

General Terms & Conditions

(Version 01.01.2026)

1. Scope

The present General Terms and Conditions of Contract (hereinafter the "GTC") apply to all the services provided by Hydropower Dynamics Engineering SA (hereinafter "HDE") within the framework of its design, expertise and development activities in the field of optimization of hydroelectric power plants, hydraulic systems and electric power systems, as well as the sale, maintenance and operation of computer software in this field.

The GTC are an integral part of the contracts between HDE and its clients (hereinafter the "Principal" for HDE's consulting activities, respectively the "Licensee" for HDE's activities related to the SIMSEN and Hydro-Clone Software).

2. Entry into force of the contract

The contract comes into effect:

- By the signing of a written contract between HDE and the Principal;
- By the acceptance of the offer of HDE by the Principal. In this case, the contract between HDE and the Principal is concluded at the moment HDE receives the final offer signed by the Principal.

If, after receipt of HDE's offer by the Principal, the Principal sends a written order to HDE, the order will be considered as a full acceptance of the final offer made by HDE.

3. Hierarchy of the provisions and of the documents (applicable rules and regulations)

The legal relations between HDE and the Principal shall be governed by the following provisions, in order of priority:

- a) The written contract concluded between HDE and the Principal and signed by them;
- b) The final offer of HDE;
- c) The GTC;
- d) The call for tenders of the Principal;
- e) The applicable SIA standards and regulations;
- f) Swiss law exclusively.

4. Services

4.1 Scope of services: The services provided by HDE comprise exclusively the services as provided in the contract and, if applicable, by subsequent amendments expressly agreed in writing between the parties.

4.2 Nature of services:

4.2.1 Consulting Engineering Activities:

Within the scope of its design, expertise and development activities in the field of optimization of hydroelectric power plants, hydraulic systems and electric power systems, the services provided by HDE are governed by the rules of the mandate and involve an obligation of means.

With the acceptance of the mandate, HDE commits itself to execute the order with all due diligence, to the best of its knowledge and competence, with the aim of achieving the objectives set in the contract. The services provided by HDE do not imply an obligation of result or a guarantee of result.

4.2.2 SIMSEN Software:

- **Definition of the software and scope of services:** SIMSEN is a numerical simulation software developed by the Ecole Polytechnique Fédérale de Lausanne (hereinafter "EPFL"), for the analysis of the dynamic behavior of electrical energy systems, drive systems and hydraulic systems. The software remains the exclusive property of EPFL.
Licensee is not authorized to grant sublicenses.
- **Distribution:** The use of the SIMSEN software is subject to the prior conclusion of a license agreement between the Licensee and EPFL. The license is non-exclusive. To the exclusion of any other service, HDE only provides the Licensee with the SIMSEN software, its protection systems and the related documentation.
- **Technical support:** In the event of problems with the use of the SIMSEN software, HDE will make every effort to provide the necessary information within a reasonable period of time to enable the correct use of the software.
- **Maintenance:** The maintenance of the SIMSEN software by HDE includes exclusively the following tasks:
 - Distribution of new versions of the SIMSEN software to the Licensee;
 - Distribution of passwords;
 - Contribution to the identification of defects in the SIMSEN software and communication of these defects to EPFL;
 - Provision of the corrected version of the SIMSEN software to the Licensee when it is available.

At the time of the renewal of the license, HDE reserves the right to adjust the annual prices for technical support and maintenance. The Licensee will be informed of the new price conditions with a notice period of 3 months. In case of refusal, Licensee must inform HDE in writing within 30 days after notification of the new conditions. HDE will then terminate its support and maintenance services.

- **Defects in the SIMSEN software:** HDE is not liable for defects in the SIMSEN software and for damages resulting from them, unless otherwise stipulated by mandatory law.

HDE undertakes to report any defects in the SIMSEN software to EPFL. According to the license agreement between the Licensee and the EPFL, the EPFL is responsible for repairing the defect within the limits of the license agreement.

- **Liability:** HDE cannot be held liable to Licensee or any third party for any direct or indirect damage, such as loss of profit or loss of earnings, which may occur in connection with the use of the SIMSEN software.

The SIMSEN software provides the Licensee with numerical simulation results. No assurance or warranty, express or implied, can be given by HDE as to the accuracy or reliability of the information or data in the SIMSEN software. Use of the SIMSEN software is a personal risk taken by Licensee. HDE is not liable if Licensee makes incorrect decisions (actions or inactions) based on data or information derived from the use of SIMSEN software, and if Licensee is prejudiced by this. The Licensee must verify the appropriateness of the data or information provided by the SIMSEN software during each use of the SIMSEN software and remains solely responsible for his/her decisions. HDE is not liable for the incorrect use of the SIMSEN software, especially not in accordance with the user manual or other user regulations. HDE is also not liable for the incorrect use of the SIMSEN software and/or hardware, for the incorrect maintenance of the SIMSEN software or the interfaces required for its use, for the incorrect use of the SIMSEN software, or for the use of unconventional systems.

4.2.3 Hydro-Clone Software:

- **Definition of the software and scope of services:** Hydro-Clone is a "Real-Time Simulation Monitoring System" software developed by HDE, protected by two European patents [EP 2 801 879 B1 & EP 3 285 128 B1], allowing to have a digital clone of a hydroelectric installation which simulates and replicates, in real time, its dynamic behavior in order to verify its good functioning as a decision aid for the operator or the asset manager.
 - **Distribution:** The use of the Hydro-Clone Software is subject to the conclusion of a license agreement between the Licensee and HDE. The license is non-exclusive and is granted for a specific hydropower plant. HDE only provides the Licensee with the Hydro-Clone Software, its protection systems and the related documentation. Licensee is not allowed to grant sublicenses without the express consent of HDE.
 - **Implementation of the Hydro-Clone Software:**
 - **Provision of hardware:** In order to ensure the implementation of the Hydro-Clone software, the Licensee provides HDE with a computer and one or more PLCs to transmit to the Hydro-Clone Software the signals from the control system of the hydroelectric facility that are necessary for the proper functioning of the software (according to the technical specifications contained in the license agreement).
 - **Remote Access:** In order to implement the Hydro-Clone Software, Licensee shall provide HDE with remote access to the computer on which the software will be installed. Licensee is responsible for the security of the remote access. HDE shall not be liable for any breach of security of the remote access.
- During the implementation phase, the Hydro-Clone Software is not yet fully operational and is not able to provide alarms (as defined in the contract). Alarms are only functional after the software is put into production.
- **Production:** The Hydro-Clone Software is not released until it has been properly configured and is fully functional.
 - **Technical support:** In case of problems with the Hydro-Clone Software, HDE will do its utmost to provide, within a reasonable time, corrective actions to ensure the proper functioning of the software and/or the necessary information for the correct use of the Hydro-Clone Software.
 - **Maintenance:** HDE's maintenance of the Hydro-Clone Software includes exclusively the following tasks:
 - Distribution of new versions of the Hydro-Clone Software to the Licensee;
 - Distribution of passwords;
 - Helping to identify defects in the Hydro-Clone Software and providing support by e-mail or telephone directly from HDE;
 - Providing Licensee with the corrected version of the Hydro-Clone Software when available.

- Update the Hydro-Clone Software parameters for the specific hydroelectric facility.

For maintenance work, Licensee agrees to provide HDE with secure remote access to the devices on which the software is installed. HDE is not liable for any breach of security in the remote access.

After the first five years of the license agreement, HDE reserves the right to adjust the license price. The Licensee will be notified of the new price conditions with a notice period of 3 months. In case of refusal, Licensee must inform HDE in writing within 30 days after notification of the new conditions. HDE will then stop the operation of the software. However, Licensee may continue to view the results obtained during the period the license was valid.

- **Defects in the Hydro-Clone Software:** HDE is not liable for defects in the Hydro-Clone Software and for damages resulting therefrom, unless otherwise provided by mandatory law.

HDE undertakes to correct defects in the Hydro-Clone Software as far as possible in the next version of the software.

- **Liability:** HDE shall not be liable to Licensee or any third party for any direct or indirect damage, such as loss of profit or loss of earnings, which may arise in connection with the use of the Hydro-Clone Software.

The software provides the Licensee (in particular the operator of a hydropower plant or the asset manager) with decision support (in particular with regard to risk management, malfunctions, hazards, operating measures, safety measures, investments, shutdowns, plant investigations, preventive or scheduled repairs or replacements). Although HDE takes great care to ensure that the content of the Hydro-Clone software is correct, the information provided may be incomplete or contain errors. No assurance or warranty, expressed or implied, can be given by HDE as to the accuracy or reliability of the information or data in the Hydro-Clone Software. Use of the Hydro-Clone Software is a personal risk taken by Licensee and his/her auxiliaries. HDE shall not be liable if Licensee or its vicarious agents make erroneous decisions (actions or inactions) based on data or information derived from the use of the Hydro-Clone Software and if Licensee or his/her auxiliaries are prejudiced thereby. Licensee and its assistants shall check the relevance of the data or information provided by the Hydro-Clone Software at all times and shall remain solely responsible for their decisions. HDE shall not be liable for any misuse of the Hydro-Clone Software, in particular contrary to the user manual or other operating instructions. HDE is also not liable for incorrect use of the Hydro-Clone Software and/or the hardware provided by the Licensee (computer and PLC), incorrect maintenance of the hardware or the interfaces required for its use, incorrect use of the Hydro-Clone Software, use of non-conventional systems.

With regard to the remote access provided by the Licensee for installation and/or maintenance work, HDE assumes no liability in connection with a failure in the computer security system (cyber security) of the remote access. The Licensee is solely responsible for the installation of the remote access and for ensuring the cyber security. HDE assumes that all necessary security measures have been taken by the Licensee.

5. Duration of validity of the offer

Unless otherwise agreed in writing between the parties, the offer shall be valid for 90 days from the date of dispatch of the offer by HDE to the Principal, as evidenced by the postmark.

If the offer is sent to the Principal electronically, the period of 90 days shall begin on the day the offer is sent to the Principal by e-mail.

6. Language

All documents, texts, annotations, etc. shall be written in English or French. If documents have to be translated into other languages, only the original documents shall be binding in the event of differences in interpretation.

The GTC are written in French and English.

In case of discrepancy between the French and English versions, the French version shall prevail.

7. Rights & Obligations of HDE

7.1 Duty of care: In order to achieve the contractual objectives, HDE undertakes to serve the interests of the Principal to the best of its knowledge and ability. HDE performs the contractual services in accordance with the generally accepted best practice in its field of activity.

7.2 Duty to warn: HDE is obliged to draw the Principal's attention to the consequences of its instructions, in particular with regard to deadlines, quality and costs, and to warn him against unsuitable arrangements and demands.

If the Principal maintains an instruction despite the express warning of HDE, he alone will have to bear the consequences in case of damage. In addition, HDE can waive its mandate in order to exclude its liability, also towards third parties. In this case, HDE is not liable for compensation due to untimely termination.

7.3 Confidentiality and data protection: Each party undertakes to keep secret all information provided by the other party and expressly designated as confidential.

Information transmitted orally shall also be considered confidential, provided that the confidentiality of such information is confirmed in writing within 10 days of its disclosure.

Under no circumstances shall information be considered confidential which :

- was in the public domain or freely available at the time it was transmitted to the other party ;
- has become public regardless of any action or omission by the other party;
- were already in the possession of the other party before the conclusion of the contract and were not subject to a confidentiality clause;
- were transmitted by a third party to the other party without reference to the existence of a confidentiality clause and received in good faith by that party.

Unless otherwise agreed to in writing by the parties, HDE is entitled to:

- include the name of the Principal in its reference lists, as well as a short description of the services performed;
- to publish its work subject to the protection of the Principal's interests. HDE is also entitled to be named as author in the corresponding publications of the Principal or third parties.

7.4 Intellectual Property (hereinafter "IP"): HDE and its Principal mutually undertake to respect all intellectual property rights of the other party and to take all necessary measures to avoid any infringement of these rights.

HDE remains the owner of the copyright of its work. Projects and parts of works, plans, ideas, processes, methods etc. are also considered as works, provided that they are intellectual creations of an individual character.

HDE retains all IP rights or their advantages and benefits in connection with all intellectual services it performs, even if these have arisen in the course of the execution of the mandate or on the order of the principal. The rights to this IP shall be the exclusive property of HDE.

The Principal shall not disclose to unauthorized third parties computer programs, calculation notes, working methods, advice, contracts and other intellectual products provided by HDE. The IP rights held by each party at the time of sending the offer shall remain the property of that party.

By accepting the offer, the Principal grants HDE a free, but non-transferable license to use the existing IP of the Principal to the extent necessary to enable HDE to perform its contractual obligations.

7.5 Use of the result of the work and retention of documents: The payment of the fee entitles the Principal to use the working documents of HDE exclusively for the contractually agreed purpose.

In particular, the Principal acquires the ownership of the results of the studies and the documents for which he has paid the fee. He has the right to duplicate these documents for internal use in his own organization, provided that this corresponds to the objectives of the project.

HDE remains the owner of the original working documents, which must be kept for 10 years after the end of the mandate in their original form or in a form suitable for duplication.

7.6 Use of third parties for the execution of the contract: HDE is entitled to use third parties at its own expense for the execution of its contractual obligations. HDE may give them access to documents and provide them with information. HDE will demand confidentiality from these third parties with regard to the knowledge acquired in this way.

8. Deadlines

The delivery deadlines are set out in the contract.

If one party is unable to provide a contractual service within the contractual period, the periods and deadlines for which the other party is responsible will be extended accordingly.

HDE is not liable for damages resulting from a delay for which it is not responsible, in particular in the case of **force majeure**, events unforeseeable at the time of conclusion of the contract, delays in delivery by a subcontractor, official prohibitions (pandemic) or lack of cooperation by the Principal.

If the performance of the service becomes definitively impossible, e.g., because an act agreed upon for a certain date cannot be performed due to a ban imposed by the authorities, in particular in case of a **pandemic**, Article 119 of the Swiss Code of Obligations shall apply. The obligations arising from the contract are extinguished. The parties are released from their outstanding obligations and are obliged to return to each other what they have already received.

9. Rights & Obligations of the Principal

9.1 Obligations

- Obligation to provide information:** With a view to the execution of the contract, the Principal shall transmit to HDE all the information necessary for the proper execution of the contract.

The Principal remains solely responsible for the accuracy, completeness and reliability of the information it transmits to HDE. HDE assumes that the information provided by the Principal is complete, reliable and accurate, including where the Principal has obtained or provided such information through third parties.

Damages, delays and costs resulting from late, missing or incomplete information provided by the Principal shall be borne exclusively by the latter. If applicable, the Principal will reimburse HDE for the additional expenses.

- Confidentiality:** Unless otherwise specified in the contract, the Principal is bound to secrecy vis a vis third parties regarding any confidential information received from HDE.
- Acceptance of benefits:** In the absence of a reasoned and substantiated written refusal within 30 days of receipt of the results, the benefits are deemed to have been accepted.
- Waiver of hiring HDE employees:** During the execution of the mandate and for one year from the end of the execution of the mandate, the Principal

undertakes not to encourage HDE employees to leave the company or to offer them employment.

9.2 Rights

The Principal is entitled to give instructions to HDE.

HDE is obliged to draw the attention of the Principal to the consequences of his/her instructions, in accordance with its duty to warn, as set out in art. 7.2 of the GC.

10. Responsibility

a) In general

HDE is liable for damages caused intentionally or by gross negligence. However, liability for slight negligence is excluded. This applies to contractual and non-contractual civil liability.

Where the achievement of the objectives set out in the contract depends on circumstances beyond the control of HDE, HDE shall not be liable if the objectives cannot be achieved. This clause applies in particular to decisions by third parties that are difficult to predict (e.g. the allocation of credits or authorizations).

HDE is not liable for the services of independent third parties who have a direct contractual relationship with the Principal.

HDE shall not be liable for the activities of third parties that it has itself requested, if the Principal has been previously informed of the delegation and has not objected to it within 10 days of the communication of the information by HDE and provided that HDE has exercised all due diligence in the choice of the third party and in the instructions given.

Pursuant to and in accordance with Art. 101 para. 2 of the Swiss Code of Obligations (hereinafter "SCO"), any liability on the part of auxiliaries, within the meaning of Art. 101 para. 1 SCO, is excluded.

In carrying out the mandate, HDE assumes that:

- The Principal and the third parties appointed by him provide HDE with accurate and complete information and documents for the execution of the mandate;
- The results will not be used in part;
- The results will not be used for any purpose other than that contractually agreed between the parties.

If these conditions are not met, HDE declines any liability to the Principal for any damages that may result.

If a third party uses the results of the work or bases decisions on them, HDE disclaims any liability for any direct or indirect damages that may result.

b) Limitation of liability

When HDE's liability is incurred towards the Principal, it is limited to 50% of the fee paid for the activity related to the harmful event.

Under no circumstances shall HDE be liable for indirect damages (resulting from the default) or purely economic damages.

Damaging events must be notified without delay to the other Contracting Party in order to minimize damage. Any additional damages resulting from a delay in the notification of a harmful event shall be borne by the Principal himself.

c) Liability insurance

HDE has corporate liability insurance, which covers the following:

- Public liability insurance limit of CHF 10,000,000. - per damage event, and double limit in aggregated;
- Professional liability insurance limit of CHF 1,000,000. – per damage event and aggregated limit.

In all cases, the contract of third-party liability insurance shall be authentic, a copy of which shall be made available to the Principal upon request.

Territorial validity: worldwide.

11. Suspension & early termination of the contract

- a) Suspension: If, after suspending the execution of the contract, the Principal requests the resumption of the contract after a period of more than 180 days, HDE is entitled to refuse the resumption of the contract and to consider it terminated, without having to provide any justification or be liable for damages to the Principal.

In the event of resumption of the contract, HDE is entitled to claim compensation corresponding to the reorganization costs resulting from the suspension and resumption of the contract.

- b) Early termination of the contract: In the event of early termination of the contract by the Principal, HDE is entitled to claim compensation for lost fees. The amount of the indemnity corresponds to 25% of the fees for the part of the mandate that has not been carried out as a result of the early termination.

In the event of premature termination of the contract by HDE in an inappropriate time, the Principal is entitled to reimbursement of the damage thus caused.

If, during the execution of the contract, HDE encounters difficulties unforeseeable at the time of the conclusion of the contract, the solution of which requires the use of means disproportionate to the amount of the contract and the Principal refuses the additional cost, HDE may then

unilaterally terminate the contract. Such termination shall not give rise to the award of any compensation.

12. Jurisdiction and applicable law

For all disputes that may arise between the Contracting Parties, the competent ordinary courts are those of the headquarters of the HDE.

Pursuant to art. 3 of the GTC, Swiss law is exclusively applicable.

13. Financial arrangements

Unless otherwise provided in the contract:

- Prices are stated in **Swiss francs ("CHF")**, without VAT;
- HDE is entitled to **advance payments** from the Principal up to the amount of the contractual services provided;
- Invoices are payable within 30 days of receipt by the Principal.

In the event of delay, default interest of 5% may be charged to the Principal at the end of the payment period.

HDE may require security for payment of fees or an appropriate advance payment.

Additional benefits: All benefits that are not included in the contract documents are considered additional benefits. Unless otherwise agreed, additional services are invoiced according to the hourly HDE rates in force at the time the service is provided.