

CMTA AG

TERMS AND CONDITIONS

FOR TRANSACTIONS WITH
FINANCIAL INSTRUMENTS

15.05.2025

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1_Applicability

1.1 These General Terms and Conditions apply when concluding and settling transactions with financial instruments between CMTA AG, 8010 Graz, Schmiedgasse 38, FN 477532d, ("CMTA") and its Clients ("Client," referred to along with CMTA as the "Contracting Parties" and individually as a "Contracting Party" as well as a "Buyer" or a "Seller" in each case), where the Client and CMTA have agreed in advance on a fixed price ("Financial Transactions").

2_Concluding Financial Transactions

2.1 Financial Transactions between CMTA and the Client are concluded either through direct contact between the Contracting Parties or through the intermediation of third parties ("Independent Agents"). In so doing, the Independent Agents satisfy their own contractual obligations to the Client and do not act as an assistant or agent of CMTA.

2.2 If a Contracting Party is interested in concluding a Financial Transaction it may contact the other Contracting Party and present an offer to buy or sell. If an Independent Agent is involved, the Independent Agent will transmit one Contracting Party's buy or sell offer to the other party. If the other Contracting Party chooses to accept this offer, it sends an acceptance statement either directly to the Contracting Party or to the Independent Agent, who in turn sends the statement to the Contracting Party. A contract for the Financial Transaction ("Contract") is considered to be made when the Contracting Party that presented the offer receives the acceptance statement. CMTA is under no obligation to accept offers from Clients and reserves the right to reject offers and orders without specifying reasons.

2.3 Once the Contract is made, a Contracting Party can no longer unilaterally cancel its offer but remains bound by it.

3_Settlement of Financial Transactions

3.1 Financial Transactions between the Contracting Parties may be executed at trading venues within the meaning of MiFID II or over the counter (OTC) outside such trading venues. Absent an explicit agreement between the

Contracting Parties, CMTA determines at its own discretion whether a Financial Transaction is executed at a trading venue or OTC.

3.2 CMTA uses a third-party service provider to settle the Financial Transactions between the Contracting Parties and to fulfill the obligations arising from the Financial Transaction. CMTA currently uses the services of CACEIS, France, for this purpose (referred to as “Settlement Agent” along with any helpers and assistants). The Settlement Agent performs its service regardless of whether the Financial Transaction is concluded at a trading venue or OTC. At its own discretion CMTA expressly reserves the right to substitute another service provider for the Settlement Agent. The Settlement Agent provides services for CMTA exclusively; the Settlement Agent provides services for Clients only if they have a separate agreement with the Settlement Agent.

3.3 The Settlement Agent may require information and documents from the Client in order to settle CMTA’s obligations from the Financial Transaction. In this case the Client must provide the information and documents requested by CMTA or the Settlement Agent.

3.4 The Financial Transaction is settled (in technical aspects) in accordance with the settlement parameters specified by the settlement system whose infrastructure is used to settle the particular Financial Transaction (“Settlement Conditions”). CMTA has no control over these.

3.5 If the Contracting Parties do not make separate arrangements, the second day after the Contract is made (D+2) is agreed as the settlement date of the Financial Transaction; this is more specifically determined by the applicable Settlement Conditions, particularly with regard to the settlement times (“Settlement Date” or “S”). A “day” within the meaning of this section 3.5 is any day on which trading can occur in accordance with the Settlement Conditions.

3.6 The Buyer is required to fulfill his payment obligation from the Financial Transaction on the Settlement Date in accordance with the Settlement Conditions.

3.7 The Seller is required to fulfill his securities delivery obligation from the Financial Transaction on the Settlement Date in accordance with the Settlement Conditions.

3.8 The Contracting Parties agree to fulfill their obligations from the Financial Transaction in accordance with the principle of delivery versus payment (DvP), unless otherwise agreed in a specific case. Securities are thus delivered into the Buyer’s control only after the Buyer has fulfilled his payment obligation from the Financial Transaction as agreed.

3.9 The Contracting Parties are required to notify each other immediately if they are unable to satisfy obligations from the agreement on the Financial Transaction or if compliance with those obligations is at risk.

3.10. Conclusion of a Financial Transaction between the Client and CMTA may be treated for regulatory purposes as “execution of Client orders” in accordance with MiFID II Annex 1 Section A Z 2, triggering the best-execution obligation pursuant to Section 62 WAG 2018 (Austrian Securities Supervisory Law). In such cases CMTA’s Best Execution Policy applies.

4_Procedure in case of late delivery

4.1 If the Seller has not fulfilled his obligation to deliver securities in accordance with section 3.7, he is late in delivery.

4.2 A Seller who is late in delivery can still perform delivery of the required securities until the fourteenth day after settlement (S+14, "Grace Period"). If the Buyer has already made a commitment to third parties to resell the securities owed by the Seller and has expressly so notified the Seller, the Seller only has till the seventh day following the Settlement Date to deliver the outstanding securities (S+7, "Short Grace Period").

4.3 If the Seller fails to deliver the outstanding securities within the Grace Period or the Short Grace Period, the Buyer can rescind the Financial Transaction with immediate effect by notifying the Seller accordingly. This right of rescission does not apply, however, if the Seller has made a legally binding commitment in advance to procure the securities owed to the Buyer, and the Seller's delay in delivery is due to delays arising from that transaction and not due to reasons for which the Seller is responsible. However, this requires that the Seller must explicitly inform the Buyer that he has assumed an obligation to procure the required securities.

4.4 Unless CMTA explicitly informs the Client otherwise, the following shall be assumed for purposes of the agreement and of settling Financial Transactions: (i) for Financial Transactions in which CMTA acts as Buyer, it has entered into a resale commitment within the meaning of section 4.2; and (ii) for Financial Transactions in which CMTA acts as Seller, it has entered into a commitment to procure the securities owed to the Buyer within the meaning of section 4.3. With this in mind the Parties hereby record their shared understanding that this clause constitutes notice regarding CMTA's resale commitment within the meaning of section 4.2, or regarding CMTA's procurement commitment within the meaning of section 4.3.

4.5 The provisions of the present section 4 also apply to partial delay or partial late delivery of securities owed from the Financial Transaction, so that even a partial delay with respect to the outstanding securities triggers the consequences described above and partial late delivery is permissible within the bounds of the late-delivery modalities described above, releasing the Seller from his delivery obligations to the applicable extent. If there is an agreement for partial delivery within the meaning of section 5.2, the provisions of this section 4.5 shall be overlaid with the provisions of section 5 of these General Terms and Conditions.

4.6 If a Contracting Party is late in fulfilling its contractual obligations from the Financial Transaction and is culpable for such delay, it must compensate the other Contracting Party for all losses incurred by the latter due to the delay. However, this requirement to pay damages is limited to the amount of any increase in the value of the securities owed from the Financial Transaction that occurred between the actual time of settlement and the end of the Grace Period, the Short Grace Period, or any mutually agreed late-delivery modalities.

4.7 Sections 4.2 to 4.6 do not apply if the Financial Transaction must be settled through a settlement institution (central counterparty) and this settlement institution has mandatory settlement provisions that are not compatible with the named provisions.

5_Partial delivery

5.1 If, on the Settlement Date, the Seller has only a portion of the securities that he owes to the Buyer from the Financial Transaction, partial settlement of the Financial Transaction will not occur automatically. In this case the Seller will therefore be late in delivery of all securities owed from the Financial Transaction.

5.2 However, the Contracting Parties are free in such a case to mutually agree on partial settlement of the Financial Transaction. The Contracting Parties are also free to modify the performance obligations of the Contracting Parties from the Financial Transaction accordingly as part of such an agreement.

5.3 In the event of partial delay, any partial-settlement agreement within the meaning of section 5.2 will result in the provisions of section 4 of these General Terms and Conditions no longer applying to the quantity of securities by which the Contracting Parties have mutually agreed to reduce the Seller's delivery obligation.

6_Other provisions

6.1 Communication between the Contracting Parties can be in writing, in pure text form, or by telephone.

6.2 The Client agrees that CMTA, at its own discretion, may send him any information and notices electronically.

6.3 Contractual provisions contrary to these General Terms and Conditions are binding only if CMTA expressly so agreed in writing in advance.

6.4 CMTA is entitled to modify these General Terms and Conditions. If a modification is planned CMTA will notify the Client of the content of such modification in good time, but at least 14 days before the modification enters force. The Client has the option of objecting to the application of the planned modification of the General Terms and Conditions up to the time it enters force. If such an objection is raised CMTA reserves the right not to conduct any further Financial Transactions with the Client.

6.5 Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable partially or in toto, the validity or enforceability of the remaining provisions of these General Terms and Conditions shall not be affected thereby. The same shall apply if the existence of a lacuna in these General Terms and Conditions should become apparent. In lieu of the invalid or unenforceable provision or to close the lacuna, CMTA and the Client shall agree on an appropriate provision that approximates as closely as legally possible the contractual provision which the Contracting Parties would have agreed if they had been timely aware of the invalidity or unenforceability or the lacuna.

6.6 No provision of these General Terms and Conditions shall be understood to conflict with any legal obligations of any Contracting Party.

6.7 If a Contracting Party is required by law or official orders to act in a manner contrary to its obligations under these General Terms and Conditions, the provisions of these General Terms and Conditions shall be applied with the proviso that the Contracting Party complying with those legal requirements or official orders shall not be held responsible for the contractual violation.

6.8 The Contracting Parties shall not be responsible to each other for breaches of contract that may occur due to circumstances beyond their control (force majeure). The only exception to this shall be if the Contracting Party in question could have prevented the effects of force majeure by taking appropriate precautions and it culpably failed to do so, or if the Contracting Party otherwise failed to take all reasonable steps to minimize the effects of force majeure.

6.9 Neither the legal relationship between the Contracting Parties nor any claims arising therefrom can be assigned or transferred by either Contracting Party without prior consent from the other Contracting Party.

6.10. The contractual relationship between CMTA and the Client is governed by and shall be construed in accordance with Austrian law, precluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law provisions of private international law.

6.11. For all legal disputes in connection with the contractual relationship between CMTA and the Client, it is agreed that the competent court in whose district CMTA has its registered office shall have exclusive jurisdiction.