the request to confirm the registration. Furthermore, the user will be asked to set up individual login data in order to finalize the registration. Finally, the user will be informed about the possibility of starting the prequalification process, which has to be completed at the latest before submitting an offer.

4. Power of Representation

Every person designated by the user is entitled in his/her own right to represent and obligate the user without restriction in relation to HTI, and specifically to conclude contracts and to make and receive legally binding declarations, for example offers. It is the sole responsibility of the user to allow persons authorized under his/her internal specifications to use HOCHTIEF supPORT and to limit the use of it to these persons. If the user fails to meet his/her responsibility sufficiently or at all in this respect and if HOCHTIEF supPORT is used by a person not authorized to do so according to its internal specifications, the user cannot invoke this person's limited or nonexistent power of representation towards HTI. The restrictions on power of representation set out in the commercial register shall also be regarded as internal specifications.

5. User information

The user assures that the information provided during the registration and prequalification process is true, accurate, up-to-date and complete.

6. Confidentiality and Data Protection

HTI and the user mutually undertake to keep secret/ treat confidentially all information/data of which they gain knowledge within the scope of HOCHTIEF supPORT utilization.

The user consents to storage of information/data provided in HOCHTIEF supPORT by HTI. HTI shall treat the stored data as confidential and use it exclusively for the purpose it was provided for by the user.

Unauthorized forwarding of information/data to third parties shall not take place. The parties are entitled to pass on information/data if and insofar a legal provision or an administrative or judicial order forces such an obligation. In addition, HTI is entitled to pass on information/data provided by the user to affiliated companies within the HOCHTIEF Group (cf. §§ 15, 18 German Stock Corporation Act). HTI shall ensure that the preceding regulations regarding confidentiality and data protection shall apply to the same extent.

HTI is entitled to publish the user information/data in anonymized form (e.g. in its Annual Report).

Both parties shall adhere to current data protection regulations at all times.

7. Protective rights

The user acknowledges that the content of HOCHTIEF supPORT and its underlying software is confidential and the subject of protective rights which are protected by legal provisions, particularly those for the protection of intellectual property.

8. Contents of HOCHTIEF supPORT and the respective Right of Use

HOCHTIEF supPORT provides a digital representation of all process steps at HTI Procurement. In particular, it allows users access to the following options:

- Prequalification of subcontractors/suppliers
- Non-binding preview of planned/future projects including intended award of contracts for supplies and services
- Download of tender documents (bills of quantities, plans, etc.)

In addition, HOCHTIEF supPORT offers users the opportunity to communicate electronically with HTI, in particular for the submission of binding offers. HTI reserves the right to communicate with users by means other than electronic channels or email.

9. Data Maintenance

Each user is obliged to review and update the master data provided as part of the registration/prequalification process on an ongoing basis.

10. Debarment or withdrawal of permission to use HOCHTIEF supPORT

If a user does not use HOCHTIEF supPORT for more than 36 calendar months, HTI can temporarily block his/her access or withdraw his/her permission to use the system and delete the user within the system. Furthermore, HTI reserves the right to block a user temporarily or permanently from accessing HOCHTIEF supPORT or to withdraw his/her permission to use the

portal and to delete the user if there are compelling grounds for this. Compelling grounds for withdrawing permission to use HOCHTIEF supPORT specifically include a breach of these ToU or other contractual obligations/provisions by the user, as well as court insolvency proceedings or comparable proceedings which have been opened concerning the user's assets.

11. User's duty to report malfunctions

If the user identifies malfunctions (e.g. non-availability of the system, missing data) while using HOCHTIEF supPORT, the user is obliged to report those malfunctions via email to HTI using the following email address info@hochtief-support.de.

The same shall also and especially apply, if the user recognizes a malfunction in connection with the submission of an offer/request to participate (e.g. no acknowledgement of receipt of the tender/request to participate from HTI). In such cases, the user must contact HTI immediately by phone during office hours (weekdays from 8 a.m. to 5 p.m.) – or as soon as office hours begin. If the user does not fulfil this obligation to inform HTI about the malfunction and if his/her offer/request to participate cannot be submitted to HOCHTIEF supPORT within the respective deadline due to the malfunction, the user cannot appeal with reference to this malfunction and shall have no entitlement to participate further in the contract awarding procedure. This also applies if the malfunction lies within HTI's area of responsibility.

12. Debarment or restriction of use of HOCHTIEF supPORT

HTI can block the usage of HOCHTIEF supPORT or restrict the user's access if the system is technically disrupted or overloaded or if such a disturbance is imminent. In these cases, HTI will endeavor to restore the system's full functionality promptly. However, HTI is not obliged to do so.

13. Liability

HTI cannot be held liable for the correct functioning of the Internet or associated transmission possibilities. Specifically, HTI shall not be liable for the proper transmission of data sent by the user. The user alone bears the risk of loss or change of data sent or retrieved by the user. The downloading or obtaining of any information in connection with the use of HOCHTIEF supPORT is at the user's own risk, too. The user is solely responsible for any damage to his/her computer system for the loss of data or for other damage due to the download of information.

HTI does not guarantee that the hard- and software used for HOCHTIEF supPORT will work at all times and faultlessly.

Should a malfunction (e.g. delay, deletion, incorrect transmission) occur during communication between the user and HTI, the user may not derive any claims against HTI. If disadvantages should arise for the user as a result of this malfunction in an award procedure, which cannot be compensated for by using another transmission option, the user shall bear the burden of presentation and proof.

HTI does not accept any liability arising out of or in connection with the use of HOCHTIEF supPORT for (also slightly negligent) breaches of obligation unless this concerns damages which result in loss of life, bodily injury, damage to health or guarantees, or unless claims under the German Product Liability Act are affected. Liability for the breach of obligations, whose

fulfilment is a prerequisite for the proper execution of the contract and on whose observance the user may rely as a matter of course, remain unaffected.

HTI can provide web links to external web pages or other sources with third-party content at HOCHTIEF supPORT. HTI reviews the third-party content for possible legal violations before a web link is published for the first time. If violations of law are recognizable, a web link will not be provided at HOCHTIEF supPORT. However, subsequent, constant control of third-party content is not reasonable without any specific indications of legal violation. As soon as HTI becomes aware of a violation of law, the respective web link will be removed immediately.

Any claims arising out of or in connection with the use of HOCHTIEF supPORT must be asserted in court within one year of their occurrence. Once this period has expired, the respective claimant can no longer assert the claims against the other party.

Above limitations of liability shall also apply for the benefit of affiliated companies within the HOCHTIEF Group and for their employees.

14. Modification/s

HTI reserves the right to modify the content of HOCHTIEF supPORT at any time. It also reserves the right to modify the given ToU. In both cases, HTI is not obligated to inform the user about any modification.

The user is obliged to check the ToU for modifications from time to time. The current version of the ToU published on HOCHTIEF supPORT shall apply.

15. Applicable law and jurisdiction

The law of the Federal Republic of Germany constitutes the sole law governing all claims arising out of or in connection with the use of HOCHTIEF supPORT. The place of jurisdiction for all disputes is Essen, Germany.