

GENERAL TERMS AND CONDITIONS OF PURCHASE

A. Fundamentals

1. These General Terms and Conditions of Purchase ("**Contractual Terms and Conditions**") apply to all contracts concluded between Aareal Bank AG (the "**Bank**") and the Contractor (jointly with the Bank, the "**Parties**", or individually a "**Party**") (including these Contractual Terms and Conditions referred to as the "**Order**" or collectively the "**Orders**").

2. Different, contradicting or supplementary General Terms and Conditions of the Contractor will apply to Orders only if they have been explicitly accepted in writing by the Bank and – where different or contradicting General Terms and Conditions are concerned – with reference to the amended provision of these Contractual Terms and Conditions.

3. Individual agreements (e.g. framework supply agreements) and details in the order shall take precedence over these Contractual Terms and Conditions.

4. These contractual terms and conditions shall also apply to all future orders between the parties, insofar as this is a mutual commercial transaction, even if no express reference is made to these contractual terms and conditions.

5. Sections "**A. Fundamentals**" and "**D. General rules**" relating to the Contractual Terms and Conditions apply to all Orders regardless of the type of service provided. Sections B. and C. of the Terms and Conditions apply in addition, depending on the type of service provided. In the case of Orders where the Contractor performs advisory, design, development, implementation or other services on the basis of a contract for work or services for the Bank, section "**B. Terms and conditions for advisory and other services**" additionally applies. In the case of Orders for the purchase of movable goods (regardless of whether the Contractor produces them or purchases them from a third party, (sections 433, 650 of the German Civil Code (Bürgerliches Gesetzbuch – BGB)) and supplementary performance under a contract for work, section "**C. Terms and conditions for the purchase of movable goods**" applies in addition.

6. Notes regarding the applicability of statutory provisions are for clarification purposes only. Even without such clarification the statutory provisions apply provided that they were not immediately amended or explicitly excluded in these General Terms and Conditions for Purchase (GTC-P)

B. Terms and conditions for advisory and service performances

I. General provisions

§ 1 Nature and scope of services, contractual performance

1. The nature and scope of the services owed by the Contractor are set out in the Order.

The Contractor shall perform the services due in compliance with the contractual and statutory requirements, with the due diligence of a prudent businessman and in a professional, timely manner according to the current state of the art in the area of the services to be performed and at the time of performance. The Contractor undertakes to engage in ongoing further training in the area of the services to be performed and keep up to date at all times with relevant changes in its subject area.

If the Bank provides the Contractor with guidelines to be observed prior to the commencement of the services, the Contractor shall be obliged to observe the guidelines applicable at the Bank for the respective type of service (e.g. development and documentation guidelines). The Bank shall make these available to the Contractor prior to commencement of the services. Otherwise, the Contractor shall use its own guidelines

Any deadlines and dates specified in the Order shall always be binding on the Contractor unless they are expressly designated as non-binding in the Order. Where the Order does not specify deadlines and dates, they will be agreed between the Contractor and the Bank in good time.

The Contractor shall notify the Bank of any foreseeable deadline overruns or other delays as soon as they become evident to the Contractor, specifying the reasons for this.

2. The Contractor will arrange the required working hours independently. The Contractor is not subject to any restrictions or conditions imposed by the Bank regarding working hours but must structure working hours based on reasonable discretion, in particular while taking into account binding deadlines and dates.

3. The Contractor is free to choose from which location work is performed as long as the performance owed does not of necessity require something else.

If, by way of exception, services of the Contractor are to be performed on the business premises of the Bank, in each case such services are to be performed during the Bank's business hours (Monday to Friday between 6 a.m. and 8 p.m. GMT+2) after prior arrangement with the Bank. The Contractor undertakes to comply with the property-specific safety and security provisions and equipment at the Bank, of which the Contractor will be notified prior to working on the Bank's business premises for the first time and on an ad hoc basis in the case of

any changes, and to ensure compliance by the employees deployed by the Contractor.

The use of the Contractor's own technical equipment (such as hardware and software) on the business premises of the Bank is permitted only with the latter's prior written approval.

4. The Contractor will usually report to the Bank on the current status of order fulfilment weekly, but in any case immediately upon request by the Bank.

5. The Contractor is not allowed to

(a) act as the Bank's agent in relation to third parties; in particular, the Contractor may not engage in negotiations or express any declarations of intent resulting in consequences against the Bank or in its favour; or

(b) transfer the Order or individual obligations arising from it to a third party without the Bank's prior written approval.

§ 2 Remuneration and reimbursement of expenses

1. Unless otherwise agreed in the Order (e.g. a fixed price), the Contractor shall receive, for works and services performed, expense-based remuneration at the daily rates set out in the Order.

2. For expense-based remuneration, the remuneration shall be payable monthly, and the services performed during one calendar month by the Contractor shall be duly invoiced to the Bank by the 15th day of the following calendar month. To this effect, the Contractor's employees will record the daily working hours in an activity report, stating the Order item being processed. The Bank will be able to view the activity reports monthly. The activity reports countersigned by the Bank shall be appended to the respective invoice.

3. Where a fixed price has been agreed for work or services, the Bank shall,

(a) in the case of services subject to testing and approval, pay 70% in equal monthly instalments spread over the term agreed in the Order, 10% on provision for acceptance and 20% following acceptance;

(b) in the case of contracts not relating to services subject to testing and acceptance, pay 90% of the fixed price in equal monthly instalments over the term agreed in the Order and 10% following completion of the Order.

4. All services by the Contractor associated with the provision of services under the Order, with the exception of possible travel expenses, which are reimbursed according to the provisions in section B. § 2.5, are compensated upon payment of the remuneration.

5. Travel expenses are reimbursed only if the trip is made following prior agreement of the Bank and the latter has declared its

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readiness to assume the costs of such travel in advance, in writing or by e-mail. Travel times will not be remunerated. In the case of agreed payment for travel expenses and allowances, these will be refunded according to the following criteria:

Flight	Economy Class
Rail	2nd class
Flat mileage rate	according to the applicable tax regulations in each case
Hotel	actual costs, subject to a maximum of 3 stars
Public transport, taxi and parking fees	as incurred
Per-diem expenses	according to the applicable tax regulations in each case

6. All claims to remuneration and reimbursement of costs or expenses must be duly invoiced by the Contractor in accordance with the above provisions and shall be due within 14 days of receipt, by the Bank, of a written invoice from the Contractor that openly states the statutory sales tax.

7. Notwithstanding section 354a of the German Commercial Code (Handelsgesetzbuch – HGB), the Contractor may not assign any amounts owing to it or claims for the reimbursement of costs or expenses under the contractual relationship to third parties. The netting and the exercise of a right of retention by the Contractor against such claims shall be excluded to the extent that the claims in question are not undisputed, recognised by the Bank or established with legal force.

§ 3 Liability

1. The Parties shall be mutually liable for damages in the event of intent and gross negligence. In the event of ordinary negligence, the Parties shall be mutually liable, regardless of the legal basis, only for injury to life, body or health and for the breach of a material contractual obligation (cardinal obligations), i.e. an obligation that must be fulfilled to permit proper execution of the Order and may regularly be relied upon by the other Party. In this case, liability shall be limited to the amount of compensation for the typical, predictable damage occurring.

The liability for defects concealed with fraudulent intent under a quality guarantee and according to the German Product Liability Act (Produkthaftungsgesetz) shall remain unaffected.

2. The limitations on liability of this § 3 shall also apply in relation to the corporate bodies and employees of the Parties and in

relation to other third parties used by the Parties in the fulfillment of their obligations.

§ 4 Insurance

1. The Contractor must document to the Bank that liability insurance has been taken out to cover the following minimum amounts for each claim prior to the provision of services:

Personal injuries:	EUR 2,500,000.00
Property damage:	EUR 2,500,000.00
Financial losses:	EUR 1,500,000.00

2. The Contractor undertakes to provide documentation confirming the existence of the insurance cover to the Bank upon demand at any time. Moreover, the Contractor shall inform the Bank without delay if the insurance cover ceases to exist or no longer exists to the extent stipulated above.

§ 5 Rights of use and ownership rights

1. The **"Results of Work"** are evaluations, planning and concept documentation, program material (such as software, databases), including associated documentation, reports, drawings and similar work results.

"Individual Results of Work" are all work results and all elements of work results which the Contractor prepares or has had prepared by third parties specifically for the Bank as part of the Order. This includes changes, processing and redesigns of standard results of work (as defined below); the underlying standard result of work does not become an Individual Result of Work as a result.

"Standard Results of Work" are all work results and all elements of work results which the Contractor does not prepare or has not had prepared by third parties specifically for the Bank as part of the Order.

2. Upon complete payment of the remuneration due under the Order, the Bank shall receive the rights of use and ownership rights to all Individual Results of Work; these rights are not limited by time or place and are exclusive, transferable, and irrevocable. The Bank is entitled to use the Individual Results of Work produced in every respect, particularly for reproduction, translation, processing, distribution and presentation, to commercialise them and report on them in public, for third parties to use or operate them for the Bank and to use them not only for the Bank's own purposes but also to provide services to third parties. The rights of use with software refer particularly to their object and source code in all development, intermediate and final stages and the associated documentation as well as all other materials necessary for the exercise of utilisation rights, such as analyses, functional and technical specifications, plans and descriptions.

The Contractor waives the citation of the Contractor's naming by the Bank as the

originator and ensures that all other originators have waived the citation of their name.

3. After full payment of the remuneration due under the Order, a simple, transferable and irrevocable right of use for an unlimited period will be received by the Bank, which applies only to companies associated with the Bank according to sections 15 ff. of the German Public Limited Companies Act (Aktengesetz – AktG), covering all Standard Results of Work and all standard methods and process models, standard training documentation and standard software products of the Contractor including the associated manuals and documentation, if and to the extent that these belong to the scope of services of the Order and the Bank signs the corresponding standard licence contracts of the Contractor.

4. The Contractor is entitled to integrate in the work results third-party products (including Open Source software and works distributed under open content licences) if no additional costs are incurred by the Bank from this and prior consent for this use has been obtained from the Bank in writing or by e-mail. Consent can be denied only for good cause. Good cause shall be deemed to prevail in particular if the Bank's interest in maintaining confidentiality or the possibility of commercial use of the work results are adversely affected by terms in the licence provisions of the third-party products. The rules above apply with regard to the acquisition of rights of use and ownership.

If the results of work contain Open Source software, the Parties agree to what extent the Bank is to ensure the acquisition of any rights to the Open Source software and/or works which are distributed under open content licences contained in the work results, and all warranty and maintenance claims by the Bank will be directed entirely to the third parties. The Contractor undertakes to inform the Bank directly after becoming aware, if at all possible prior to the signing of the contract, of whether the deliveries and services of the Contractor contain Open Source software and/or works which are distributed under open content licences.

The Contractor will use this Open Source software only in such a way that the programming provided by the Contractor is in no case subject to the Open Source software's licence provisions (e.g. under copyleft licences such as the General Public License (GPL)). In order to ensure this, the Contractor shall check the relevant Open Source software licence provisions prior to using Open Source software.

In the event that the Contractor violates the aforementioned terms and/or the licence provisions of the respective Open Source software, the Contractor shall – without prejudice to the provisions in section D. § 4 – indemnify the Bank comprehensively from all damages, including the reimbursement of legal fees charged on the usual (hourly) basis.

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§ 6 Results of work provided by the Bank

1. The Bank may provide the Contractor, where provided for in the Order, with its own results of work or the results of third-party work for the creation of the subject of performance. The Contractor acquires a simple, non-transferable and not sub-licensable right to use, reproduce, process and remodel the results of work made available to the Contractor which is limited to the country of the place of performance and to the duration of the Order, where this is necessary for the purposes of fulfilling the Order. Further use, especially for own purposes or third-party purposes, is permitted only with the Bank's prior written approval.

2. The Contractor is not authorised to disassemble, decompile, reproduce, reconstruct, imitate or produce (reverse engineer) the Bank's own results of work, such as software received from the Bank.

3. If specific specialised knowledge relevant to competition specified in the Order (such as procedures, methods and software components) of the Bank or companies associated with the Bank is made available to the Contractor, then the Contractor undertakes not to develop similar work results – the same or comparable functions – using the work results provided to the Bank as a template. The same applies to advisory services.

§ 7 Duration of the contract and termination

1. If the Order has been concluded in the form of a service agreement and unless the Parties have agreed otherwise, the Order may be terminated by either Party by giving 4 weeks' notice to the end of the month.

2. The right to terminate this Agency Contract for good cause without notice remains unaffected.

Good cause shall be deemed to exist for the Bank in particular if

(a) the Contractor, despite receiving a written reminder from the Bank, fails to provide evidence of the existence of an insurance policy pursuant to section B. § 4 or if the insurance policy no longer exists or no longer exists as owed;

(b) under the conditions set out in section D. § 7.3 and section D. **Fehler! Verweisquelle konnte nicht gefunden werden.Fehler! Verweisquelle konnte nicht gefunden werden.**

3. In the case of extraordinary termination of an Order by the Bank, the rights of use and any ownership rights cited in section B. § 5 and, to the extent it exists, the respective source code for the work result to be produced at the time of the termination shall be transferred to the Bank. The Bank

will pay a one-time compensation fee in the amount of the nominal value of the service provided to the Bank by the Contractor for the transfer of the source code as well as usage and ownership rights, based on the compensation agreed for the provision of services and crediting any payments already made by the Bank.

4. In order to be effective, termination must be in writing or in the form of a qualified electronic signature.

II. Special provisions for IT services

§ 8 Additional provisions governing software

To the extent that the Contractor's services comprise the one-off or recurring design, creation, processing and/or implementation of software, software components, interfaces or other computer programs within the meaning of section 69a of the German Act on Copyright and Related Rights (Urheberrechtsgesetz – UrhG), for example in the context of maintenance and service obligations, the Contractor additionally undertakes to comply with the recognised software development standards, particularly with regard to requirements documentation, to the taking into account of the need to protect the processed data, to the documentation of the application and to the tests to be performed.

§ 9 Information security

1. If and insofar as the services of the Contractor comprise the operation, customised creation and/or customised adaptation of software and/or the Contractor stores or otherwise processes data of the Bank (e.g. business data received from the Bank or generated by the Contractor in the course of rendering its services for the Bank) on its IT systems and/or has such data stored or otherwise processed on the IT systems of subcontractors for the purpose of or in connection with rendering its services, the design of the underlying IT systems and IT processes shall comply with the recognised information security standards.

2. Compliance with the recognised information security standards by the Contractor, where applicable, as evidenced by means of market-standard and generally recognised certifications (e.g. ISO 2700x, the Federal Office for Information Security's IT-Grundschutz (systematic basis for information security), C5 / ESCLOUD or similar) which as a minimum comprise the following requirements ("**Required Measures**"):

- availability of internal control systems and adequate technical and organisational equipment of IT operations in line with appropriately recognised standards;
- adequate information risk management;
- adequate functional segregation, particularly with regard to development and operation, both for user and authority administration;

- adequate information security management which includes in particular the following control mechanisms:

- entrance and physical access control to buildings or parts of buildings;
- access and separation control through adequate authorisation management, taking account in particular of the following aspects: need-to-know principle, administration of privileged authorisations, regular review of authorisations granted, life cycle of authorisations;
- transfer control for data and data carriers during their use, transmission, storage and disposal/destruction;
- input control through logging;
- availability control for data through measures such as data backup, fallback computers (capacities), virus protection and firewalls;
- order control to ensure that data is only processed or passed on in accordance with the Bank's instructions (i) in accordance with statutory provisions or (ii) where technically necessary or (iii) to third parties;

- adequate contingency management;
- adequate compliance organisation (compliance with statutory and contractual requirements, verification of information security); and
- adequate qualitative and quantitative staffing to ensure compliance with the above-mentioned requirements.

The Contractor undertakes to present to the Bank any existing certifications including the underlying audit reports at the start of the Order without being prompted and in the course of the Order at the Bank's request, at any time, and to ensure in the course of the Order that existing certifications remain valid. If the continuation of one or more certifications is at risk or if deficiencies affecting the Contractor's performance are identified, the Contractor shall notify the Bank immediately and suggest measures to ensure that the Bank meets its obligations under supervisory and privacy laws and the Bank's interests to protect its trade and business and other data are safeguarded. If any changes in certification occur, then the Contractor shall likewise notify the Bank without delay.

3. If and to the extent that the Contractor is unable to provide evidence of compliance with the recognised information security standards by means of certification pursuant to section B. § 9.2, the Contractor shall be obliged to comply with the required measures specified in the Bank's catalogue of required measures. The version of the catalogue of required measures applicable at the time the Order is concluded shall be made available by the Bank to the Contractor.

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The Bank will notify the Contractor of any changes to the catalogue of required measures by sending a copy of the amended version to the Contractor. Unless the Contractor objects to a transmitted amended version of the catalogue of required measures within four (4) weeks of receipt, the amended version shall replace the existing version at the end of this period for the purposes of the Order and shall be considered to have been agreed with binding force between the Parties. The Bank undertakes to notify the Contractor explicitly of the intended purpose of its action at the start of the period.

4. If and to the extent that the Contractor and/or the Contractor's subcontractors use, for services and activities within the meaning of section B. § 9.1, third-party hardware and/or software (including of the Contractor's subcontractors and/or its subcontractors), the Contractor shall ensure that this hardware and/or software is in a properly and professionally maintained condition at all times. If an end of lifecycle is approaching, the Contractor shall inform the Bank in good time and submit proposals as to how it should be handled.

5. The Bank has the right, subject to prior announcement, to perform its own security penetration tests in order to evaluate the effectiveness of the measures implemented by the Contractor and/or the Contractor's subcontractors in the areas of cyber security and internal IT security.

III. Special provisions for services that are ready for testing and acceptance:

§ 10 Acceptance

1. If and to the extent that the Contractor, under the Contract, owes works, work results or other services that are ready for testing and acceptance (e.g. development, creation, adaptation, migration or implementation of hardware, software, hardware or software components, interfaces, databases, data holdings, documentation, concepts etc.), the provisions of this section B. § 10 and of the following section B. § 11 shall apply in addition.

2. The Bank shall be obliged to accept the Contractor's services provided and made available in accordance with the contract in accordance with the following provisions. With acceptance, the Bank declares to the Contractor that the services provided by the Contractor (such as the system introduced and or the plan provided) correspond to what was contractually agreed in all material respects, particularly to the description of service.

3. The Contractor can demand the performance of partial acceptance reviews for parts of the service which are able to be delineated and are able to be used commercially in an independent manner. In this case, the combination of all parts is the object of final acceptance.

4. The Contractor shall notify the Bank in written or text form of completion of the contractual service and request its acceptance.

5. The request for acceptance by the Contractor to the Bank will include an inventory of the work and services to be reviewed and accepted and the work or service itself. Individual software components will be handed over as source code (in list form if desired) as well as in the form of executable programs. The proper request and handover of the work and services start the two-week (for plans) or four-week (for other services such as software components) approval period for the Bank to review the readiness for acceptance.

6. The approval review for software or software components will be performed with the test data/cases to be provided by the Bank.

7. At the request of the Bank, the Contractor is obliged to be present for the acceptance tests and support the Bank in performing them. During the approval review, the Bank will produce a record of errors found, in which the description of the error, the test cases/data, the actions which led to the error and the classification of the error are included.

8. The Bank will provide the acceptance report to the Contractor no later than the end of the approval period. It will include the declaration or refusal of acceptance, the subject matter of the final review, the grounds for refusal of acceptance and the error report.

9. Errors found during the approval review in concepts or other services (except software or software components) will be categorised as follows:

Category 1: No significant effect on usability. The use of the plan is not limited or is limited only to an insignificant degree.

Category 2: Significant effects on usability. The use of the plan is significantly limited. If there is an accumulation of multiple Category 1 errors which is equivalent in effect to a Category 2 error, then these are to be treated as Category 2.

10. Errors found during the approval review of software or software components will be categorised as follows:

Category 1: No significant effect on functionality and usability. The use of the system is not limited or is limited only to an insignificant degree.

Category 2: The use of the system is not impaired to the extent that it cannot be used. The error can be worked around with reasonable business means, organisational or otherwise. If there is an accumulation of multiple Category 1 errors which is equivalent in effect to a Category 2 error, then these are also to be treated as Category 2.

Category 3: The system cannot be used or the error cannot be worked around with reasonable business means – organisational or otherwise. If there is an accumulation of

multiple Category 1 and/or 2 errors which is equivalent in effect to a Category 3 error, then these are to be treated as Category 3.

11. The classification of errors is performed according to the error categories by mutual agreement between the Parties. The final decision on the declaration or refusal of acceptance rests with the Bank.

12. Acceptance is to be declared by the Bank in the acceptance report as soon as the Contractor has proved that the service due has been delivered (such as functioning of the system according to the description of service and/or the agreement of the plan with the description of service) and no Category 2 errors (for plans and other services) and/or Category 3 errors (for software and software components) have occurred. Implicit acceptance is excluded.

13. If acceptance is refused, the provisions of section B. § 10.2 up to (and including) § 10.13 apply again to all further attempts by the Contractor to provide the work or service.

14. Category 1 errors (for plans and other services) and Category 1 and 2 errors (for software and software components) will be corrected, if possible, during the acceptance review. After the acceptance, remaining Category 1 errors and – for software components – Category 2 errors as well will be corrected under warranty (section B. § 11).

§ 11 Warranty

1. The Contractor warrants according to the statutory provisions that the services performed are free from error and defects of title and, in particular, have the contractually agreed quality.

2. The Bank's right to withdraw from the Order and/or to claim damages in lieu of full performance is excluded if the defect is insignificant. In particular, all Category 3 errors and Category 2 errors are considered to be significant errors for software and software components and all Category 2 errors are considered to be significant errors for plans and other services.

3. The warranty is null and void for work or services which the Bank has changed or has otherwise intervened in, unless the Bank proves that the change and/or intervention is/are not the cause of the error.

4. The Contractor can demand compensation of efforts in which the Contractor works as a result of an error report and the Bank has not proved an error in the work or services rendered.

C. Terms and conditions for the purchase of movable goods

I. General provisions

§ 1 Orders, change requests

1. Orders by the Bank are binding only if they are made in writing or using a qualified electronic signature. If an automatic

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purchase order tool is used for Bank orders, text form shall be sufficient.

2. If the Contractor fails to accept a purchase order made by the Bank within fourteen (14) calendar days of its receipt by confirming the purchase order to the Bank or if the Contractor fails to execute the purchase order unconditionally by sending the goods, the Bank shall be entitled to revoke the purchase order without this entitling the Contractor to claims for damages.

3. As long as the Contractor has not yet completely fulfilled its obligations arising from an order, the Bank may demand reasonable modifications in relation to the construction, implementation, quantity, and delivery time. In so doing, the consequences (e.g., increased or reduced costs, delivery times) shall be mutually agreed.

§ 2 Nature and scope of services, contractual performance

1. The nature and scope of the services owed by the Contractor are set out in the Order.

The Contractor shall perform the services due in compliance with the contractual and statutory requirements, with the due diligence of a prudent businessman and in a professional, timely manner according to the current state of the art in the area of the services to be performed and at the time of performance. The Contractor undertakes to engage in ongoing further training in the area of the services to be performed and keep up to date at all times with relevant changes in its subject area.

The Contractor shall notify any concerns in relation to the type of the service without undue delay and in writing and shall suggest modifications which the Contractor considers to be necessary to comply with the agreed specifications or statutory requirements.

2. Any deadlines and dates specified in the Order shall always be binding on the Contractor unless they are expressly designated as non-binding in the Order. Where the Order does not specify deadlines and dates, they will be agreed between the Contractor and the Bank in good time.

The Contractor shall notify the Bank of any foreseeable deadline overruns or other delays as soon as they become evident to the Contractor, specifying the reasons for this.

In the event of a default in delivery, the Bank may demand liquidated damages of 0.25% of the net price of the Order per full calendar day of the default in delivery, subject to a maximum of 5% of the net price. Any additional statutory claims (rescission, damages in addition to / in lieu of performance) remain unaffected. The Contractor is free to prove that no damage incurred, or that the damage incurred was lower.

Any early deliveries, deliveries outside the Bank's business hours specified in

section C. 2.3, as well as partial or excess deliveries require the Bank's consent.

3. Unless otherwise stipulated on the Order, the place of fulfillment is Wiesbaden, Germany.

If, by way of exception, services of the Contractor are to be performed on the business premises of the Bank, in each case such services are to be performed during the Bank's business hours (Monday to Friday between 6 a.m. and 8 p.m. GMT+2) after prior arrangement with the Bank. The Contractor undertakes to comply with the property-specific safety and security provisions and equipment at the Bank, of which the Contractor will be notified prior to working on the Bank's business premises for the first time and on an ad hoc basis in the case of any changes, and to ensure compliance by the employees deployed by the Contractor.

The use of the Contractor's own technical equipment (such as hardware and software) on the business premises of the Bank is permitted only with the latter's prior written approval.

§ 3 Packaging

Unless agreed otherwise, the Contractor shall, at the Bank's request and at the Contractor's own cost and expense, take back any packaging at the place of receipt with the Bank.

§ 4 Remuneration and reimbursement of expenses

1. The prices stated on an Order are binding and, in case of doubt, include statutory sales tax and, unless otherwise agreed, includes delivery "free buyer's address" including packaging.

If the Parties, as an exception, agree a delivery "ex works", without stating a specific mode of transport, the Contractor shall ship the goods at the lowest possible cost; any additional costs shall be borne by the Contractor.

2. All services by the Contractor associated with the provision of services, under the Contract in question, are compensated upon payment of the remuneration. Expenses incurred by the Contractor (e.g. costs for materials, travelling expenses, transport, insurance) shall not be reimbursed without a separate agreement.

3. All claims to remuneration and reimbursement of costs or expenses must be duly invoiced by the Contractor in accordance with the above provisions and shall be due within 30 days of full performance of the service owed and receipt, by the Bank, of a written invoice from the Contractor that openly states the statutory sales tax. If the Contractor provides documents, documentation, manuals or other written records, the completeness of the delivery and the service will also require the receipt of any such documents.

The Contractor is made aware that invoices may only be processed if the order number

shown in the Order is stated; the supplier will be responsible for all consequences which occur as a result of a non-compliance with that duty, unless the Contractor demonstrates that the Contractor is not responsible therefor.

4. Notwithstanding section 354a of the German Commercial Code (Handelsgesetzbuch – HGB), the Contractor may not assign any amounts owing to it or claims for the reimbursement of costs or expenses under the contractual relationship to third parties. The netting and the exercise of a right of retention by the Contractor against such claims shall be excluded to the extent that the claims in question are not undisputed, recognised by the Bank or established with legal force.

§ 5 Warranty

1. The Contractor warrants according to the statutory provisions that the services performed are free from defects of quality and of title and, in particular, have the contractually agreed quality.

2. Claims based on defects by the Bank require the Bank to have met its obligation to inspect the goods and to give notice of defects (section 377 of the German Commercial Code (Handelsgesetzbuch – HGB)). Obvious defects such as wrong shipment, visible damage or incorrect product quantities must be notified within five (5) business days (Monday to Friday except bank holidays at the place of fulfillment) following full delivery. Other defects must be notified within five (5) business days of their discovery.

3. The Bank may in any case, at its own option, demand that the Contractor rectify the damage or deliver a new item. Moreover, it is authorised to remedy defects itself and to demand damages from the Contractor for the expenses incurred if the Contractor is in default with the removal of the defect or the defect needs to be remedied immediately due to a particular need for urgency.

4. Claims by the Bank due to defects shall be statute-barred 36 months after the transfer of risk.

§ 6 Product liability and indemnification

1. If the Contractor is responsible for a product damage, the Contractor shall indemnify the Bank from and against any and all third-party claims, so far as the cause of the damage is in the Contractor's sphere of control and organisation and the Contractor is itself liable in the relation to third parties.

2. The Contractor shall maintain product liability insurance with an adequate sum insured which corresponds to the product-specific risks per personal injury/property damage claim; any additional claims for damages of the Bank remain unaffected thereby.

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§ 7 Provision of materials by the Bank

1. If the Bank provides substances, materials, tools, templates, samples or other objects to the Contractor for the production of the service due, they shall remain the property of the Bank.

2. The processing of such objects is performed for the Bank, so that the Bank acquires ownership of the new object. If the objects provided by the Bank are inseparably combined or mixed with objects belonging to the Contractor or a third party, the Bank will acquire co-ownership of the mixture or new object in the proportion of the value of the object (purchase price plus VAT) to the value of the other mixed objects at the time of the combining or mixing. If the combining or mixing is made in such a manner that the Contractor's object must be considered to be the main component, the parties hereby agree that co-ownership will pass to the Bank on a pro rata basis; the Contractor shall keep the sole ownership, or co-ownership, for the Bank.

II. Special provisions for services that are ready for testing and acceptance

§ 8 Acceptance

1. If and to the extent that the Contractor, under the Contract, owes works, work results or other services that are ready for testing and acceptance, the provisions of this section C. shall apply in addition. § 8.

2. The Bank shall be obliged to accept the Contractor's services provided and made available in accordance with the contract without delay. With acceptance, the Bank declares to the Contractor that the services provided by the Contractor correspond to what was contractually agreed in all material respects, particularly to the description of service.

3. The Bank is not obliged to make partial acceptances.

4. The Contractor shall state the order number in all dispatch and shipping papers; otherwise, the Bank will not be responsible for any resultant delays.

5. The acceptance shall be documented in writing. Implicit acceptance is excluded.

6. If acceptance is refused, the provisions of section C. § 8 apply again to all further attempts by the Contractor to provide the work or service.

D. General rules

§ 1 Regulatory Framework

1. As an approved European Union credit institution, the Bank is subject to special statutory and regulatory requirements (collectively the "**Regulatory Frameworks**") resulting in particular from the German Banking Act (Kreditwesengesetz – KWG), Circular 10/2021 (BA) of the Federal Financial Supervisory Authority (BaFin) on the

"Minimum Requirements for Risk Management" (MaRisk) and Circular 10/2017 (BA) of the Federal Financial Supervisory Authority (BaFin) on the "Supervisory Requirements for IT in Financial Institutions" (BAIT).

2. The Contractor undertakes to cooperate fully with the Bank with regard to compliance with and implementation of the Regulatory Frameworks where the Contractor's performance under an Order is concerned. The Contractor will support the Bank at its request in the implementation of the Regulatory Frameworks and any instructions received from the competent supervisory authorities of the Bank. This also includes any necessary changes or additions to the Order in question on account of changed Regulatory Frameworks or on account of the incomplete implementation of the Regulatory Frameworks.

§ 2 Duties to cooperate

Where an act of cooperation by the Bank is required for the Contractor to fulfil services, the Contractor shall also offer the services to the Bank if a period of time defined in calendar terms has been or can be specified for the cooperation; section 296 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) does not apply.

§ 3 Subcontractors

1. To perform the services due, the Contractor's own employees may be used if they are reliable and sufficiently qualified.

2. Subject to the Bank's prior written consent and without incurring any additional costs to the Bank, the Contractor shall moreover be entitled to have individual services carried out by suitable other third parties (each a "**Subcontractor**") ("**Outsourcing**"). The reservation of consent shall apply accordingly if the scope of services of an external contract for which consent has already been granted changes significantly.

3. The Contractor shall structure and conclude contracts with subcontractors in accordance with the rules of the Order in question. Regardless of this and regardless of the Bank's consent to the Outsourcing, the Contractor shall remain fully responsible for the fulfillment of their obligations vis-à-vis the Bank and shall be liable for the actions and omissions of their Subcontractors and other persons they use to fulfil their duties, to the same extent as they are liable for their own actions and omissions.

§ 4 Freedom from third-party rights

1. The Contractor warrants that the transfer of rights and use of the services provided and goods sold according to the Order in question is not impeded by the property rights of third parties, including employees and independent contractors of the Contractor, and indemnifies the Bank for any claims of third parties which are asserted for infringement of these rights.

In the event of a violation of property rights within the meaning of this section D. § 4.1

the Contractor shall ensure subsequent performance, at their choice, by either

- (a) obtaining, for the Bank, the rights of use for the delivered items; or
- (b) arranging for the items delivered to be free of encumbering rights; or
- (c) replacing the items delivered with other items of corresponding performance capacity that violate no property rights.

Further rights and claims by the Bank shall remain unaffected.

2. The Contractor shall only be liable pursuant to section D. § 4.1 if the Bank notifies it of third-party claims without delay in writing or by e-mail, does not acknowledge the claimed infringement of rights and leaves all out-of-court disputes to be settled by the Contractor or conducts these only as mutually agreed with the Contractor (particularly in the case of court proceedings). Court and legal expenses incurred by the Bank due to the legal defence shall be borne by Contractor. If the Bank ceases use in order to mitigate loss or for any other significant reasons, the Bank shall notify the third party that the cessation of use does not constitute acknowledgment of the claimed infringement of the property rights.

3. If the Bank itself is responsible for the infringement of property rights, claims against the Contractor are excluded.

§ 5 Indemnification claim

In the event that the Contractor or one of its subcontractors violates any regulations concerning minimum remuneration (e.g. Minimum Wage Act (Mindestlohngesetz - MiLoG), Employee Secondment Act (Arbeitnehmer-Entsendegesetz - AEntG)) and this leads to mandatory payment by the Bank, the Contractor shall release the Bank from such payment obligations upon first request in writing.

§ 6 Confidentiality; return of documents

1. The Contractor is permitted to use the documentation, data and information provided by the Bank (whether in writing, electronically, verbally, in digital or any other form) only to accomplish the contractually agreed tasks. Any use which goes beyond this, particularly for the Contractor's own purposes or those of any third parties, is not permitted.

2. The Parties mutually undertake to keep all information, documents and personal data arising from or in connection with the business operations of the other Party and/or affiliated with them (sections 15 ff. of the German Public Limited Companies Act (Aktengesetz – AktG)) secret, which were left or made accessible to them by the other Party in connection with the implementation of the Order in question or of which they gain knowledge in another way (collectively "**Confidential Information**") and, to that extent, comply with the statutory provisions governing data protection pursuant to the

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GDPR and German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and to maintain banking secrecy if applicable.

In particular, Confidential Information comprises business secrets within the meaning of section 2 no. 1 of the German Trade Secrets Act (Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG) and/or information or documents that are explicitly marked as confidential and/or that are recognisably confidential on account of their content or nature, or of the circumstances, e.g.

- (a) know-how disclosed in connection with the performance of the Order in question, including information, data, sketches, drawings, documents, pictures, files, analyses, compilations, studies and other materials provided for this purpose;
- (b) all client data and client-related information, whether individual pieces of information or in aggregated form, including all personal data of the client;
- (c) all information on suppliers and service providers, business partners, sources of supply, purchasing conditions and prices, discounts and other price-related information, plus the contact details for suppliers' and service providers' employees;
- (d) all technical information disclosed or otherwise obtained in connection with the performance of the Order in question, in particular regarding architecture, structure, design, configuration, components and algorithms used, contained software as object or source code or other such information;
- (e) business information and operational data, including non-public financial data, planning data, business plan information, business strategies and similar trade secrets;
- (f) information on logistics and the sale of products, including internal business procedures and processes in connection with the marketing of products;
- (g) information on employees and other staff involved in the Order in question, whether individual pieces of information or in aggregated form, including all personal data; and
- (h) any other Confidential Information specifically named in the Order in question.

The Contractor shall ensure by suitable technical, personnel and organisational measures that all Confidential Information is kept separately from the data of the Contractor or other third parties, can be inspected and surrendered individually, and cannot be accessed by unauthorised third parties, whether internally or externally.

The Parties undertake to inform each other without delay if they believe that any of the

preceding provisions may have been breached.

3. The duty of confidentiality shall not apply to information which:

- (a) was already known to the recipient of the information at the time it was provided without any obligation of non-disclosure,
- (b) had already entered the public domain at the aforementioned time or later other than as a result of any action by the recipient of the information in violation of the law or the contract,
- (c) is lawfully received from a third party in the absence of any duty to maintain confidentiality,
- (d) is expressly released by a written declaration by the party disclosing the information,
- (e) which was developed independently by the information recipient outside the Order in question, or
- (f) must be disclosed under a statutory duty. In this case, the provider of the information shall be notified of this without delay prior to disclosure, and further action is to be coordinated with that party.

Furthermore, this shall not prejudice section 5 of the German Trade Secrets Act (Gesetz zum Schutz von Geschäftsgeheimnissen – GeschGehG).

4. This non-disclosure agreement shall apply beyond the termination of the Order in question.

5. The Contractor will provide the knowledge and information obtained to employees only if this is necessary to achieve the purpose of the Order and the employees have been obliged to comply with the data secrecy provisions contained in the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (Bundesdatenschutzgesetz – BDSG) and, where applicable, with banking secrecy requirements as well as the requirements and provisions of this contract. In this case, the Contractor hereby warrants that the above provisions will be observed by all persons involved. At the Bank request, the Contractor shall provide suitable documentary evidence confirming that these undertakings have been duly imposed on the persons involved. Should any employees of the Contractor be deployed at one of the Bank locations, they may also be obliged to submit a separate declaration of confidentiality or similar declaration directly to the Bank using the Bank's forms.

6. This provision shall apply by analogy if, subject to the requirements of section D. § 3.2, external consultants are involved with the Bank's approval.

7. The Contractor furthermore undertakes to return without request or at any time on first request documentation made available to it in the event that the Order in

question has ended and to destroy or delete all documentation etc. produced on the basis of the information provided in such a way that it cannot be restored, and to provide suitable proof of the destruction and/or deletion to the Bank in an appropriate form upon request by the latter. Deletion is barred if

- (a) deletion is in violation of statutory retention periods,
- (b) there is reason to assume that deletion would adversely affect interests of the party affected which are to be protected, or
- (c) deletion is not possible due to the particular type of storage or is possible only with unreasonably great effort or expense.

The same applies to any access rights provided on systems of the Bank.

This shall not prejudice the duty of non-disclosure. This duty of non-disclosure shall continue to apply notwithstanding the ordinary or extraordinary termination of the Order in question. The obligation to delete shall not apply to routinely prepared backup copies of electronic data communications, and to the extent that information and documentation and/or copies thereof are required by law or internal compliance guidelines of the receiving Party and its affiliated companies (sections 15 ff. of the German Public Limited Companies Act (Aktiengesetz – AktG) to be retained by the receiving Party, its affiliated companies (sections 15 ff. AktG) or their consultants, provided that these will not be returned or destroyed, subject to the prerequisite that this information and documentation and/or copies thereof are subject to an unlimited obligation of confidentiality according to the provisions of this contract.

8. The Bank agrees that the Contractor may also use electronic means of communication, such as e-mail, in communication with the Bank. The Parties will establish a channel for e-mail communication among themselves in a timely manner for this purpose, which is encrypted and corresponds to the state of the art. As of the time when this channel is established, the exchange of e-mail between the Parties will be conducted exclusively via the encrypted channel. If the Contractor communicates with third parties based on a corresponding contractual authorisation granted here, the Contractor is responsible for corresponding security

§ 7 Duties to cooperate to avoid corruption

1. The Bank does not tolerate corruption of any kind in its business relationships. The Contractor undertakes to avoid corruption of every kind in its business activities and likewise to instruct persons and subcontractors acting on behalf of it accordingly and to monitor them. This obligation includes both active and passive bribery in business transactions, particularly bribery of office holders by the aforementioned persons and passive

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corruption of office holders. This includes, for example, actions such as offering, promising or granting a financial advantage or other advantage in order to bring about or reward an action by another contrary to duty or the performance of service by an office holder. This also includes demanding, arranging or accepting a financial advantage or other advantage for oneself or close relatives or dependents as a consequence of which the recipient performs an action contrary to duty.

2. At the Bank's request, the Contractor shall disclose its anti-corruption policy applicable in its enterprise. The Contractor shall report to the Bank without undue delay any attempted bribes of which it learns within its sphere of responsibility to the extent that such attempts concern the interests of the Bank and such reporting is not in conflict with any mandatory provisions of applicable law. In such case the Contractor shall allow the Bank to investigate the matter and support the Bank in the investigation to the best of the Contractor's abilities.

3. A breach of any of the aforementioned duties will entitle the Bank to terminate the Order without notice. Regardless of other contractual and legal provisions, the Contractor is obliged in this case to compensate loss of any kind which the Bank incurs from this termination and the circumstances on which it is based. Any agreed limitations of liability shall not apply in this respect.

§ 8 Naming as a reference

The Contractor is only entitled to name the Bank as a reference customer in individual cases with the Bank's prior written consent.

§ 9 Force majeure

1. In cases of force majeure, the Party affected shall be exempt from the obligation to provide or accept the service for the duration and to the extent of the impact thereof. Force majeure is any event outside the relevant Party's sphere of influence which is unforeseeable by any human understanding and which could not have been avoided even when applying proper due care and which prevents the Party in full or in part from fulfilling its obligations, including fire damage, flooding, pandemics, strikes and lawful lockouts and operations disruptions or official orders which were not the fault of the contracting party.

2. The Party affected shall notify the other Party immediately of the occurrence and disappearance of force majeure and shall do its best to limit the impact of the force majeure appropriately. The right of either Party to terminate the Order in question for good cause in the event of prolonged force majeure shall remain unaffected.

§ 10 Miscellaneous

1. The law of the Federal Republic of Germany applies to all Orders, to the exclusion of the UN Sales Convention.

2. The place of jurisdiction is Frankfurt am Main, Germany.

3. Every Order and its changes and additions must be made either in written form or in the form of a qualified electronic signature, whereby a valid Agreement shall also take effect in the case of a combination of these forms via multiple identical copies of the contract. This shall also apply to any amendments to this formal clause. If an automated purchasing order tool is used for the offer of a contract that is aimed at the acceptance of an offer or the acceptance of a contract, the text format is sufficient for both declarations of contract in this case.

4. Should individual provisions of an Order be or become ineffective or impracticable, either in full or in part, the Order in question will continue to be in full force and effect in all other respects. The same applies if there is a regulation gap in this Order. The provision which is partially or wholly void or which is missing shall be replaced by one to which the Parties would have agreed on the basis of a reasonable assessment of the provision which is partially or wholly void or missing had they been aware of the circumstances. The void provision shall be replaced with one that comes legally closest to the original business intent.