

## Terms and Conditions for Certification

### General Conditions

1.1. The regulations below and the following specifications are the basis for the cooperation between the PropTech Academy as a certification body and companies that obtain a PropTech certificate.

1.2. As a certifier, the PropTech Academy conducts based on its own standards resp. Standards.

1.3. If not expressly otherwise agreed, these general terms and conditions apply to all offers, services, and resulting contractual relationships between the PropTech Academy and legal entities used for testing or certification services (hereinafter «customer»).

1.4. These General Terms and Conditions and – depending on their applicability – the contract and the application form represent the entire agreement (hereinafter «contract») between the Customer and PropTech Academy about the subject matter of the contract. Unless expressly agreed otherwise, all changes to the contract must be effective in the written form and the signature by the Customer and PropTech Academy or their respective representatives.

1.5. If a test report or certificate is issued to the Customer, PropTech Academy will provide the services with reasonable care and competence.

### DEFINITIONS

«Certificate» is a certificate issued by PropTech Academy with the PropTech Academy logo;

«Certification Authority» is the PropTech Academy, authorized to issue certificates.

«Report» is the report prepared by PropTech Academy for the Customer, which shows whether or not a recommendation to issue a certificate is made.

### SERVICES

3.1. These general terms and conditions apply to the certification of products and services according to PropTech Academy standards (hereinafter referred to as services).

3.2. After conducting an examination, PropTech Academy creates a report and hands it over to the Customer. The recommendations contained in this report are not binding for the certification authority. The decision to issue a certificate is entirely at the discretion of the certification authority.

3.3. The Customer acknowledges that PropTech Academy cannot be held liable for any obligations or claims towards the Customer as a result of the conclusion of the contract or the provision of services.

3.4. Both certification and suspension, withdrawal, or cancellation of certificates are carried out by the applicable certification scheme.

3.5. PropTech Academy may transfer the services in whole or in part to an agent or subcontractor. The Customer allows PropTech Academy to disclose to the agent or subcontractor all information necessary for the fulfillment of the assigned services.

#### DUTIES AND RESPONSIBILITIES OF THE CERTIFICATION AUTHORITY

4.1. As far as possible, the certification authority is obliged to ensure that the client presents the certification correctly in advertising measures.

4.2. If the Customer applies for a certification or a certificate holder applies for an extension of the scope of a certification that has already been granted, the certification authority evaluates this Application. A decision is made as to whether additional testing is required.

4.3. The certification authority keeps a register of the certified companies. This directory, or information about the validity of a defined certification, can be requested in writing by interested parties.

4.4. Before concluding the contract, the certification authority informs the certificate holder about the applicable certification programs, significant changes to the certification requirements, or changes to the standards on which the certification is based.

#### CUSTOMER OBLIGATIONS

5.1. The Customer ensures that PropTech Academy has all the necessary product samples, PropTech solutions, access, help, information, documents, and operational facilities available as required. This includes support from sufficiently qualified, instructed, and qualified employees of the Customer.

5.2. To the maximum extent permitted by law, the Customer represents that it has not been induced into entering into the contract by implying or by any warranty, representation, statement, representation, undertaking, agreement, promise, payment, or undertaking of any kind not expressly stated in these General Terms and Conditions conditions were presented. The Customer shall unconditionally and irrevocably waive any claim, right, or remedy that may arise for him in this connection. Pre-formulated provisions or regulations in the Customer's documents that contradict these General Terms and Conditions or change or supplement them are only effective if they have been expressly accepted in writing by PropTech Academy.

5.3. The Customer will take all necessary steps to eliminate or remedy hindrances or interruptions in providing the services.

5.4. To enable PropTech Academy to comply with applicable health and safety regulations, the Customer will provide PropTech Academy with all available information about known or potential hazards that PropTech Academy employees may encounter during their audits. If the Customer informs PropTech Academy in good time about their health and safety regulations, PropTech Academy will ensure that their employees comply with these within the scope of what is reasonable during stays with the Customer.

5.5. The Customer may only reproduce or publish excerpts from reports from PropTech Academy if the Customer has obtained prior written consent. PropTech Academy reserves the right to take legal action if a publication violates this provision. The Customer undertakes not to publish any details about the provision, implementation, or execution of the PropTech Academy's services.

5.6. The Customer shall inform PropTech Academy immediately of any changes in operational circumstances that may affect the services, the products, the processes, or the nature and scope of the Customer's business activities. Violations of this information obligation can result in the withdrawal of the certificate.

#### CANCELLATION OF THE CERTIFICATE

6.1. The certification authority has the right to revoke an issued certificate if

- (1) the certificate or the mark is misused,
- (2) the monitoring shows that essential requirements that were met at the time the certificate was issued are no longer met,
- (3) the monitoring cannot be carried out for reasons for which the client is responsible,
- (4) the certification is prohibited by administrative or judicial regulations,
- (5) due to facts that could not be identified at the time of the audit, the further use of the certificate is not justifiable about its informative value on the market.

#### COMPLAINTS AND COMPLAINTS

7.1. Any interested group (clients, customers, suppliers of clients, etc.) can lodge a

complaint against the activity of the certification body due to dissatisfaction. Objections or complaints must be submitted in writing to the certification authority. The client can appeal against decisions of the certification authority (refusal, suspension, or termination of the certificate).

7.2. Submissions (objections or complaints) are dealt with within a reasonable period by technically competent staff who are independent of the topic by specified regulations. The

certification authority informs the objector or the complainant about the processing status. If the processing does not lead to an agreement, the input is handed over to the spokesman of the steering committee for a decision. If there is a complaint against a certification decision, the client is obliged to provide the certification authority with additional information. The information can also be obtained in the form of a test appointment scheduled at short notice.

## PRICES AND PAYMENT TERMS

8.1. The prices quoted to the Customer include all phases up to the completion of the testing/certification process, the transmission and release of the report, and the regular monitoring by PropTech Academy necessary to maintain the certification. Since the prices are based on the remuneration rates when the offer is submitted, PropTech Academy reserves the right to adjust prices, but usually not during a certification cycle.

8.2. Additional remuneration will be charged for activities that go beyond the offer or that become necessary due to deviations that have been identified. Such additional activities to be charged are in particular:

- (1) Repetition of the entire testing and/or certification process or parts thereof due to non-compliance with the applicable testing or certification program or due to critical deviations;
- (2) additional expenses due to suspension (suspension), revocation, and/or reinstatement of a certificate;
- (3) Revaluations due to product(s)/services changes.

8.3. Furthermore, PropTech Academy reserves the right to demand additional remuneration according to the current remuneration rates for rush orders, cancellations, or changes to the schedule of services.

8.4. Unless otherwise agreed, all prices for activities do not include travel and subsistence costs; these will be charged separately at cost.

8.5. All prices and additional fees are exclusive of VAT or other taxes due in the respective country.

8.6. Unless otherwise agreed, PropTech Academy will invoice the Customer for

30% of the total amount in the form of an advance payment after the order has been placed. The remaining fees are due when the tests have largely been carried out, and the Customer receives the test report as a draft for correction. If the test of the sample does not pass, the fees are still due. If the test is interrupted for «Redesign» or because the test

sample fails the test, the fees are still expected in full. If a customer interrupts the test because of a «redesign», PropTech Academy can invoice the costs incurred as an interim invoice even if no test report has yet to be created. Invoices for additional or further activities will be issued after the completion of the respective task. Unless otherwise agreed, all invoices are due and payable within 30 days of the respective invoice date (hereinafter «Due Date»). This applies regardless of whether the Customer's product has been certified or not.

8.7. Any use of reports or certificates, or the information contained therein, by the customer requires the timely payment of remuneration and fees. PropTech Academy will interrupt or discontinue all activities and/or cause the suspension or withdrawal of certificates for customers who do not pay an invoice properly?

8.8. The Customer is not entitled to withhold payments due to disputes with PropTech Academy or to offset claims asserted by him against payment claims from PropTech Academy.

8.9. The Customer shall bear all costs incurred in connection with the assertion of the claim, including reasonable attorneys' fees and similar costs.

8.10. PropTech Academy usually offers fixed prices unless otherwise stated in the offer. These fixed prices apply to the one-time complete test according to the standard. Should circumstances for which PropTech Academy is not responsible delay the project, PropTech Academy reserves the right to charge for the reinspection separately at cost.

#### ARCHIVING

9.1. PropTech Academy undertakes to retain all materials related to the certification and surveillance process for a specific certificate for the period required by the relevant accreditation office or by law.

9.2. At the end of the archiving period, PropTech Academy, in its sole discretion, will surrender or dispose of all materials unless otherwise directed by the Customer. The costs incurred in carrying out such an arrangement will be charged to the Customer.

#### OWNERSHIP OF REPORTS AND CERTIFICATES AND INTELLECTUAL PROPERTY

10.1. PropTech Academy remains the owner and owner of the copyright about all of the documents it has made available, in particular, every report or certificate.

#### COMMUNICATION

11.1. The Customer may advertise with its certification in compliance with the applicable regulations for the use of the certification mark.

11.2. The use of the association name PropTech Academy or other registered trademarks of PropTech Academy for advertising purposes is not permitted without the prior consent of PropTech Academy.

#### ELECTRONIC DATA TRANSMISSION

12.1. The Customer agrees that reports and certificates may be sent electronically using standard email. PropTech Academy must be informed of this when ordering if another data transmission is desired.

#### CONFIDENTIALITY

13.1. Within the scope of these General Terms and Conditions, «Confidential Information» includes all oral or written information to be protected that the Customer and PropTech Academy obtain from the other party based on the contract or business or trade secrets of the other party. However, confidential information is not information that

(1) known or becoming known to the public.

(2) was available to the receiving party on a non-confidential basis before the time of disclosure by the disclosing party.

(3) disclosed to a party by an independent third party authorized to make such disclosure.

13.2. The parties and their representatives or subcontractors may only use confidential information within the scope of the contract. The disclosure of confidential information of the other party to third parties is only permitted with the other party's prior written consent, except the express provisions of these General Terms and Conditions. This provision does not apply to disclosures required by law or courts or authorities.

#### DURATION AND TERMINATION

14.1. The certification contract is valid for one year. The contract can be terminated at any time with a period of notice corresponding to the contract's content.

14.2. At any time before issuing a certificate, PropTech Academy is entitled to terminate the contract if the Customer breaches essential obligations.

14.3. Contracts expire if the Customer or the agent goes bankrupt.

14.4. Unless otherwise agreed in writing, the rights and obligations of the parties as defined in Sections 9 and 13 shall apply regardless of the full performance of the Services or termination of the Agreement.

14.5. If the Customer transfers his business activities to another company, the transfer of the certificate requires the prior written consent of PropTech Academy. If such consent is granted, the new company's use of the certificate will be governed by the contract terms.

#### LIABILITY AND STATUTE OF LIMITATIONS

15.1. The certification authority is only liable to the client or third parties to the extent prescribed by law in the event of intent or gross negligence. Further claims are excluded.

15.2. Deficiencies in the services must be reported to the certification authority in writing immediately, but no later than 30 days after the service has been provided. The Customer must grant PropTech Academy the time and the opportunity it deems necessary to remedy the defect, e.g., performing the test again; otherwise, PropTech Academy is released from remedying the defect. If the fault is not remedied within a reasonable period or if the defect remediation fails, the Customers can reduce the remuneration accordingly.

15.3. The reports and certificates are created based on the information and documents provided by the Customer or on his behalf and are exclusively for the Customer's benefit. Neither PropTech Academy nor its officers, employees, or subcontractors will be responsible to the Customer or any third party for:

(1) any kind of action taken or not taken based on reports and/or certificates.

(2) Certificates issued in error based on unclear, incomplete, or misleading information provided by Customer.

15.4. PropTech Academy is not liable for services that are partially or entirely not rendered if this results directly or indirectly from events beyond PropTech Academy's control (e.g., if the Customer violates his duty to cooperate according to Section 5).

15.5. Furthermore, PropTech Academy is not liable for indirect or consequential damages (including lost profits).

15.6. The limitation period for claims for damages resulting from breach of duty and any claims for defects are based on

Swiss legislation.

#### ANY OTHER BUSINESS

16.1. If one or more provisions of these General Conditions are found to be invalid or unenforceable in whole or in part, this shall not affect or affect the validity or

enforceability of the remaining provisions.

16.2. Except as expressly provided in these General Terms, the Customer is prohibited from assigning any rights under these General Terms without PropTech Academy's prior written consent.

16.3. Neither party may assign the contract without the prior written consent of the other party. Such permission may only be refused for important reasons. Transfers do not relieve the transferring party of any liability or obligations under the contract.

16.4. All notices given by either party under these General Terms and Conditions must be in writing and delivered personally or by post, postage prepaid, to the other party's address on the Application. Notice shall be deemed to have been received by the other party a) on the date of delivery, b) 3 days after posting if the notice is sent by post, or c) if sent by email, at the time, indicated on the delivery receipt of the sending party specified.

16.5. The parties agree that PropTech Academy renders the services to the Customer as an independent organization. The contract does not lead to any corporate connection, representation, employment, or fiduciary relationship between PropTech Academy and the Customer.

16.6. If PropTech Academy fails to require the Customer to comply with its obligations under these General Terms and Conditions of the Agreement, this does not constitute a waiver of the right to assert compliance with these or any other

commitments.

## DISPUTES

Unless otherwise agreed, all disputes related to these General Terms and Conditions, or the contract is subject to the Application and interpretation of Swiss law – to the exclusion of the regulations of international private law. The exclusive place of jurisdiction for all disputes is the seat of the PropTech Academy.

Status: June 2023