

1. PREAMBLE

- 1.1. Lenzing Aktiengesellschaft and/or their affiliates (“Lenzing”) is a renowned producer of lyocell, modal and viscose fibers as well as filament yarns and other wood based cellulosic products (“Lenzing Products”). Lenzing, by virtue of use, registrations and/or pending applications, inter alia owns all rights to the word marks TENCEL™, LENZING™, ECOVERO™, REFIBRA™, VEOCEL™, which are used, and subject to numerous trademark registrations and pending trademark applications by Lenzing, in numerous countries, together with any common law rights and goodwill related thereto (hereinafter referred to as “Lenzing Brands”).
- 1.2. Lenzing provides branding and other product services to their direct customers and downstream value chain partners among the textile and nonwovens value chain. Partners of Lenzing are inter alia interested in obtaining fiber product information, as well as licenses for the use of Lenzing Brands (“Brand Licenses”), in obtaining the right to get swing tickets provided by Lenzing bearing Lenzing Brands (hereinafter also referred to as the “Swing Tickets”), in obtaining certifications that customers product samples contain Lenzing Products and comply with certain Lenzing certification standards (hereinafter also referred to as the “Lenzing Certification”) and in applying certain online customer services provided by Lenzing. For the ease of applying online customer services, marketing services, licensing and certification services (e.g. Brand Licenses, Swing Tickets and Lenzing Certifications) and other applications provided by Lenzing in connection with any of the foregoing (collectively “Lenzing Services”), Lenzing established the Lenzing Pro platform (hereinafter also referred to as the “Platform”), where respectively interested companies can be registered and once registered apply for respective materials and services. The platform is only provided for a business to business purposes (and not for consumer use).
- 1.3. A company registered with the Platform hereinafter shall also be referred to as “Partner”. Any use of the Platform by the Partner including the registration process are subject to the Terms of Use (hereinafter referred to as “ToU”). These ToU shall regulate how the Platform operates, how Partners can be admitted to the Platform and sets forth the legal relationship between the Partner and Lenzing (hereinafter also referred to as the “Contract”; Partner and Lenzing together also referred to as the “Parties”). Within the Privacy Notice, it also notifies Partner and Platform Users on the processing of their personal data and of other Partners or value chain partners, whose personal data Partner must provide to Lenzing in order to use the Platform and receive Lenzing Services. By using any Lenzing Services provided on the Platform the Partner agrees to be bound by these ToU. The Platform and any Lenzing Services provided on the Platform are voluntary services offered by Lenzing open to Partners.

1.4. Electronic Communication

Lenzing will communicate with Partners via the Platform in a variety of ways, such as by email, text, in-app push notices or by posting e-mail messages or communications on the website or through the Lenzing Services. For contractual purposes, Partner agrees to receive communications from Lenzing electronically and that all agreements, notices, disclosures and other communications that Lenzing provides to Partner electronically shall satisfy any legal requirements as to such communication, unless mandatory applicable laws specifically require a different form of communication.

2. Registration of First User Accounts and Multi User Accounts on the Platform

2.1. Partners can register on the Platform by means of single user account (hereinafter referred to as "First User Account(s)"; see clause 2.3.) and a Multi User Accounts can also be granted after the full registration as First User Account is executed (hereinafter referred to as "Multi User Account(s)"; see clause 2.4.). The full First User Account offers multi-user administration features or specific Lenzing Services, like specific licensing and certification programs subject to Lenzing's sole discretion. Any use of the Lenzing Services provided on the Platform requires a prior registration by Partner of First User Account which could be automatically upgraded as Multi User Account, thus an application for the First User Account has to be submitted by the duly authorized representative of the Partner to get access to the Platform ("Platform Application"). There is no legal right to be registered on the Platform. Lenzing expressly reserves the right to totally or partially reject any application without providing reasons for such rejection.

2.2. Subject to the compliance with these ToU and approval of the Partner's Platform Application Lenzing grants to Partners a limited, non-exclusive, non-transferable, non-sub licensable license to access and make use of the Platform. Such license does not include any resale or commercial use of any Lenzing Services or its contents, any collection and use of any product listings, descriptions, any derivative use of any Lenzing Services or its contents, any downloading or copying of account information for the benefit of a third party, or any use of data mining, robots, or similar data gathering and extraction tools. Any rights not expressly granted to the Partner in these ToU or any other terms concerning the Lenzing Services are reserved and retained by Lenzing or its licensors, suppliers, publishers, rights holders, or other content providers. No Lenzing Service, nor any part of any Lenzing Service, may be reproduced, duplicated, copied, sold, resold, visited, or otherwise exploited for any purpose without Lenzing's prior written consent. Partners may not use framing techniques to enclose any Lenzing Brand, logo or other proprietary information (including images, text, page layout, or form) of Lenzing or Lenzing Services without Lenzing's express written consent.

2.3. First User Account

2.3.1 By means of the First User Account only one authorized representative of the Partner (hereinafter referred to as the "First User") has access to the Platform and can act on behalf of the Partner within the Platform. Partners may apply for First User Accounts by submitting the Platform Application for a First User Account. This registration is divided into 2 optional steps. In the first steps, the following information are required: work email address, first name and last name of the natural person applying on behalf of the Partner, Company name, Company location and a password. The first step of the registration will grant a very limited access to the Services provided by the Platform. In the second step, the following additional info will be required: Business nature of the Partner's company, Business ID, company address details. **Furthermore, the ToU have to be confirmed and accepted electronically by the First User at the end of the Platform Application and a password and login data has to be defined by the First User.** Lenzing reserves the right to request proof for such information if any further validation is deemed necessary in Lenzing's sole discretion. Partner warrants that all information provided in the course of the Platform Application is true and accurate. If Lenzing considers the information provided as correct and complete, Lenzing will request the verification of the First User Mail Address by sending an e-mail to the First User Mail Address. This e-mail includes a confirmation link and the registration has to be confirmed by clicking on the confirmation link within a period of 7 days (hereinafter referred to as "Verification"). If the First User does not verify the First User Mail Address within this period, he has to opportunity to have the confirmation link resent. The Verification constitutes confirmation of validity of the information on the processing of personal data in its clauses 14 (as well as to Partner's respective commitments under this clause) and concludes the Contract between Partner and Lenzing. As of Verification, the First User is enabled to access the Partner's First User Account on the Platform. Depending on the application of the Partner and on Lenzing's sole discretion, certain Lenzing Services will be provided inter alia by granting access to modules on the Platform enabled for the Partner (hereinafter referred to as "Modules", see clause 8.).

2.4. Multi User Account

2.4.1. The full registration as First User Account allows the Partner to add additional new users ("Sub-Users") within the same account and also to have the role and function of Multi User Account, Admin and Authorised Signatory Contact, as better specified in this paragraph and in the paragraphs below. The implemented Multi User Account offers some additional functions in order to simplify the administration of the access to the Platform as well as Lenzing Services provided for the Partner and all relevant transactions in the Platform. the First User can then add new Sub-Users by inviting them sending them an email to their email addresses and assign them user rights. The First User has to confirm and warrant that it has all the authorizations, even from the data protection perspective, to add such Sub Users. The Sub Users accepting to be included need to complete their data, incl. first and last name, by setting a password, by

clearly accepting the Terms of Use, by setting their communication preferences. The First User can also delegate the role of ASC to one of the Sub User.

Lenzing reserves the right to request proof for all information provided in the course of the Platform Application and to execute its own verification. Partner warrants that all information provided in the course of the application is true and accurate, e-mail addresses provided are in professional use and that the application is made by duly authorized person only. The acceptance of the ToU concludes the contract between Partner and Lenzing (see also clause 3.).

2.4.2 The Multi User Account offers the following user roles and functions:

- a) **Authorized Signatory Contact** (the “Authorized Signatory Contact”): The Authorized Signatory Contact is considered to be authorized to make legally binding declarations of the Partner. Only the declarations and statements of the Authorized Signatory Contact shall be legally binding. Furthermore, the Authorized Signatory Contact is the main contact person for Lenzing with regard to the Multi User Account. The Authorized Signatory Contact has all rights and permissions in relation to the Multi User Account, in particular can terminate the Contract / delete the Multi User Account and can also perceive all functions of the Admin (see clause b) below). The Authorized Signatory Contact is mandatory. If an Authorized Signatory Contact resigns from his functions in the Multi User Account without naming / or having named by Admin a new Authorized Signatory Contact, the Multi User Account is closed and the Contract between the Parties will terminate automatically.
- b) **Admin** (the “Admin”): The Admin is the user manager of the Multi User Account. The Admin can manage the Multi User Account, create and edit password / PIN for two level authorization, create further users within the Multi User Account and manage data of all users and request access to certain Lenzing Services / Modules on the Platform for users (see clause c) below). The Admin is not considered to be authorized to make legally binding declarations between the Partner and Lenzing, thus declarations and statements of the Admin with regard to the ToU and the Contract are not legally binding. The Admin is the main contact person for Lenzing with regard to the user management / administration of the Multi User Account. The Admin is mandatory. If the Admin resigns from his functions in the Multi User Account or a his account is deleted by the Authorized Signatory Contact, the function of the Admin shall be perceived by the Authorized Signatory Contact as long as no new Admin is named by the Authorized Signatory Contact. The deletion or closing of a Admins account does not have any effect on other accounts and can never lead to deletion of the Multi User Account or termination of the Contract between the Parties.
- c) **Multi User**: The full First User account and subsequently Admin and the Authorized Signatory Contact shall be allowed to create further users within the Multi User Account for respectively authorized employees of Partner or any other persons duly authorized by Partner to act on behalf of Partner (“Multi User”) A Multi User is not considered to be authorized to make legally binding declarations with regard to the ToU and the Contract

between the Parties. Multi Users will get access to the Lenzing Services / Modules as defined by the Admin / Authorized Signatory Contact by means of the user management and might be changed by Admin / Authorized Signatory Contact at any time. Within such user management, the Admin / Authorized Signatory Contact may also grant specific Multi Users as defined by the Admin / Authorized Signatory Contact the possibility to access and look into the accounts of the other Multi Users within the Multi User Account. Each Multi User created by Admin or Authorized Signatory Contact will require an E-Mail Verification of the Multi Users e-mail address defined by the Admin / Authorized Signatory Contact (hereinafter referred to as "Multi User Mail Address"). By confirming the Multi User Mail Address the Multi User will be directed to the Platform and has to register on the Platform first by accepting the ToU electronically and by setting a password and login data. At this state he receives a link to the recent Privacy Notice as well. Multi Users may change their user data except for the Multi User Mail Address; any such changes become effective after the respective approval by Lenzing. Any Multi User Account may be deactivated by Admin / Authorized Signatory Contact at any time. The number of Multi Users within a Multi User Account is not limited, however Multi Users are not mandatory. The deletion or closing of a Multi User account does not have any effect on other accounts and can never lead to deletion of the Multi User Account or termination of the Contract between the Parties.

- 2.5. The E-mail address might be associated with one User or more Multi User Accounts respectively a Admin- or Authorized Signatory contact. When logging in the respective user will have to select one of the associated User or Multi User Accounts.

3. Responsibilities and Legal Relationship

- 3.1. Partner shall be solely responsible for the Multi User Account (hereinafter together referred to as "Account") for all activities that occur under the Account on the Platform.
- 3.2. All Multi Users, Single Users, Admin and Authorized Signatory Contacts (collectively referred to as "Platform Users") are inextricably connected with the Account. Any act of a Platform User (even if third parties have been assigned as Platform Users) – except declarations and statements with regard to the ToU and the Contract – shall create binding obligations on the Partner and shall be performed on the risk and for the account of Partner. All Platform Users created in the name of Partner are regarded to be authorized to create the respective contractual relationships binding upon the Partner within the respective Lenzing Services. No further proof of actual authorization by Partner shall be conducted by Lenzing. It is upon Partner to make sure that access to Account is solely granted for duly authorized persons to act on behalf of Partner or any of its affiliates.

4. Change of the ToU

- 4.1. **Lenzing expressly reserves the right to change or adapt the ToU from time to time at Lenzings's sole discretion.**
- 4.2. **Lenzing shall notify the First User or the Authorized Signatory Contact 14 days prior to legal effectiveness of such changes via e-mail to the First User Mail Address / ASC Mail Address. If the First User or the Authorized Signatory Contact does not object in writing within 14 days upon receipt of the notification of the changes, the changes will be treated as agreed upon after expiry of this period; any Platform User will be informed about the new version of the ToU when logging in to the Platform after effectiveness of the changes. In case changes of the ToU affect the processing of personal data of a Platform User all users will also be respectively notified. In case of objections to the changes by Authorized Signatory Contact or the First User, the Contract will be deemed to be terminated automatically with immediate effect and the Account including every Platform User access will be blocked immediately. In addition, if Admin or Multi User denies acceptance of the new version of the ToU, they will not have access to the Platform any more. Lenzing will notify ASC and Admin in case of such denial by Admin or by Multi User.**

5. Duties of the Partner

- 5.1. The Partner shall provide sufficient and correct information in its Platform Application in accordance with the requirements set out by the individual Platform Application and in case applicable or requested, supporting documents to be uploaded to the Platform. The Partner shall be responsible that all information regarding the Platform Users are correct and up to date. Partner shall also be responsible that all the data related to and provided with the applications are correct and accurate.
- 5.2. The Partner shall keep this information updated at all times and shall inform Lenzing of any changes with respect to this information without any delay by updating the Account or Platform User information including the Account settings in the "Account Management" of the Platform or by means of a Change Request Form made available for download at <https://www.lenzingpro.com> . Lenzing expressly reserves the right to terminate the Contract, if Partner or any Platform User does not comply with these requirements and fails to keep its information up to date.
- 5.3. Should Partner or Platform Users fail to update the information, any notifications of Lenzing sent to an incorrect or no longer valid contact information shall nevertheless be regarded as received by the Partner and shall be binding for the Partner.

- 5.4. The Partner or any Platform User must not use the Platform or any Lenzing Services (i) in any way that causes, or is likely to cause, the Platform or any Lenzing Service, or any access to it to be interrupted, damaged or impaired in any way, or (ii) for fraudulent purposes, or in connection with a criminal offence or other unlawful activity. Lenzing reserves the right to refuse Lenzing Services or terminate Accounts, in particular if the Partner or any Platform User is in breach of applicable laws, applicable contractual provisions, or guidelines or any other policy.

6. Responsibility for the Login Data

- 6.1. Partner is responsible for maintaining the confidentiality of the login data of all Platform Users by taking all necessary steps to ensure that the password is kept confidential and secure and not used on other platforms.
- 6.2. Partner shall ensure that the respective account can only be accessed by duly authorized Platform Users. If Partner or any Platform User becomes aware of any unauthorized use of or access to the Account or any Platform User account, it shall immediately take all necessary actions to avoid any further unauthorized uses, like changing the password, and inform Lenzing immediately. If there are overriding reasons to believe that such unauthorized access to the Account has happened, Lenzing reserves the right to block the Account or any Platform User account temporarily to prevent such unauthorized access.

7. Term and Termination of the Contract

- 7.1 The Contract is concluded for an indefinite period of time.
- 7.2 Lenzing or Partner may terminate the Contract by observing a one (1) month' notice period. The right to terminate the Contract with immediate effect for cause remains unaffected.
- 7.3 Grounds for termination for cause are in particular, but shall not be limited to:
- (a) Partner's or Platform Users breach of any obligations under the ToU or under specific contracts concluded between the Parties within specific Lenzing Services / Modules;
 - (b) failure to keep the Account / Platform User Information updated;
 - (c) any act or behavior of the Partner / a Platform User in Lenzing's sole discretion detrimental to the reputation of the Lenzing or the Lenzing's goods or services;
 - (d) unless prohibited by mandatory statutory provisions, if the Partner becomes subject of any bankruptcy, winding-up or liquidation proceedings, or other proceedings analogous in purpose or effect;
 - (e) the occurrence of a Change of Control according to clause 7.5;
 - (f) objection of the change of these ToU according to clause 4.2;
 - (g) Lenzing's sole discretion.

- 7.4 As of the end of the Contract for whatever reason, the Account, including all Platform Users accounts, shall be blocked by Lenzing without any further notice and the Partner and the Platform Users shall not be in a position to access the Account anymore. However, the termination of the Contract /or a blockage of the Account or any Platform User account has no effect on the validity of any contract concluded between the Parties within the specific Lenzing Services / Modules before the termination of the ToU respectively the blockage of the Platform User account.
- 7.5 In the event of a Change of Control at the Partner, Lenzing reserves the right to terminate the Contract on grounds. Change of Control means as to any person, the consummation of any of the following, in one transaction or a series of related transactions: (i) the sale, transfer, assignment or other disposition (including by merger or consolidation) of more than 50% of the voting power represented by the then outstanding securities of such person, (ii) the sale or other disposition of substantially all the assets of such person, or (iii) the liquidation or dissolution of such person.

8. Lenzing Services provided on the Platform

- 8.1. Lenzing provides several Lenzing Services on the Platform, depending on the scope of the Platform Application and the registration by Lenzing. The Lenzing Services are provided for the term of the Contract. The Lenzing Services are inter alia provided by means of different Modules within the Platform.
- 8.2. It is in the sole discretion of Lenzing which Lenzing Services / Modules are enabled for the Partner. Thus, some Lenzing Services / Modules can be accessed by Partner directly after registration on the Platform; some Lenzing Services / Modules can only be accessed upon additional request by Partner hence they require prior approval by Lenzing. Some of the Lenzing Services / Modules will require specific duties of Partner and/or additional information of Partner and/or separate terms and conditions (hereinafter referred to as "Service Terms") will have to be accepted by Partner and a separate contract between the Parties will be concluded by using the Lenzing Service / Module. [Example: The Module "Lenzing Certification" requires inter alia additional information on value chain partners of Partner and on some quality criteria of the product to be certified. The Partner further has to accept specific terms and conditions for Lenzing Certification (Service Terms) and has to send a sample of its product to Lenzing in order to get the product certified. By giving the required information and accepting the terms and conditions for Lenzing Certification a separate contract between the Parties will be concluded.] The specific processes for the access to and the use of Lenzing Services / Modules to be followed by Partner and a detailed description of the services will be provided on the Platform or in the Modules.
- 8.3. However, Lenzing is under no obligation to grant any Lenzing Services or provide access to Modules.

- 8.4. If these ToU are inconsistent with the Service Terms, the Service Terms shall prevail. Any contractual relationship between Partner and Lenzing concluded within specific Modules / by using specific Lenzing Services (e.g. by accepting the Service Terms for certain Lenzing Services / Modules is between Partner and Lenzing (see clause 3 for more details).

9. Change of Lenzing Services / Modules

Lenzing reserves the right to change the Lenzing Services / Modules and content of the Platform as well as the permissions of Partner / any Platform User within the Platform to the extent deemed necessary to protect its rights and fulfil its obligations towards the Partner. Lenzing shall consider Partner's overriding interests in doing so.

10. Intellectual Property

- 10.1. Any information (including all marketing materials) provided by Lenzing on the Platform (hereinafter referred to as "Content") and any databases as well as all goodwill and copyright, in and arising from the Content, vested therein or related thereto are the sole intellectual property of Lenzing, its affiliates or third parties providing the Content and services for the benefit of Lenzing. As long as not agreed on by the Parties in writing (in particular in contracts entered into within specific Modules), nothing herein shall be deemed as granting any right or assigning the ownership to the Partner with respect to any intellectual property rights owned by the Lenzing or its licensors. The Partner is allowed to use the Content and services according to these ToU and the framework provided on the Platform and the Modules only.
- 10.2. As far as Lenzing makes available to Partner – by whatever means and from whatever source – any copyright protected material of whatever nature, such as but not limited to texts, pictures, drawings or photographs (the "Copyright Material"), Lenzing grants Partner a limited non-exclusive, non-transferable and royalty-free license to reproduce, import, distribute, publicly display and perform such Copyright Material solely for purposes as determined by Lenzing on the Platform / Modules or the respective applicable Service Terms. Copyright Material shall never be amended by the Partner. The Partner shall, in exercising its rights under these ToU / the applicable Service Terms, comply with all applicable laws, regulations and codes of practice and the Partner shall promptly provide Lenzing with copies of all communications relating to the Copyright Material, with any regulatory, industry or other authority. In case Partner uses any marketing claims of Lenzing, Partner shall only use claims as approved in writing by Lenzing or as stated in the respective applicable Service Terms / Branding Guidelines. Partner shall procure that every Copyright Material is marked with a notice in the following terms, unless otherwise specified by Lenzing in writing: "© Copyright Lenzing AG".
- 10.3. The Partner will not take any action which might prejudice or adversely affect Lenzing's title to any intellectual property right with respect to the Content or which may invalidate any

registration of the same, nor will the Partner itself seek to acquire ownership or rights in or to the same, or any similar intellectual property rights.

11. Scope of Use

- 11.1. Partner rights are limited to the access to the Platform and to the use of the Lenzing Services / Modules provided thereon, regulated by these ToU or the respective applicable Service Terms.
- 11.2. Partner is responsible for the provision of the technical means necessary to access and use the Platform in a secure manner. Lenzing is under no obligation to consult with the Partner or advise the Partner in this regard.

12. Provision of content by the Partner

- 12.1. The Platform provides services for the Partner, where documents such as applications, evidence, information or data (hereinafter referred to as “Partner Documents”) can be uploaded to the Platform. By uploading Partner Documents, Partner makes this information available to Lenzing (and in case of respective settings in a Multi User Account (see clause 2.4.2.c above) to other Multi Users within the Multi User Account). Partner shall also be responsible for the accuracy of the applications, evidences, information and data provided.
- 12.2. By uploading Partner Documents on the Platform, the Partner grants Lenzing the royalty free right to process, use and amend the Partner Documents and the information provided therein. The Partner represents and warrants that it is the sole and unrestricted owner of the Partner Documents and their content, that the use of the Partner Documents and their content as envisaged by the ToU or any other contract concluded between the Parties does not violate any third party intellectual property rights whatsoever, that any upload is free of any viruses or other kind of malicious software and that the upload does not trigger any damages or negative impacts to Platform whatsoever for Lenzing. The Partner shall indemnify and hold Lenzing, and its directors, officers, agents and employees, harmless on written demand in respect of all losses, damages, fines, penalties, costs, expenses or other liabilities (including legal and professional fees) incurred by or awarded against them in connection with Lenzing’s possession or use of the Partner Documents and their content.
- 12.3. Lenzing shall be allowed but not obliged to keep copies of the information and documents provided by the Partner in order to fulfil its post-contractual obligations as well as the minimum storage duration required by the laws of Austria even after termination of the Contract or any other contract concluded between the Parties.
- 12.4. Lenzing shall be allowed to disclose the information and documents provided by the Partner to local courts and other competent authorities, if so required by applicable mandatory law

or order of courts and other competent authorities. Lenzing shall not be liable for such disclosure.

13. Blockage of the Account

- 13.1. Lenzing reserves the right to temporarily or permanently block the Account if there are indications that the Partner has been infringing or infringes the ToU or any other contractual obligations between the Parties (e.g. any Service Terms) or Lenzing has any other legitimate reasons to block the Account. When blocking the Account, Lenzing will take Partner's overriding interests into account.
- 13.2. In case of temporary or permanent blockage of the Platform Account, every Platform User account is blocked as well automatically. Lenzing also reserves the right to temporarily or permanently block one or more Platform Users. However, the blockage of a Platform User accounts has no effect on the validity of the Platform Account or other Platform Users. However the blockage of the access of the Authorized Signatory Contact leads to blockage of the Platform Account including any Platform User account.
- 13.3. Termination of the Contract (see clause 7.) leads to an automatic blockage of the Platform Account including any Platform User account.

14. Data Protection

(Sub-)Certification Partners must be aware that disclosure of (Sub-)Certificate Numbers or Tokens enables applicants for Sub-Certificates and Licenses to certify that they have purchased Lenzing-certified products of a certain quality. In addition, (Sub-)Certification Partners as well as Applicants for Sub-Certificates and Licenses must be aware that, with the redemption of Tokens and the (Sub-)Certification number, their own and Sub-Certificate holders' value chain gets disclosed to Lenzing.

- 14.1 Partner must ensure that personal data of natural persons may only be accessible to Platform Users having a legitimate interest in such information. For example: Partner must disable access for Multi-Users to their suppliers' or business partners' data, in case Multi User does not need access to such data for the fulfillment of his business duties.
- 14.2. The Partner, Admin and Authorized Signatory Contact warrant that Multi Users have consented to the use of their Multi User E-Mail Address for sending E-Mail(s) to allow the required E-Mail Verification.

For further detailed **Privacy Notices**, please consult the separate "Lenzing Pro Privacy Notice".

15. Cookie information to be found at the (separate) “Lenzing Pro Privacy Notice”

16. Warranty and Liability

16.1. The Platform, any Lenzing Services and the Content are provided on an “as is” basis. As far as permitted by applicable law, Lenzing excludes any warranties in this context.

16.2. Lenzing does not guarantee permanent access to the Platform or to any Lenzing Services / Modules. The access might be restricted due to several reasons such as, but not limited to maintenance work, legal restrictions in the respective jurisdictions, hard- and software malfunctioning, technical issues with the data transfer, interruption of the power supply etc.

16.3. **As far as permitted by applicable law, Lenzing shall not under any circumstances be liable to the Partner for any indirect, consequential, special, punitive or incidental damages, loss of use of property, loss of profit or revenue, loss of business reputation, diminution in value or damages based on multiple of earnings or discounted cash flow or any other comparable method of valuation resulting or arising from the ToU, the privacy notice or any other contract, any performance or non-performance of the ToU, the privacy notice or any other contract, termination of the ToU, the privacy notice or any other contract or blockage of the Account or any Platform User account, irrespective whether such damages or other relief are sought based on breach of warranty, breach of contract, negligence, or any other statutory or contractual basis.**

17. Communication

17.1. As long as the Contract does not specify otherwise, notices, requests, claims, demands and other communications to the attention of Lenzing regarding the Contract / the ToU and the Platform have to be in writing via e-mail to the e-mail address provided by Lenzing on the Platform. All binding communication from Lenzing to the Partner shall be made via e-mail to the Single User Mail Address (Single User Account) or ASC Mail Address (Multi User Account) as long as the Contract does not specify otherwise.

17.2. Communication regarding Lenzing Services or certain Modules have to be in writing via E-mail to the e-mail address provided by Lenzing in the Lenzing Services / Modules, as long as the specific applicable Service Terms do not state otherwise. All binding communication from Lenzing to the Partner with regard to the Lenzing Services / Modules and the contracts within specific Lenzing Services / Modules shall be made via e-mail to the e-mail address of the respective Platform User using the Lenzing Service / Modules (e.g. to the e-mail address of the Platform User applying for a Brand License) or as specified otherwise in the respective applicable Service Terms.

- 17.3. The way a contract within a specific Lenzing Service / Module is concluded depends on the function of the Lenzing Service / Module and type of the contract and is regulated in the Platform Module and/or the respective applicable Service Terms. Lenzing uses digital signatures. All documents which have to be signed by Lenzing will be signed by electronic means. All documents that have to be signed by Partner in writing due to applicable law or these ToU shall be signed electronically or printed out and signed by hand if the means for a secure electronical signature are not available to the Partner.
- 17.4. If sent by e-mail and the report generated by the sender's server shows that the e-mail was properly delivered to the recipient mailbox, on the date of dispatch noted on such report, the e-mail is regarded as delivered.

18. Applicable Law and Disputes

- 18.1. The Contract, the ToU and any contractual or non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with the laws of Austria without regard to any conflict of law rules under Austrian private international law.
- 18.2. The Parties shall attempt in good faith to resolve promptly any dispute arising out of or relating to the Contract. All disputes, controversies or claims arising out of or in connection with the Contract, which cannot be amicably resolved, shall be submitted to WIPO Arbitration and Mediation Center according to the WIPO Arbitration Rules. The arbitration panel shall consist of three arbitrators. The place of the arbitral proceedings shall be Switzerland. The English language shall be used in the arbitral proceedings. The dispute shall be solved upon application of Austrian law. Notwithstanding the foregoing provisions, Lenzing may request any judicial authority or other authority in any country to order any provisional or conservatory measures including but not limited to pre-award attachment, injunction or similar remedy for the preservation of Lenzing's rights and interests.

19. Miscellaneous

- 19.1. No variation of these ToU shall be valid unless confirmed by the Lenzing in writing.
- 19.2. The failure to exercise or any delay in exercising a right or remedy provided by these ToU or by law does not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by these ToU or by law prevents further exercise of the right or remedy or the exercise of another right or remedy.
- 19.3. If any provision of the ToU is held to be invalid or unenforceable, then such provision shall (so far as it is invalid or unenforceable) be given no effect and shall be deemed not to be included in the ToU, but without such invalidating any of the remaining provisions of the ToU. Parties

shall then use all reasonable endeavors to replace the invalid or unenforceable provisions by a valid and enforceable substitute provision the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

- 19.4. The Contract and the rights thereunder shall not be assignable or transferable by either Party without the prior written consent of the other Party.
- 19.5. No provision of these ToU creates a partnership between the Parties or makes a Party the agent of the other Party for any purpose. A Party has no authority or power to bind, to contract in the name of, or to create a liability for the other Party in any way or for any purpose solely by virtue of these ToU.
- 19.6. The headings used in these ToU are for purposes of ease of reference only and in no event or respect shall the substance of any provision in these ToU be interpreted or controlled by any such headings.
- 19.7. The Contract constitutes the entire agreement between the Parties and supersedes any previous agreements between the Parties relating to the subject matter of the Contract.
- 19.8. The Parties acknowledge that there have been no warranties, representations, covenants or understandings made by either Party to the other except those expressly set forth in the Contract.
- 19.9. The Contract is executed in English only