

# General Terms and Conditions

for the procurement of products and services  
(Status: 08.05.2023)

**by UNIQA Insurance Group AG  
and their group companies**

## 1 PREAMBLE

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UNIQA Insurance Group AG, A-1029 Vienna, Untere Donaustraße 21, in following UIG, is the parent company of the UNIQA Group. UNIQA Group's group companies operate in the EU and CEE, including Ukraine and Russia, as well as in Switzerland and (after BREXIT) also in England.

## 2 CONTRACT STRUCTURE AND ORDERS

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These General Terms and Conditions (GTC) are applicable to the purchase of products and services by UIG and its group companies (all UNIQA or individually Customer; see also section 8.1.). These GTC replace any general terms and conditions of the Contractor (in following the Contractor's GTC). UNIQA expressly rejects any Contractor's GTC even if UNIQA has not objected to their application in the individual case. Thus, the Contractor's GTC shall not apply.

These GTC shall apply to all agreements between the Customer and the Contractor as well as to all services agreed in the future between the Customer and the Contractor and ordered by the Customer, even if these do not expressly refer to these GTC.

## 3 COMPONENTS OF AN AGREEMENT

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- 3.1 These GTC are part of each contract or order
- 3.2 Annexes are an integral part of each contract.
- 3.3 In the case of contradictions, the following order of priority applies (from higher-ranking to lower-ranking): the contract, the corresponding annexes to the contract (these have the same priority, any contradictions between the annexes and any discrepancies within a document must be interpreted in such a way that they correspond as closely as possible to the interests of the Customer)

## 4 SERVICE- AND PRICING PRINCIPLES

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- 4.1 The Contractor owes the agreed, proper, careful and diligent performance of the agreed services or delivery, in line with the agreed time schedule and free of defects. The Contractor shall render the agreed services cost-efficiently and do everything economically reasonable that is necessary for correct and complete service fulfillment.
- 4.2 The Contractor shall be obliged to promptly notify the Customer in writing if any circumstances occur or become apparent to the Contractor which make it impossible to comply with the agreed delivery time. In this case he must inform the Customer of the reasons and the expected duration of the delay.
- 4.3 Place of performance is the delivery address stated in the contract. Unless otherwise agreed, delivery shall be made free domicile to the delivery address(es) specified by the Customer. All unloading costs shall be borne by the Contractor.
- 4.4 The Contractor shall bear the risk of accidental loss or accidental deterioration until the service has been handed over to the Customer or to the delivery address(es) specified by the Customer.
- 4.5 The Customer will disclose for the respective contract which purposes are pursued with the services or for what purpose the products are used and will thus give the Contractor the opportunity to advise him in detail.
- 4.6 The Contractor is obliged to describe the services offered by him in such a way that the Customer is able to check the services provided by the Contractor with regard to regularity and freedom from defects.
- 4.7 The Contractor shall advise the Customer on the selection of services and products and shall confirm the suitability of the contractual object specified in the Agreement for the obvious and/or disclosed purposes of the Customer by concluding the contract.
- 4.8 This confirmation shall in any case apply irrespective of whether it is expressly stated in the Agreement or not. Advice and confirmation of fitness for purpose shall in any case form an integral part of the Contractor's main performance obligations.
- 4.9 The Contractor shall also be obliged to proactively inform and advise the Customer on the use of new and improved technology and on current developments concerning the contractual object. This obligation ends, if no further support or maintenance contract is concluded, with the final acceptance of the contractual object.
- 4.10 Services which are not or not sufficiently precisely described, but which are inherent in the proper fulfillment of the contract, are included in the price, are to be provided by the Contractor and do not lead to a price adjustment.
- 4.11 Services which are not included in the price, but which are to be provided by the Contractor shall only lead to a

price adjustment if, in individual cases, there is an additionally necessary effort on the part of the Contractor and an amicably agreed change request. The processing and agreement of the price adjustment shall take place within the framework of the Change-Request-Procedure to be carried out beforehand.

4.12 Cost estimates of the Contractor are free of charge.

## 5 COMPLETENESS

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5.1 The Contractor guarantees to have included in the price all (preliminary / ancillary / additional) services for the fulfillment of the agreed service. This shall also apply if these are not mentioned in the service description and all associated documents and annexes but are necessary for the performance of the tendered service. Services which are not or not sufficiently precisely described in the Agreement, but which are inherent in the proper execution and performance, are therefore in any case included in the agreed price, to be provided by the Contractor and do not lead to a price adjustment.

## 6 CHANGE-REQUEST-PROCEDURE

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6.1 Changes to the agreed service must be agreed in the Change-Request-Procedure, irrespective of the form in which the service is provided. The Customer and the Contractor may propose Change-Requests and the Customer may demand Change-Requests.

6.2 The Contractor is obliged to estimate the short- and long-term effects of each Change-Request (in the case of software also on release capability, maintainability and performance) and the expected internal and external expenses (number of person days or remuneration) - if necessary after consultation with the Customer- and to determine the required duration of the implementation and the effects on the project implementation and to inform the Customer of the results within a reasonable period in a comprehensible form. If the Contractor is of the opinion that he cannot reliably provide this information because circumstances beyond his control have an impact on the Change-Request, he must inform the Customer of this in a comprehensible manner within a reasonable period of time and is obliged in this case to support the Customer in the analysis of these effects to a reasonable extent in return for a corresponding fee to be agreed for each individual case.

6.3 If the Customer and the Contractor cannot agree on the Change-Request, the matter will be clarified in the escalation process agreed for the respective contract. The Customer may demand that the Contractor begins to carry out a Change-Request while the parties attempt to clarify this disagreement, provided that

6.3.1 this is objectively possible for the Contractor and

6.3.2 the Contractor and the Customer have agreed on the fees to be charged and the principles to be applied for this work in the event of disagreement on the effects of the Change-Request.

6.4 Change-Requests may - with the exception of the provision of Section 6.3 - only be implemented if the respective project manager of the Customer has ordered the Change-Request - if agreed - in compliance with the Change-Request-Process. If the Contractor provides the Change-Request without such an assignment, he shall have no claim to compensation for costs or fees and shall be liable in the event of a negative effect in accordance with the provisions of this contract.

## 7 CONTRACT AND ADDITIONAL SERVICES

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7.1 A binding assignment of the Contractor by the Customer shall be made exclusively by entering into a contract with the Customer.

7.2 The Contractor shall be obliged to register in the SAP Ariba Business Network and to continuously update the Contractor's master data (company data) as well as any other information reasonably requested by the Customer.

## 8 GRANTING OF RIGHTS OF USE

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8.1 Use within the Group: The Contractor grants the Customer the right to make available, leave for use and to service for them (maintenance, adaptation and further development) acquired rights (e.g. licenses for software) and objects to UIG and to the companies in which UIG has a direct or indirect interest of at least 25% ("Group Companies") at the time of the respective use. Use can be made by the company's own employees or by third parties (e.g. sales partners), but only for the business purposes of the Group Companies.

8.2 The nature and extent of the use shall not affect the agreed remuneration, unless the parties have expressly agreed

a corresponding metric in the contract.

- 8.3 If a Group Company is sold in whole or in part or the share is reduced to less than 25% (hereinafter referred to as the "Divested Company"), it shall be entitled to continue the use for up to 12 months and the Customer shall be entitled to continue the use for the provision of transitional services for the Divested Company for up to 24 months from the closing date.
- 8.4 The Customer shall receive the right to use the work results specifically produced for the Customer within the meaning of § 24 of the Austrian Copyright Act (*Urheberrechtsgesetz*), that is the exclusive right to use the work results in all ways to which an intellectual property owner is entitled, in particular the right to edit and revise, translate, publish, use and distribute the work results in all possible ways, in particular also in all current and future media available. For all other work results that are not specifically produced for the Customer, the Customer and the Group Companies shall receive a simple, content-related, geographically and temporally unlimited, transferable and - apart from the remuneration agreed in accordance with the rules of this contract – free of charge permit to use the work. Work results which the Contractor and its employees have already produced for customers other than the Customer prior to the conclusion of the respective contract with the Customer shall be regarded as work results not specially produced for the Customer, but only insofar as these services are based on the same concepts, methods, know-how etc. and have been marked accordingly by the Contractor.
- 8.5 In any case, the Contractor shall be free to carry out comparable projects using the underlying concepts, methods, know-how and software for other customers as well, unless this would violate the rights granted to the Customer. The confidentiality and data protection of the work results specially prepared for the Customer shall remain unaffected even insofar as information provided to the Contractor by the Customer is affected.
- 8.6 The Contractor is obliged to indemnify and hold harmless the Customer as well as all companies entitled according to this section 8. in the event of any patent, trademark, design protection or copyright disputes arising from the delivery and/or service and is obliged to guarantee the Customer the unrestricted use of the delivered goods and/or rendered services in accordance with the contract.

## 9 SUPPLEMENTARY REGULATIONS FOR SOFTWARE

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- 9.1 The use or provision of Open Source Software as part of the Contractor's performance requires the prior written consent of the Customer.
- 9.2 The software can be used by own employees or by third parties (e.g. sales partners) "on premise" as well as by using an external provider.
- 9.3 The Contractor shall grant the Customer and the Group Companies of UIG a simple, temporally and geographically unlimited, irrevocable right of use for its own business activities for standard software and its documentation which cannot be sublicensed beyond the scope of this chapter. The type of use (e.g. on premise or with a provider or staging) has no influence on the agreed fee.
- 9.4 The Customer and the Group Companies of UIG receive all rights, comprehensive in every respect, to individual software, to customizing and parameterization of standard software as well as to its documentation, regardless of their legal nature under current and future law (Austrian, foreign and/or international legal system), in particular all property and intellectual property rights. This granting of rights is exclusive. It therefore excludes all others, including the Contractor himself and the originator. The Customer and the Group Companies of UIG therefore have in particular the irrevocable, exclusive, temporally, factually and geographically unrestricted (worldwide) rights of use, in particular for the complete and/or partial exploitation, publication, duplication, distribution, processing, further development, broadcasting, intangible reproduction and/or for making available to the public as well as any other current or future possible use (regardless of whether already known today). In particular, they are also entitled to transfer these rights in whole or in part to third parties or to grant third parties exclusive and non-exclusive rights of use and to exercise these rights themselves or through third parties. An obligation of use does not exist. It is not necessary to mention the originator or the Contractor.
- 9.5 The Contractor shall hand over the standard software and/or components with all work results required for commissioning, ongoing operation and for maintenance and support by the Customer.
- 9.6 The Contractor shall provide any individual software or other software produced by the Contractor for the Customer (if technically relevant including customizing or parameterization) in the source language and translated into the machine code including developer documentation as well as tools necessary for development on a data carrier which can be read on the systems of the Customer.
- 9.7 The Contractor shall provide standard software in the source language as well as translated into the machine code including developer documentation as well as tools necessary for development ("Object of Deposit") on a data carrier which can be read on the Customer's systems. This data carrier must be handed over to the Customer or

deposited at a location accessible to the Customer and a corresponding trust agreement must be concluded with the Customer as the beneficiary.

- 9.8 The data carrier must contain the respective software at the time of installation and all changes since then as well as the developer documentation.
- 9.9 The deposit or transfer is repeated with each delivery of a new version of the software.
- 9.10 In the following cases, the Customer shall be entitled to use the Object of Deposit itself or to have it used by third parties in order to ensure the use and further development of the software for the Customer: (i) breach of significant contractual obligations by the Contractor despite two written reminders and the setting of a grace period of at least 30 days; or (ii) termination of the development activity or the maintenance of the respective software; or (iii) dissolution of the Contractor or closure of the enterprise by resolution of the Shareholders, by order of an authority or by order of a court; or (iv) opening of insolvency proceedings against the Contractor or rejection of such proceedings for lack of assets.

## 10 PERSONNEL DEPLOYED

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- 10.1 At the latest upon conclusion of the contract, the Contractor shall provide the Customer with a list of its necessary specialist personnel and the project manager (or object manager).
- 10.2 This contract shall neither lead to the establishment of an employment relationship between Customer and Contractor's employees nor to an organizational or works constitution integration (*organisatorischen oder betriebsverfassungsrechtlichen Eingliederung*) into Customer's operations.
- 10.3 Only persons who have several years of experience in the agreed service may be appointed as the Contractor's main responsible specialist personnel and project manager.
- 10.4 The Contractor's project manager is authorised to make legally binding declarations towards the services or deliveries in the project to the Customer on behalf of the Contractor.
- 10.5 If the provided specialist personnel and / or the project manager proves to be unsuitable, the Customer is entitled to demand replacement by other specialist personnel and / or another project manager.
- 10.6 If the Contractor refuses this change after requesting the change of the provided specialist personnel and/or the project manager and setting a reasonable grace period, this shall be an important reason for the Customer to extraordinarily terminate the contract.
- 10.7 If the Contractor intends to change the specialist personnel or project manager, he is obliged to inform the Customer of the reasons for the change and to nominate a replacement within a reasonable period of time, but not longer than 14 days. A change of specialist personnel or project manager is only permitted with the consent of the Customer, whereby the consent may not be unreasonably withheld by the Customer.
- 10.8 The Customer has the right to demand that an appropriate number of employees of the Contractor, whom the Contractor employs to perform the services, be designated as key personnel for the respective project. The specific key personnel of the Contractor and their functions for the individual services shall be specified by name in the individual contract. The individual contract shall also specify the minimum amount of their working time (as a percentage of the normal working time specified for the respective country) that each key personnel concerned will spend in connection with the performance of the contract (full time, part time, etc.). The replacement or other allocation of key personnel by the Contractor shall be carried out exclusively in accordance with the provisions of this section:
  - 10.8.1 In principle, key personnel shall be selected by mutual agreement between the parties.
  - 10.8.2 Before assigning a position as key personnel to a new person (i) the Customer shall be consulted by the Contractor at least two weeks in advance with regard to the proposed assignment, (ii) the Contractor shall give the Customer the opportunity to have a conversation with this person (iii) the Contractor shall make available to the Customer, in compliance with applicable law, information about the person that can be reasonably requested by the Customer, and (iv) the Contractor is obliged to obtain the consent by the Customer.
  - 10.8.3 The key personnel shall not be replaced or otherwise assigned during the provision of the services under an individual contract, unless the person concerned (i) terminates its employment relationship with the Contractor himself, (ii) is terminated or dismissed by the Contractor for good cause, (iii) does not fulfil its obligations and duties under an individual contract, (iv) dies or is unable to perform work for a substantial period of at least 4 weeks due to a reason preventing him from performing his duties (e.g. incapacity to work) or (v) does not perform work for a substantial period of time due to any other reason permissible under labour law (such as maternity leave, parental leave, etc.).

- 10.8.4 Apart from the cases regulated in this section, the exchange of key personnel requires the prior consent of the Customer, who will only refuse it for important reasons. If the Customer has not made a statement on the intended replacement of a key person within four weeks of notification by the Contractor, the replacement shall be deemed to have been approved. Where such an exchange is not within the direct sphere of influence of the Contractor or where a prior notification is impracticable, e.g. in the event of prolonged illness, parental leave or termination or any other termination of the service contract of the key person concerned, the Customer shall be notified immediately by the Contractor of the exchange; the person who is to replace a key person in such a case shall be approved retrospectively by the Customer, who shall only refuse approval for good cause. If the Customer has not made a statement on the exchange of a key person within four weeks of notification by the Contractor, the exchange shall be deemed to have been approved.
- 10.9 The Contractor undertakes to instruct its employees, assistants or subcontractors in the safety regulations and house rules of the Customer when they are in the premises of the Customer to perform services. The Contractor's employees must comply with these regulations.
- 10.10 The Contractor undertakes to comply with all applicable regulations concerning the Employment of Foreign Employees (*Ausländerbeschäftigungsgesetz in Austria*) as amended from time to time. For this purpose, the Contractor undertakes to provide the Customer with a list of the persons employed by him in the process of providing the services before the provision of services begins. If foreign nationals who do not enjoy freedom of movement for workers on the basis of a legal act of the European Union are used by the Contractor for the provision of services, the legality of their employment must be stated in this list. This list shall be updated as necessary so that the Customer is always aware of the current status of the foreign nationals employed by the Contractor. The Contractor acknowledges that in the event of failure to comply with this obligation or in the event of illegal employment of persons detected by the Customer, the Customer files a complaint with the authorities.
- 10.11 In any case, the Contractor agrees that administrative penalties prescribed to the Customer for violations of foreign employment regulations shall be deducted from the order amount. The Contractor shall indemnify and hold the Customer fully harmless in this respect.
- 10.12 In order to be compliant with any regulations concerning Wage and Social Dumping (*Lohn- und Sozialdumping-Bekämpfungsgesetz in Austria*), the Contractor undertakes to comply with the respectively valid labour law and collective agreement regulations, in particular with regard to remuneration, holiday entitlements, continued payment of remuneration in the event of incapacity to work and notice periods.

## 11 PRICE GUARANTEE

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- 11.1 The Contractor guarantees that the prices quoted in the price sheet fully cover all the services specified in the service description.
- 11.2 The Contractor guarantees that all instruments, tools or other aids required for the execution of the work, which are necessary to ensure safe and quality-conscious work, are made available by the Contractor to his employees and that the costs for this are fully covered by the prices agreed .
- 11.3 The Contractor is responsible for obtaining any necessary permits from state authorities. The costs of obtaining the permits are included in the quoted price quoted.

## 12 PRICES AND TERMS OF PAYMENT

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- 12.1 The fee for services which are not charged according to a flat rate shall be based on the time actually spent by the Contractor as agreed in the contract and actually performed by the Contractor in accordance with the agreement, which shall be charged at the hourly and daily rates agreed in each case. A cap shall be deemed agreed. In the case of a cap, the Contractor shall charge for these services the expenses actually incurred by him in accordance with the agreed hourly or daily rates up to a maximum of reaching the cap, even if the actual expenses for complete performance in accordance with the contract are higher.
- 12.2 In the course of the performance of its work, the Contractor shall use all instruments and tools at its disposal to ensure the cost-efficient execution of its work.
- 12.3 The invoicing of services - for which a flat rate has been agreed - shall be carried out in accordance with the payment schedule agreed in the contract or its annexes.
- 12.4 The Contractor shall invoice services not to be invoiced according to a payment plan agreed in the contract by the 10th of each subsequent month. The Customer may charge a processing fee of 25% of the price, up to a maximum of EUR 5,000 (net), for each fee note relating to services which are invoiced later than one calendar year from the agreed invoicing date.

- 12.5 The invoice is to be shown with project reference, order number or contract number and broken down into all deliveries and services rendered with individual prices.
- 12.6 The invoice will be issued in Euro or local currency and the value added tax will be shown separately.
- 12.7 The invoicing must comply with local and international legal regulations, i.e. a proper invoice in accordance with local financial regulations ( *in Austria: para 11 UStG (para 12 section 1 UStG )*) must be submitted by the Contractor to the Customer. All invoices shall be provided electronically by the Contractor exclusively via the Customer's Procure-to-Pay system (SAP Business Network).
- 12.8 For invoices and their due date, services shall only be invoiced upon presentation of a written contract as well as a purchase order (SAP Purchase Order) after fulfilment in accordance with the agreement or after successful acceptance with a term of payment of thirty (30) days.
- 12.9 If payment is made within fourteen (14) days, the Customer shall be entitled to deduct a discount of 3%.
- 12.10 The Customer reserves the right to return invoices that do not meet the requirements specified in these Agreement for supplementation or correction and to stop the expiry of the payment period on such invoices until they have been correctly resubmitted and not to make any payments.
- 12.11 Default interest shall only be charged if the default in payment is due to gross negligence on the part of the Customer. The default interest rate is 3% p.a.
- 12.12 If services are invoiced on a time and material basis, each employee of the Contractor shall keep records, in accordance with instructions from the Customer, showing when, where and for how long he worked on which part of the subject matter of the service. These records shall be transmitted by the Contractor to the Customer on a monthly basis and will be checked by the Customer.
- 12.13 Payment of the agreed remuneration shall settle all claims of the Contractor for the performance owed on the basis of the Agreement. Expenses or other disbursements of any kind with the exception of the travel costs expressly agreed in the contract, are part of the flat rate or the agreed hourly or daily rates and will not be compensated separately.
- 12.14 With the exception of value added tax, all tax and tax debts resulting from an Agreement shall be borne by the Contractor. If the Customer is held liable for such tax and tax debts, the Contractor shall indemnify and hold the Customer fully harmless in this respect. In particular, the Customer shall be entitled to retain such amounts from fees to be paid for other agreements as well.

### 13 INFORMATION DUTIES

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- 13.1 The contracting parties shall exchange important information concerning the subject matter of the contract on an ongoing basis. The Contractor expressly permits accompanying quality control by the Customer during the term of an agreement.
- 13.2 In the event that circumstances arise in the course of performance which endanger the proper fulfilment of this contract, the Contractor shall be obliged to inform the Customer thereof in a timely manner.
- 13.3 As soon as the Contractor becomes aware of a significantly better solution or a significantly better product for the purposes of the Customer during the performance of the service for a specific detail problem, he must inform the Customer of this without being asked.
- 13.4 As soon as the Contractor becomes aware of any circumstances that make it questionable whether the contract will be fulfilled as agreed, he must inform the Customer of these circumstances immediately in writing or by e-mail.
- 13.5 The Contractor shall inform the Customer immediately after becoming aware of reasons which will or could lead to an additional service by the Contractor, which additional services are necessary, and which additional costs are caused by these additional services. Additional services shall only be paid for by the Customer if they have been demonstrably notified to the Customer in writing beforehand by the Contractor and have been expressly approved and ordered by the Customer in writing.
- 13.6 In the event of an imminent change of control the Contractor undertakes to inform the Customer as soon as possible. For the Customer, a change of control represents an important reason for an extraordinary termination of the affected agreement.

### 14 DATA BACKUP

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- 14.1 In the event that the Contractor processes the Customer's data on the Contractor's systems, the Contractor shall

be obliged to adequately secure such data.

- 14.2 The Contractor guarantees the possibility of the reconstruction of this data at any time - as far as this is possible by machine - for the existence of a case according to the above item 14.1 and shall upon request immediately hand over or transmit to the Customer a data carrier with the current complete data backup and the incremental data backups made since then.

## 15 DATA PROTECTION

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- 15.1 The data and information made available to the Contractor by the Customer shall serve exclusively for the execution of the purpose of the Agreement.
- 15.2 The data of the Customer is to be treated in strict confidence by the Contractor. The handling and secrecy of the data is regulated in a separate agreement (non-disclosure agreement), which is an integral part of the Agreement. All sensitive documents of the Customer may not be stored by the Contractor in generally accessible areas. The Contractor undertakes to make all data in connection with this Agreement accessible to his employees only to the extent necessary for the provision of the services. The Contractor undertakes to return all data, documents and data carriers received within the framework of the performance of the contract or created by him to the Customer immediately after use in accordance with the contract - subject to any storage obligations - or to destroy or irretrievably delete them at the request of the Customer. The Contractor shall have no right of retention in this respect.
- 15.3 The Contractor is obliged to comply with the Data Protection Act (DSG) and all applicable data protection regulations as they come into force or any other statutory provision replacing these regulations. As far as the contracting parties carry out processing of orders within the scope of the activities agreed in the contract within the meaning of the Data Protection Basic Regulation ("DSGVO") in conjunction with the Data Protection Act 2018 ("DSG 2018"), they are obliged to record the conditions of such a processing and the mutual rights and obligations in a separate written agreement on the processing of orders in accordance with Art. 28 ff DSGVO.
- 15.4 The regulations concerning data protection and secrecy remain valid after complete fulfillment or termination of the Agreement.

## 16 WARRANTIES

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- 16.1 The Contractor guarantees that (i) the services according to the Agreement are free of defects and appropriate for their intended purpose, complying with the relevant technical standards, descriptions, specifications and commitments; and (ii) guarantees to provide services and any corrections, updates, improvements and modifications in time, efficient and in a professional manner as well as in accordance with practices of professional providers, free of defects, as agreed in the contract and at least in accordance with the agreed service levels.
- 16.2 If the Contractor is unable to remedy defects within a reasonable time, the Customer may, at his discretion, remedy the defects at the Contractor's expense, request a price reduction or, in the case of a significant defect, withdraw from the contract. The Customer may, in any events, claim damages in accordance with the statutory provisions.
- 16.3 A significant defect exists in particular if
- a. the contractual object cannot be used or can only be used under substantial restrictions for their intended purpose,
  - b. essential functions are not available or are only available under restrictions, or
  - c. the contractually agreed utilization of the contractual object conflicts with the rights of third parties.
- 16.4 The application concerning the obligation to give notice (§ 377 f UGB in Austria) of defects is explicitly excluded.

## 17 GUARANTEE

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- 17.1 The Contractor guarantees to the Customer that the services will be performed in a highly qualified manner and in accordance with the respective state of the art or to deliver the products owed in accordance with the state of the art.
- 17.2 The Contractor guarantees that all legal, official, technical, ecological or other regulations concerned with the fulfilment of the Agreement will be complied with and bears unlimited liability for all consequences resulting from any breach of these provisions.
- 17.3 The Contractor confirms that he has assured himself of complete clarification of the order prior to the commencement of the execution, since expenses that are not executed to the satisfaction of the Customer as a



result of error or uncertainty will not be reimbursed by the Customer. If the Contractor is able to detect defects in the service description, planning or order formulation on the basis of its specialist knowledge, it must notify the Customer in writing without delay.

## 18 LIABILITY AND COMPENSATION

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- 18.1 The Contractor is liable for intent and gross negligence according to the relevant statutory provisions. In the case of slight negligence, liability for loss of profit and damages of reputation shall be excluded.
- 18.2 The Contractor is liable in any event for loss of data and destruction of data and software.
- 18.3 The liability provisions are hereby conclusively regulated.
- 18.4 Further limitations of liability may not be asserted with reference to provisions in the Contractor's GTC. This provision shall in any case take precedence over the provisions in GTC.
- 18.5 Damages suffered by a company affiliated with UIG (see Section 8.1.) in relation to services rendered on the basis of this Agreement shall be deemed to be damages of the Customer and may be claimed against the Contractor in the same way as damages of the Customer.
- 18.6 The payment or withholding of a conventional penalty shall not prevent the enforcement of additional damages.
- 18.7 The liability of the Customer for damages caused by slight negligence is excluded.
- 18.8 For the duration of the contract, the Contractor is obliged to maintain sufficient insurance coverage for the risk arising from the scope of business covered by the contract with a reputable insurance company domiciled in the European Union. Group insurance solutions to a sufficient extent existing at the start of the contract and maintained during the term of the contract are deemed to be equal to these. The Contractor is also obliged to ensure that the subcontractors/performance assistants who perform services/activities at locations of the Customer or its Group Companies maintain/provide (analogous) insurance cover as required under this section.
- 18.9 The Contractor shall provide the Customer with evidence of the conclusion of the relevant insurance policies no later than at the time of signing the contract.
- 18.10 In the event of a possible change of the respective insurer, the Contractor is obliged to inform the Customer in advance and to submit a corresponding insurance confirmation in time.
- 18.11 At the request of the Customer, the existence of this insurance shall also be proven during the term of the Agreement.
- 18.12 If claims for damages by third parties in connection with the performance of the Contractor are asserted against the Customer or its Groups Companies the Contractor undertakes to fully indemnify and hold the Customer harmless from and against any and all claims by third parties.

## 19 CONFLICTS OF INTERESTS

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- 19.1 The conclusion of an agreement by the Contractor shall be deemed a binding declaration that the Contractor is not subject to any obligation or restriction with regard to the work it undertakes, nor will it assume any such obligation or restriction that could in any way interfere with or be incompatible with the agreed performance.
- 19.2 Should such a conflict of interest become known without the Contractor having reported it, the Customer shall be entitled to terminate the agreement in question without notice and to have any activities begun completed by a specialist of his confidence at the Contractor's expense. In this case, the Contractor shall be entitled to the proportion of the remuneration corresponding to the work already performed and the work that can be further utilised.

## 20 SUBCONTRACTOR

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- 20.1 Only companies which have been notified to the Customer in advance by the Contractor and approved by the Customer are permitted as subcontractors.
- 20.2 The Contractor shall bear the responsibility for the services provided by its subcontractors as if he had provided the respective services itself (vicarious agent within the meaning of para 1313a Austrian Civil Code) and shall indemnify and hold the Customer harmless.

- 20.3 The Contractor is obliged to ensure that the subcontractors have the necessary qualifications and authorizations to carry out the work. The Contractor shall instruct its subcontractors to the extent necessary prior to commencement of work, oblige them in writing to comply with the provisions of this Agreement and monitor compliance with these obligations on an ongoing basis.
- 20.4 The Contractor acknowledges that in the event of inadequate performance of the Contract, if the inadequate performance of the contract is attributable to the activity of one of the subcontractors, the Customer shall be entitled to prohibit further use of the subcontractor concerned and to request the Contractor to appoint a new subcontractor approved by the Customer.
- 20.5 In the event of a change or inclusion of another subcontractor by the Contractor, the Contractor must inform the Customer thereof as soon as possible. If the Contractor intends to change subcontractors, he is obliged to inform the Customer of the reasons for the change and to nominate a replacement within a reasonable period of time, but not more than 14 days. A change of subcontractor (or the inclusion of another) shall only be permitted with the consent of the Customer, whereby the Customer shall not refuse its consent if the Contractor proves that the change does not result in a disadvantage for the Customer.
- 20.6 In the event of subcontractor refusal, the Customer shall not be obliged to state the reason for the refusal.

## 21 CANCELTION

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- 21.1 The Customer is entitled to cancel an ordered service with immediate effect at any time, irrespective of whether it is a work performance (*Werkleistung*), a service (in the meaning of *Dienstleistung*) or any other type of service. If the Customer has expressly and bindingly committed in writing to the entire call off of the service cancelled on the basis of the previous sentence, the Customer shall owe to the Contractor only those fees which correspond to the performance status of the services actually rendered demonstrably by the Contractor until the cancellation becomes effective as well as an additional exit fee amounting to 4% of the difference between the originally expressly bindingly ordered fees (until the end of the waiver of termination or the non-cancellable term) and the actual performance status. The Contractor shall not have any further claims.
- 21.2 The cancellation must be signed by authorised representatives of the company and delivered to the recipient by registered letter or messenger or electronically signed using the Customer's system.

## 22 EXTRAORDINARY TERMINATION

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- 22.1 The Customer shall be entitled to dissolve the contract with effect from the corresponding declaration (extraordinary termination), in particular if one of the following reasons applies and the Contractor has caused this at least through gross negligence:
- d. the violation of secrecy obligations by the Contractor or a person employed by the Contractor for the performance,
  - e. anticompetitive arrangements of the Contractor,
  - f. it becomes apparent that the Contractor has provided incorrect advice,
  - g. the lack of authority of the Contractor,
  - h. gross violations of labour and social law by the Contractor,
  - i. technical or economic impracticality turn out. A project shall be considered economically unfeasible if the costs incurred by any of the parties involved increase by more than 25 % compared to the estimated costs,
  - j. if the Contractor fails to perform the agreed services despite a written reminder from the Customer setting a reasonable grace period,
  - k. if the Contractor deploys less qualified persons despite a written reminder from the Customer and does not remedy this shortcoming even after a reasonable period of grace,
  - l. if the Contractor violates essential provisions of this contract despite a written reminder from the Customer, whereby the Contractor has one week after receipt of the written reminder to remedy the instance of misconduct,
  - m. if a temporary or permanent disruption of current business operations occurs at the Customer due to concession, official regulations or court decisions or their economically unacceptable consequences,
  - n. presence of circumstances which obviously make timely performance impossible, unless the Customer is responsible for these circumstances,
  - o. granting, promising or offering a financial advantage by the Contractor to an employee of the Customer or an employee of another company affiliated with the Customer who is involved in the conclusion and execution of the framework agreement or an agreement on behalf of this employee or a third party,
  - p. if during the trial operation (if agreed) obstacles, errors, delays, technical incompatibilities or similar occur which make it impossible to provide the service in a timely and cost-effective manner.
- Extraordinary termination is also possible for important reasons other than those mentioned under a) to m).

- 22.2 If the Customer cancels the contract extraordinarily for reasons beyond the control of the Customer and for which the Contractor is responsible, the Contractor loses all claims to remuneration unless the Contractor has already provided partial services which can be utilised by the Customer.
- 22.3 If the Contractor is to blame for the occurrence of the reason for termination, it shall reimburse the Customer for any additional costs incurred by the Customer as a result of any transfer of the order to a third party (substitute performance) in addition to any further (damage) claims.

## 23 PROCEDURE UPON TERMINATION OF THE CONTRACT

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- 23.1 Upon termination of the Agreement, all data shall be transferred from Contractor to Customer and deleted on all systems of Contractor, unless statutory retention periods are applicable. The Contractor is obliged to provide the Customer with proof of deletion.
- 23.2 In the event of termination of the contract for any reason whatsoever, the Contractor shall, to the extent that it is reasonable and possible for him to do so, provide transitional support to the Customer or a Group Company for a maximum period of one year from termination at reasonable prices to be renegotiated if necessary for this case and shall undertake a transfer of know-how to the Customer or a third party designated by the Customer. If the contract has been terminated for reasons for which the Customer is responsible, the Contractor shall be entitled to demand advance payment for the services to be rendered in accordance with this section.

## 24 FREEDOM FROM THIRD-PARTY RIGHTS

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- 24.1 The Contractor guarantees that the performance owed under the contract, in particular software, is free of third-party property rights and that no other rights exist which restrict or exclude use by the Customer or a Group Company of UIG.
- 24.2 The Contractor shall defend the Customer and the Group Companies of UIG against claims asserted in connection with the use of the rendered deliveries and services which have been brought for infringement of intellectual property rights and shall assume all costs of a legal dispute or an out-of-court settlement, any necessary security services as well as legally determined compensation obligations or agreed settlement payments.
- 24.3 The Customer shall notify Contractor in writing immediately after becoming aware of any claims asserted and shall support Contractor in defending or settling the claim by providing appropriate and reasonable assistance and information.
- 24.4 If the use of the deliveries and services is prohibited by a court decision or if such a measure is imminent, the Contractor may, in consultation with the Customer, optionally:
- a. procure for the Customer the right to continue using the deliveries and services in accordance with the contract,
  - b. change the object of performance with unchanged functionality in such a way that no property rights are infringed,
  - c. replace the object of performance by another one which does not infringe any property rights and which meets the requirements of the Customer and is functionally equivalent to the replaced performance object.

## 25 CORPORATE SOCIAL RESPONSIBILITY (CSR)

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- 25.1 The Contractor undertakes to conduct its business in an environmentally compatible, ethically and socially responsible and sustainable manner. In particular, the Contractor assures that the services and products supplied have not been produced by exploitative work that is harmful to health, child labour, forced labour or any other manner that violates human dignity.
- 25.2 The Contractor undertakes to provide proof of compliance with these standards through certification, audits, etc., if necessary. He further undertakes to report the content of these CSR clauses to his pre-suppliers and to make every effort to commit them accordingly and to regularly check compliance with the obligations.
- 25.3 The Contractor assures to purchase services and products as far as possible from the EU area or from Europe and only exceptionally from the Far East and to keep traffic routes as short as possible.

## 26 MISCELLANEOUS

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- 26.1 The Customer shall be entitled to transfer (also repeatedly) this contract to any Group Company. The Customer shall notify the Contractor of such a transfer in writing.

- 26.2 The contract as well as any of the parties claims for tort (*deliktische Ansprüche*) is exclusively governed by the laws of the Republic of Austria excluding the conflict of law provisions of Austrian private international law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 26.3 Any disputes arising from or in connection with this contract including its validity and conclusion, are subject to the exclusive jurisdiction of the courts of Vienna, which are competent for the respective matter in dispute. This also applies to any claims for tort (*deliktische Ansprüche*). However, the Customer is also entitled to file a lawsuit or any injunction against the Contractor at any other court having jurisdiction for the Customer's registered seat or at any place where the Customer has established a branch office.
- 26.4 Both contracting parties shall make every effort to settle any disputes amicably.
- 26.5 The Contractor shall not be entitled to discontinue the services - in particular also services from agreements not affected - owed due to differences of opinion regarding the performance of services in accordance with the agreement and any associated payment stops by the Customer.
- 26.6 The Contractor is prohibited to refer directly or indirectly to his activities for the Customer or another UNIQA Group Company without the prior written consent of the Customer. This means in particular to name UNIQA as reference customer.
- 26.7 Should individual provisions of this contract be or become invalid, this shall not affect the validity of the remaining provisions. The contracting parties shall make every effort to replace the invalid provision with a valid provision that is as similar in effect as possible.
- 26.8 The Contractor shall be responsible for any stamp duty with regard to the Agreement. The fees as well as the costs for any stamp duty are already included in the offered price according to the price sheet. The Contractor shall indemnify and hold the Customer harmless in this respect.
- 26.9 This Agreement is established in two original copies and after signing each party shall receive one copy. This also applies to any agreements under this Agreement. Equivalent to signing is the usage of DocuSign.
- 26.10 An order accepted by the Contractor via the SAP Business Network constitutes an individual contract and meets the formal requirements.