



DECLARATION OF CONSENT FOR CORPORATE CUSTOMERS

I, (hereinafter referred to as the "Partner") as the owner and/or holder of the right of disposal of the project system in question, expressly and irrevocably agree that the photos/films/audio recordings taken of me and/or the project system by or on behalf of Fronius International GmbH and/or its subsidiaries (collectively "Fronius") may be used exclusively by Fronius without limitation as to territory and content for the duration of this agreement, which is to run for 10 years, being automatically renewable thereafter. In particular, I agree that Fronius may use the photos/films/audio recordings within the scope of public relations work and for advertising purposes (for example: website, Social Media, YouTube channel, DVD, CD, ENERGY/connect, advertising brochures, catalogues, newspaper articles, etc.). The associated advertising that likewise results for my company constitutes the entire remuneration for this agreement; no further remuneration will be paid. After the first agreement period has expired, termination is possible at any time.

Fronius grants the Partner the right, which may be revoked at any time, to reproduce photos produced by Fronius in their original form and colour (except where printed in black and white) for marketing purposes. These photos may not be manipulated, falsified or misused.

This image/film/audio material may be produced by or on behalf of Fronius, or may be provided by the Partner itself or produced from its statements, and may contain reports, statements and information originating from the Partner itself about the above-mentioned project system.

If the Partner provides photos/films/audio/texts and other material, it warrants that such material is free from third-party rights of use and indemnifies and holds Fronius harmless. Fronius is entitled to use these photos/film/audio recordings in whole or in part, unchanged or edited and reconfigured within the context of the above-mentioned marketing activities. These rights of use also extend to the transfer of said rights of use to sales partners of Fronius and all language versions.

No claim for liability against Fronius shall exist or ensue for example in the event that images/films/audio recordings are downloaded and subsequently used by third parties.



Data protection controller:

Name and contact details of the controller: Fronius International GmbH,

Froniusstrasse 1, 4643 Pettenbach; Tel. +43 (0) 7242 241 – 0; e-mail: contact@fronius.com;

Purpose: Product marketing;

Legal basis: Contract;

Recipients: The controller, its sales partners, Internet and online portals as well as worldwide for public relations and advertising purposes;

Transfer to third country: Worldwide;

Duration/erasure: For the duration of the contract as well as for the duration of any further legal or statutory requirements. Complete erasure thereafter.

Rights of the data subject:

- a) Information about your personal data processed by us and relating to you,
- b) Correction of your personal data in the event that it is inaccurate or incomplete,
- c) Restriction of your personal data if the relevant conditions are met, in particular where there is a strong suspicion of unlawful processing or in case of objection,
- d) Transmission of your personal data in a commonly used, structured and machine-readable format,
- e) Erasure of your personal data where there are legal grounds for doing so,
- f) Objection to the processing of personal data concerning you for reasons relating to your particular situation, unless Fronius can show compelling legitimate reasons for the processing,
- g) Withdrawal of your consent to the processing of your personal data; and
- e) Complaint to ourselves if you believe that we are processing your personal data improperly. You also have the right to submit a complaint to the Austrian Data Protection Authority, Wickenburggasse 8, 1080 Vienna.

These terms and conditions are governed by Austrian law, to the exclusion of the International Private Law Act and the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction is Wels, Austria.