

# TERMS OF USE

## DECARBONIZATION COMPASS

1. The Decarbonization Compass (“Service”) is intended to provide you with a generic overview (“Overview”) of your maturity of decarbonization and to enable you to identify key carbon reduction levers together with our experts (“Purpose”). The use of the Service and the Overview is subject to these Terms of Use. These Terms of Use do not replace and/or modify any terms and conditions of other services offered by Deutsche Post AG and any of its affiliated companies in accordance with sections 15 ff. German Corporation Act (“DPDHL”), (e.g., carriage, any transportation, shipment or warehouse services agreement or other agreements).
2. The Service is made available by DHL Consulting GmbH, Fritz-Erler-Str. 5, 53113 Bonn. A reference in these Terms of Use to “we”, “us”, or “our” shall be deemed a reference to DHL Consulting GmbH as the provider of the Service and the Overview. “You” or “your” means the company, you are authorized to represent. Both together will be referred to as (“the Parties”). The Service is exclusively provided to entrepreneurs as defined in section 14 BGB (German Civil Code).
3. The Service is accessible via a weblink to our website (<https://decarbonization-compass.dhl-consulting.com/>). The weblink leads to an input mask, after accepting these Terms of Use, you can enter your company`s name and your e-mail-address. To assess your current level of maturity on decarbonization you will be requested to provide us with some facts about your company regarding this matter. Please note that every information you will fill into the questionnaire, will be transmitted, and stored in a non-encrypted way. Your e-mail address will be used to send you the Overview. To discuss further decarbonization levers and the possibilities of our assistance (advisory services) and/or suitable logistics products, you allow our experts and/or experts of Deutsche Post AG to contact you via your e-mail-address. The data, you filled into the questionnaire will be shared and stored for the time of the discussions with the experts. The use of the Service and the provided Overview are free of charge.
4. You are responsible for all activities conducted via the Service in accordance with the applicable competition and data protection laws. You ensure, that (i) all information you provide to us via the Service is complete, correct, and accurate (ii) you are entitled to provide us with the data and information filled into the questionnaire and (iii) that you have complied with your legal obligations in relation to personal data provided to us. You will be solely responsible for any damage or consequence that may arise from the use of false or incorrect or incomplete information, as well as unauthorized data use.
5. As the Service is free of charge, it is deemed available, as long as the link to the Service is made available on our website. However, we are under no obligation to provide you with a certain result, nor do we warrant availability of the Service for a certain period of time or any technical support. We reserve the right to change and/or limit usage of the Service at any point in time.
6. The Overview is indicative only and provided “as is” excluding any liability of DHL Consulting GmbH for e.g., content, format, and results. We make no representations or warranties about the accuracy, completeness, security, or timeliness of the Overview.

7. You may use the Overview for internal purposes within the legal entity (and/or its affiliated companies) that you represent. A modification of the Overview is not permitted. The provision of Overview does not establish any customary obligation for the future.
8. Except for your own development regarding decarbonization and within your own organization, any other commercial use of the Service or the Overview (e.g., for third parties) is not permitted. Sharing the weblink to our Service in any way (e.g., with third parties or by posting on your own websites) is permitted only with our explicit prior consent.
9. We implement and maintain appropriate information security measures in line with International Standard Organization ISO 27001:2013. This is our entire obligation regarding the security of your information and/or data provided by you and our IT-systems in connection with your use of our Service ("Your Information"). You are solely responsible for maintaining back-up copies of Your Information. Without prejudice to any existing contractual obligations between us and you, we shall not be required to hand over or provide access to Your Information, unless otherwise agreed upon in writing.
10. We may suspend or limit your use of and/or access to our Service immediately upon notice, if we (reasonably) determine at our own discretion that there is (i) a breach of your obligations according to these Terms of Use, (ii) in cases of any (suspected) information security-related incidents, or (iii) if such suspension or limitation is required by law, a court decision, or a request from a governmental body. We may terminate your use of the Service for cause and without further notice if a breach of your contractual obligations or an information security-related incident remains uncured.
11. You shall implement and maintain appropriate information security measures to ensure the security of your IT-systems and the integrity and confidentiality of Your Information. You shall particularly observe all information security related notifications (e.g., phishing alerts) and conduct regular trainings with its employees, representatives accordingly.
12. You shall not, nor attempt, nor permit any third parties to:  
perform any security tests, performance tests, stress tests or similar tests on our Services; integrate our Service or operate it in a way that third parties or automated systems and/or software can have direct or indirect unsecured or unauthorized access to our Service. You shall take and shall ensure that it continuously maintains at all times state-of-the-art (or best industry) technical and information security measures to prevent third parties or automated systems and/or software from accessing, downloading, retrieving and/or making available content from our Service. If you use or access our Service through a website or mobile application, the above measures shall particularly include, but shall not be limited to, the use of bot protection systems, CAPTCHA and/or the monitoring and investigation of traffic spikes; use any robot, spider, scraper, data mining tools, data gathering and extraction tools, or other automated means to access, scrape or modify our Service or to copy, add, download or retrieve content from our Service; interfere with, modify, disable, hinder or damage the accessibility and any features or functionality of our Service; defeat, avoid, bypass, remove, deactivate or otherwise circumvent any security protection mechanisms or call limits for our Service or any component thereof or for any of our systems; introduce viruses, trojans, worms, logic bombs or other technologically harmful or malicious materials or perform (distributed) denial-of-service attacks or other cyber-attacks;

engage in industrial espionage in order to retrieve data and/or information (esp. data and/or information representing trade secrets) by any of the above actions. If you become aware of any violation of this section, you shall immediately notify us and provide us with assistance, as requested by us, to stop, mitigate or remedy the violation.

13. All data, texts, graphics, user interfaces, databases, trademarks, logos, and computer code (“Content”) including but not limited to the design, structure, selection, expression, “look and feel”, and arrangement of such Content within the Service or in the Overview is owned or licensed by us and is protected by copyright and trademark laws and other intellectual property rights. Except as expressly provided in these Terms of Use or in the Function, no part of the Service and no Content may be copied, reproduced, republished, uploaded, transmitted, or distributed in any way to any other computer, server, website or other medium for publication or distribution or used otherwise, without our express prior written consent.
14. We will process personal data provided by you to the Service according to the respective Privacy Notice.
15. In no event we shall be liable to you for any claims for damages. This exclusion shall not apply for damages arising from injury to life, limb or health; or damages arising from the breach of essential contractual obligations (essential contractual obligations are those whose fulfilment is necessary to achieve the objective of this Agreement and on the observance you may regularly rely, (“Kardinalpflichten”, “cardinal obligations”)); or fraudulently concealed defects or errors; or cases where we have expressly assumed a guarantee; or other damages based on an intentional or grossly negligent breach of our duty; or based on an intentional or grossly negligent breach of a duty by our legal representatives or vicarious agents; or liability according to the German Product Liability Act. In the event of a slight negligent breach of cardinal obligations, our liability shall be limited to foreseeable damages typical for this Agreement (“vertragstypische, vorhersehbare Schäden”). This section shall also be applicable to our legal representatives and/or vicarious agents if claims are asserted directly against them.
16. The Overview provided by us is only intended to provide you with a (subjective) overview, how we assess your maturity of decarbonization. It is not intended to provide you with any reliable advice. Accordingly, we shall not be obliged to compensate for any damage resulting from compliance with the advice or recommendation, this applies irrespective of the responsibility resulting from a contractual relationship, a tortious act, or any other legal provision.
17. “Force Majeure” means in relation to us, any circumstances beyond the reasonable control of us, including, without limitation, acts of God, compliance with any acts of any governmental or other authority, war or national emergency, riots, civil commotion, acts of terrorism, piracy or other criminal acts, severe weather conditions (e.g. storm and flood), fire, explosion, any information security-related threats or attacks (e.g. through computer viruses, BOT attacks or other cyber-attacks), power outages, epidemic, pandemic, lock-outs, strikes and other industrial disputes (in each case whether or not referring to us or our subcontractors’ workforce), shortage of labor, materials and services and inability or delay in obtaining supplies, the failure or a limitation of performance of communication networks and gateways of other operators. We shall not be deemed to be in breach of this Terms of Use or otherwise liable to you for damages or otherwise for any failure, partial failure or delay in performing any of our duties or

obligations under this Terms of Use or in relation to our Services to the extent such failure is due to Force Majeure. If our performance of our obligations under these Terms of Use or in relation to our Services is affected by Force Majeure, the date for performance of such obligation shall be deemed suspended for a period equal to the delay caused by such Force Majeure and we shall resume prompt performance (including a reasonable startup period) as soon as such Force Majeure has ceased. The provisions hereof shall not apply to monetary amounts due or owing by you to us. We shall use reasonable efforts to give notice to you as soon as reasonably practicable after becoming aware of the Force Majeure. We will use reasonable endeavors to mitigate the effects of Force Majeure on the performance of these terms of Use. For the avoidance of doubt, a close down of our Services or parts thereof due to a Force Majeure event shall always be deemed to be a mitigation action. If, by reason of a Force Majeure, we can only fulfill our obligations by incurring additional costs, then such reasonable and agreed additional costs shall be borne by you.

18. You shall be liable according to the statutory laws. You hereby fully indemnify us from and against all liabilities, costs, demands, causes of action, damages and expenses arising out of or in any way related to a breach of any of the provisions of these Terms of Use in your responsibility.
19. Export control, sanctions and customs laws and regulations apply to the provision of our Services or any other DPDHL systems. You agree to comply fully with all UN, EU, US and other applicable export control and sanctions laws and regulations and, where applicable, local customs laws (collectively "Trade Laws"). You represent that you (and any company, entity, or third party on whose behalf you are engaged) are not listed on any applicable sanctions lists as a denied or restricted party. You are obliged: (i) to deny and prevent access to the Service from any location subject to broad comprehensive sanctions or embargoes under UN, EU, or US law; (ii) to continuously screen all of your customers and any users against applicable denied or restricted party lists; (iii) to deny or prevent access to the Service to any individual or entity designated on any of these lists; (iv) to ensure and warrant, that you, your beneficial owner or any holding company, the consignee or any third party contracted by you directly or indirectly in conjunction with the Service provided by us, are not listed on any applicable sanctions list as a restricted or denied party. As far as services provided by DPDHL are concerned that are subject to applicable local customs laws or Prohibitions & Restrictions, you agree (i) to provide true, complete and accurate information (if you identify errors or inaccuracies, you shall promptly notify us of the error/inaccuracy) and (ii) that, unless specified by a separate agreement in writing, we do not serve for or on behalf of you as Exporter for export control purposes, Exporter or Importer for customs purposes, indirect representative or applicant or holder of any authorizations, licenses or permits related to applicable Trade Laws on the import, export, transit or transfer of goods, including technology and software.
20. If required to enable authorities or us – including any company of DPDHL– to conduct export control, sanctions or, where applicable and required, customs compliance checks, you, upon request by us or the according company of DPDHL, shall promptly provide us with all relevant information pertaining to the particular destination, end user, ECN, encryption byte levels, and particular intended use of the Service including information on you, your customers and users, and all information related to customs compliance. We shall not be obligated to perform our Service under these Terms of Use if you breach this obligation or performance is prohibited by applicable Trade Laws. You further acknowledge that we may be obliged under Trade Laws to limit or suspend use or access

by you and/or users to the Service. In the case of a breach of the obligations set forth in this section, you shall indemnify and hold us harmless from any claims, penalties and fees that arise or result from such a breach.

21. You may not assign any of your rights or obligations under these Terms of Use without our prior written approval. We may assign these Terms of Use, or any right granted in there, to any of our DPDHL affiliates that assume our obligations.
22. To support the rendering of the Service, we may use personnel and resources in various countries, including other DPDHL companies and/or subcontractors.
23. We reserve the right to amend or modify these Terms of Use from time to time to reflect, in particular, (i) changes in law; (ii) changes in the Service or in any other of our systems imposed or agreed with our subcontractors; (iii) the termination of our relationship with a provider of software and/or services used by us which are material for the provision of the Tool or any of our systems; (iv) lack of customer acceptance and/or (v) security risks. The changes shall take effect, if you confirm the changed Terms of Use via the acceptance of the Terms of Use check box after accessing the Service.
24. If any provision of these Terms of Use is held to be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired, such provision will be deemed to be restated to reflect the original intentions of the Parties as nearly as possible in accordance with applicable law.
25. These Terms of Use are governed by German law. Notwithstanding the statutory provisions determining a mandatory legal venue, any claim or dispute arising between the parties as to the performance or non-performance of the rights and obligations as set forth in the foregoing Terms of Use shall be subject to the sole and exclusive jurisdiction of the courts in Bonn, Germany, unless a mandatory statutory place of jurisdiction is given.

Status as of April 2023

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