

General and Special Terms and Conditions of Purchase of NTT DATA Deutschland SE

1. Scope of Application

- 1.1. These General Terms and Conditions of Purchase ("**GTCP**") and the Special Terms and Conditions of Purchase ("**STCP**") apply to all contracts ("**Order**") concluded by NTT DATA Deutschland SE, Hans-Döllgast-Straße 26, 80807 Munich ("**NTT DATA**") with its suppliers ("**Contractor**").
- 1.2. The GTCP and STCP apply in the version valid at the time of conclusion of the respective Order or in the version last communicated to the Contractor in text form. The GTCP and STCP also apply to similar future Orders placed with the Contractor, even if their validity is not explicitly agreed again within the scope of these Orders.
- 1.3. For all contractual services and pre-contractual obligations between NTT DATA and the Contractor, only these GTCP and STCP apply, unless otherwise agreed in writing. Other contractual terms and conditions (e.g. Contractor's terms and conditions) will not become part of the contract, even if NTT DATA does not expressly object to them in individual cases. Even if NTT DATA refers to a written document containing or referring to the terms and conditions of the Contractor or a third party, this does not constitute acceptance of the validity of these terms and conditions for an Order.
- 1.4. The services to be provided pursuant to an Order by the Contractor may also be provided for a customer of NTT DATA ("**End Customer**").

2. Conclusion of Contract and Components of Order

- 2.1. The specific Order comes into effect by written acceptance ("**Purchase Order**") from NTT DATA, referring to an offer made by Contractor or in the case of a concluded agreement in which the parties have agreed on the general procurement of services for a specific term at a specific price upon NTT DATA's request ("**Framework Agreement**"), through the corresponding service request by NTT DATA vis-à-vis the Contractor, ("Release Order from Framework Agreement").
- 2.2. If NTT DATA places an Order with Contractor with regard to services which Contractor must provide to an End Customer and if no contractual agreement has yet been concluded between the respective End Customer and NTT DATA for the provision of these contractual services by NTT DATA to the End Customer, the respective Order is subject to the condition precedent of the conclusion of the respective contract between NTT DATA and the respective End Customer.
- 2.3. Contractor must inform NTT DATA immediately of any obvious mistakes (e.g. typographical errors and miscalculation) and any incompleteness in the Purchase Order or release orders from the framework contract, including the related documents, for the purpose of correction or completion.
- 2.4. The following order of priority applies to the below listed contractual documents, whereby in case of contradictions of individual provisions in these documents the provision in a numerically lower-titled document take precedence over the provision in a numerically higher-titled document:

- I. Purchase Order pursuant to clause 2.1.

- II. Negotiation records/confirmed individual Release Order from Framework Agreement (if available)
- III. Tender documents from NTT DATA (if available)
- IV. Specification of services of the Contractor's final offer (but excluding the Contractor's delivery and contractual terms and conditions)
- V. Framework Agreement or other individual agreement(s) between NTT DATA and the Contractor (if available)
- VI. Any applicable STCP
- VII. These GTCP

3. Period of Performance and Default

- 3.1. A period of performance defined by NTT DATA in the Order or specified by Contractor in its offer is binding. With regard to timelines specified according to weeks or months the first working day is deemed to be bindingly agreed.
- 3.2. Contractor undertakes to immediately notify NTT DATA in writing if it is unlikely that it will be able to meet the agreed periods of performance - for whatever reason.
- 3.3. If Contractor does not provide its services or is in default with regard to the provision of the services, NTT DATA's rights are determined in accordance with clause 3.4 and otherwise in accordance with statutory provisions.
- 3.4. If Contractor is in default, NTT DATA may demand a contractual penalty in the amount of 0.2 % of the net value of the respective Order per calendar day of default, but no more than 5% of the net value of the delayed delivery. NTT DATA is entitled to demand the contractual penalty in addition to the performance; the right to assert further damage remains unaffected. Any asserted penalties will be offset against the damages.

4. Services Provided by Contractor, Transfer of Risk, Default of Acceptance

- 4.1. Contractor is responsible for providing or delivering the services specified in the Order.
- 4.2. Contractor will provide the services pursuant to an Order with utmost care, observing state-of-the-art science and technology, whereby Contractor is not authorised to provide partial services or prematurely without the prior written consent of NTT DATA.
- 4.3. Contractor ensures that all relevant statutory provisions at the time of the provision of services are complied with by Contractor and any subcontractors who may be used to provide the service. In particular, Contractor is responsible for ensuring that it has obtained all licenses, releases, approvals and consents required legally or by third parties, which are necessary for the provision of services within the scope of an Order.
- 4.4. Contractor will indemnify NTT DATA from any third-party claims based on the failure of Contractor or a subcontractor commissioned by Contractor to comply with a relevant legal provision or their violation of a relevant legal provision.
- 4.5. Contractor will manage and take full responsibility for provision of the contractually owed services. Only Contractor is authorised to give instructions to its employees. Contractor must ensure that, for its part, the personnel assigned by it are not incorporated in the business operations of NTT DATA, in the business operations of a group company of NTT DATA, or, in the case of use of Contractor by an End Customer, in the business operations of an End Customer.
- 4.6. Prior to commencement of the services, Contractor must appoint a responsible contact person, who is

- authorized to receive declarations. Communication within the context of an Order with regard to legally binding declarations and also with regard to deployed personnel takes place exclusively via the contact person nominated by Contractor. A change of contact person must be announced to NTT DATA in due time.
- 4.7. Contractor will only use sufficiently qualified employees for the execution of the Order and provide proof thereof on request of NTT DATA. In the event of repeated or serious misconduct by individual employees to the detriment of NTT DATA, NTT DATA may require Contractor to refrain from using these employees within the context of the provision of services. Contractor must replace these employees immediately. Contractor will bear the costs for the full training of the replacement employee. Performance deadlines must nevertheless be met.
- 4.8. Contractor must comply with applicable security regulations and information guidelines of NTT DATA and/or the respective End Customer when providing the services. NTT DATA will make these available to Contractor upon request.
- 4.9. When accessing information and telecommunications technology belonging to NTT DATA or End Customer, Contractor must strictly adhere to applicable information security guidelines.
- 4.10. Contractor undertakes to comply with any further or amended guidelines provided by NTT DATA. This does not apply to the extent that it is unreasonable for Contractor and Contractor has objected in writing to NTT DATA with respect to the guideline immediately after becoming aware of it, stating the relevant reasons.
- 4.11. Contractor is not entitled to represent NTT DATA unless otherwise expressly agreed between the parties.
- 4.12. Contractor must expressly offer NTT DATA its services even if a specific or determinable calendar date and time has been agreed for an action or act of cooperation on the part of NTT DATA (e.g. provision of material).
- 5. Cooperation of NTT DATA**
- 5.1. NTT DATA will take necessary cooperative steps in good time, insofar as these are explicitly agreed in these GTC, STCP or within the scope of an Order. If necessary, NTT DATA's obligations of cooperation specified by Contractor must always be described exhaustively by Contractor in the respective offer.
- 5.2. NTT DATA will provide Contractor with the documents/information - agreed upon within the scope of the obligations of cooperation, if available, at the agreed dates. If information cannot be disclosed openly due to conflicting third-party rights, this does not constitute insufficient cooperation.
- 5.3. Insufficient or untimely cooperation of NTT DATA must be reported and demanded by Contractor immediately in writing. Otherwise, NTT DATA is not in default and Contractor cannot invoke improper cooperation by NTT DATA.
- 6. Employees of the Contractor**
- 6.1. Contractor confirms that no investigations have been carried out against Contractor in reference to the Act on Mandatory Working Conditions for Workers Posted Across Borders and for Workers Regularly Employed in Germany ("Arbeitnehmer-Entsendegesetz") or such investigations have been inconclusive.
- 6.2. Contractor is obligated to grant the minimum wage stipulated in the applicable statutory and collective agreements, in particular the Arbeitnehmer-Entsendegesetz, minimum wage law and the applicable collective agreements, as well as agreed surcharges, including contributions to social insurance, employment promotion, social security expenses and other legally required fees to employees and marginally employed persons.
- 6.3. Furthermore, Contractor must ensure that any permits that may be required (in particular residence and work permits) for all employees deployed by Contractor in the performance of the Order are available at all times and that any applicable visa regulations are complied with.
- 6.4. In addition, the Contractor is obligated to inform NTT DATA if investigations by the competent authority are launched against it due to the violation of work permit or residency provisions or due to a violation of the Arbeitnehmer-Entsendegesetz.
- 7. Prices, Conditions of Payment, Invoice Details**
- 7.1. The prices stated in Contractor's offer and, if applicable, the identical price contained in the Purchase Order are binding. All prices are exclusive of statutory VAT, which must be shown separately. The agreed prices are fixed until the conclusion of all contractually owed services.
- 7.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, as well as travel expenses). If travel expenses are not included in the price, then the travel expense agreement for external service providers of NTT DATA applies, which will be provided to Contractor upon request.
- 7.3. The agreed price is payable within 45 calendar days of the complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice by NTT DATA without deductions.
- 7.4. If NTT DATA makes the payment within 30 calendar days, Contractor will grant NTT DATA a 2% discount on the gross amount of the invoice. In the case of a bank transfer, the payment will be deemed to have been made on time if NTT DATA's transfer order is received by NTT DATA's bank before the end of the payment period; NTT DATA is not responsible for delays by the banks involved in the payment transaction.
- 7.5. In all delivery documents and invoices, the order number, cost centre, Order and contact person must be specified by NTT DATA in addition to the statutory requirements under § 14 UStG (German Value-Added Tax Act). If one or more of these details is missing and as a result, processing within the normal course of business by NTT DATA is impaired, the corresponding invoice may be rejected by NTT DATA and returned to Contractor. The payment periods defined in clause 7.4 will be extended accordingly until an invoice corresponding to the prerequisites specified in clause 7.6 has been submitted by Contractor to NTT DATA.
- 7.6. NTT DATA is entitled to withhold due payments as long as NTT DATA still has claims against Contractor from incomplete or defective services.
- 7.7. Contractor has a right to set-off or of retention only on the basis of legally established or undisputed counterclaims.
- 7.8. Possible banking fees will be borne by each party itself.
- 8. Changes to Services and Additional Services**
- 8.1. NTT DATA may, except when a purchase contract (Kaufvertrag) is the subject of the respective Order,

demand changes in the contractual services from Contractor at any time. This applies in particular if changes to the services or additional services are required in order to achieve the contractual purpose agreed between the parties, if such changes are necessary to adhere to the deadlines and/or budget and/or if an End Customer requires NTT DATA to make a corresponding change to the service.

- 8.2. Contractor is obliged to immediately check a change addressed to it by NTT DATA for its feasibility as well as its effect on costs, quality and deadlines and to provide NTT DATA with this assessment in writing within a reasonable period.
- 8.3. Contractor can only object to the implementation of a change request by NTT DATA if it cannot reasonably be expected to implement the change request.
- 8.4. If Contractor accepts the change request by NTT DATA, Contractor will provide NTT DATA with a new written offer ("**Supplementary Offer**") for the additional services stating the original Purchase Order (PO number). The changed service may only be provided after the Purchase Order has been placed for the Supplementary Offer.
- 8.5. No remuneration will be made for services provided by Contractor that do not meet these requirements. If no agreement is reached on a change request, NTT DATA may terminate with immediate effect the existing contract for the service affected by such change request if NTT DATA cannot reasonably be expected to adhere to the contract without the implementation of the requested change. Other termination rights (statutory and/or contractual) of NTT DATA remain unaffected.

9. Rights to Work Results

9.1. Contractor grants NTT DATA the irrevocable, transferable and exclusive right, unrestricted by time or place, to use the results ("**Work Results**") within the scope of an Order in all known and unknown ways. The exclusive rights of use will pass to NTT DATA immediately upon the creation of the Work Results and thus, where applicable, continuously. These include the following rights in particular:

- the right to register protectable industrial property rights, in particular patents, designs or utility models, for the Work Results;
- the right to make changes, translations, adaptations or other modifications to the Work Results and to have them further developed by themselves or by third parties;
- the right to use the Work Results, also in edited form, on computers or other data processing machines or to have them used by third parties;
- the right to save, duplicate, present, publish, disseminate in a physical or intangible form, in particular reproduce non-publicly and publicly, the Work Results in the original or an edited form on any medium;
- the right to use them in databases, data networks and online services, including the right to make the Work Results, including those in edited form, available to users of databases, networks and online services for research and retrieval;
- the right to use the Work Results not only for proprietary purposes, but also to use the Work Results for the provision of services and other performances for third parties;
- the right to disclose the Work Results to third parties (free of charge or against charge) without the consent of Contractor and to grant third parties rights to use the Work Results without the consent of Contractor

- 9.2. Contractor waives the right to be named as author of the Work Results. This also applies for the time after termination of the respective Order.
- 9.3. At the latest upon termination of the Order, Contractor must, without being requested to do so, surrender all Work Results, associated documents, materials and data to NTT DATA, if required on request of NTT DATA during the term of the contract. Contractor is entitled to keep a copy of the Work Results for proof of the services provided for a maximum period of time as specified in applicable statutory provisions for retention. Contractor is not entitled to any further rights, in particular the right to reproduce or distribute such Work Results.
- 9.4. Insofar as Contractor provides software developments or other programmes on the basis of an Order, Contractor provides NTT DATA with the documented source code as well as documentation consisting of a functional and technical description of the source code to the extent of the transfer of rights pursuant to this clause 9. This must be submitted at the latest on acceptance of the Order and is therefore a prerequisite for acceptance.
- 9.5. All claims of Contractor for the transfer of rights to the Work Results to NTT DATA are settled by payment of the respective remuneration of Contractor pursuant to clause 7.

10. Rights of Third Parties

- 10.1. Contractor warrants that the contractually agreed use of the contractual services does not conflict with the rights of third parties.
- 10.2. Each party will inform the other party without undue delay in writing if third parties assert rights to the Work Results against a party.
- 10.3. Contractor will indemnify NTT DATA from all third-party claims arising from the violation of its rights vis-à-vis NTT DATA based on Contractor's Work Results and, in particular, defends NTT DATA from all third-party claims against NTT DATA at its own expense, insofar as this is legally permissible. This does not apply if Contractor is not responsible for the violation. Contractor must, without being requested to do so, keep NTT DATA continuously informed in writing about the course of the dispute with the third party.

11. Warranty

- 11.1. NTT DATA is entitled to statutory claims in the case of material and legal defects ("**Defect**") of goods or services provided and also in the case of other violations of obligations by Contractor, unless otherwise specified below.
- 11.2. According to the statutory provisions, Contractor is liable in particular for the fact that Contractor's goods and/or services are in the condition agreed in the Order upon transfer of risk to NTT DATA. In any case, those descriptions which have become the subject matter of the respective Order, in particular by designation or reference in the Order, are deemed to be an agreement on the condition. It makes no difference whether the description originates from NTT DATA, Contractor or any third parties/manufacturer.
- 11.3. If Defects are discovered prior to or at the time of the transfer of risk or occur during the respective limitation periods applicable pursuant to clause 11.6, Contractor will, at NTT DATA's discretion, either remedy the Defects within a reasonable period set by NTT DATA (repair) or deliver or provide new goods/services free of Defects (subsequent delivery).
- 11.4. If Contractor does not comply with its obligation to rectification of Defects ("Nacherfüllung"), then NTT

- DATA is entitled to withdraw from the contract in whole or in part or to demand a reduction in the agreed price or to remedy the Defect itself and to claim reimbursement for the incurred costs or an appropriate advance payment from Contractor.
- 11.5. If rectification of Defects by Contractor has failed or NTT DATA cannot reasonably be expected to accept it (e.g. because of particular urgency, danger to operational safety or imminent occurrence of disproportionate damage), no deadline is required; in such circumstances, NTT DATA will inform Contractor without undue delay and if possible, prior to the commencement of the removal actions.
- 11.6. The limitation period for claims for Defects begins with the transfer of risk and, unless otherwise stipulated in the respective STCP, is governed by the statutory provisions.
- 11.7. Upon receipt of the written notification of Defects by Contractor, the limitation period of warranty claims will be suspended until Contractor rejects the claims or declares the Defect remedied or otherwise refuses to continue negotiations with NTT DATA concerning the claims. In the case of replacement and remedy of Defects, the warranty period for replaced and repaired parts begins again, unless NTT DATA had to assume, based on the behaviour of Contractor, that the latter was not obliged to take the measure, but instead carried out the replacement or remedying of the Defect only for reasons of goodwill or similar.
- 11.8. The costs incurred by Contractor for the purpose of reviewing and subsequent performance (including any removal and installation costs) will be borne by Contractor even if it turns out that in actual fact there was no Defect. The liability for damages in the case of unjustified remedy of Defects remains unaffected; in this respect, however, NTT DATA will be liable only if NTT DATA has recognised, or failed to recognise through gross negligence, that there was no Defect.
- 11.9. By accepting or approving presented samples or specimens, NTT DATA does not waive its entitlement to warranty claims.
- 11.10. Further or other statutory claims remain unaffected.

12. Liability

Unless otherwise stipulated in these GTCP or applicable STCP, Contractor's liability is governed by the applicable statutory provisions.

13. Confidentiality

- 13.1. The parties will treat as confidential any and all knowledge of confidential information and trade secrets of the other party obtained during the execution of an Order, for the duration of the Order and for a term of 5 years after its termination. Such information includes, in particular, technical and non-technical information, data, ideas, inventions, trade secrets, know-how and/or other information that is identified as confidential or identifiable as such.
- 13.2. The parties will not disclose any confidential information or material to third parties and to take all reasonable precautionary measures to protect their confidentiality. Third parties include employees who do not need confidential information to perform their duties. The parties will alert its employees to the obligation of non-disclosure and secrecy and consequences of any violation of such obligation. Third parties within the meaning of this clause do not include companies affiliated with NTT DATA pursuant to §§15ff. AktG (German Stock Corporation Act), as well as End Customers of NTT DATA, insofar as the disclosure of confidential information

is necessary for the fulfilment of contractual obligations.

- 13.3. Upon request of the disclosing party, the receiving party will destroy all confidential documents handed over to it, including all copies, or return them. Upon request of the disclosing party, the receiving party will confirm the destruction of the documents.
- 13.4. Confidential information and copies thereof is exempt from the obligation to return and/or destroy pursuant to clause 12.3 to the extent and for as long as such confidential information must be retained for legal reasons, as well as routine backup copies of electronic data traffic. In case such information and copies are not returned or destroyed, such backup copies and information must not be used for purposes other than archiving and preservation of evidence and must continue to be treated confidentially.
- 13.5. The confidentiality obligation does not apply to information (i) which was already known or subsequently made public at the time of publication, without any failure to comply with the above provisions, (ii) disclosed by the disclosing party expressly on a non-confidential basis, (iii) that was already in the lawful possession of the receiving party prior to disclosure, or (iv) that was subsequently disclosed to the receiving party by a third party without violating a confidentiality obligation. The burden of proof for the existence of one of the above exceptions is borne by the receiving party.

14. Data Protection

- 14.1. Contractor must ensure that all persons employed by it for the provision of services within the scope of an Order comply with the statutory provisions on data protection.
- 14.2. If Contractor processes personal data on behalf of NTT DATA, the parties will conclude a corresponding data processing agreement, which will be made available to Contractor by NTT DATA. Contractor must ensure that, in the case of a further transfer of activities to Contractor's subcontractors, the obligations arising from the Data Processing Agreement will be agreed upon with the subcontractor accordingly.

15. Information Security

- 15.1. Data within the meaning of this clause 14 is machine-processable characters or a sequence of characters stored electronically, magnetically or otherwise not immediately perceptible or documented in any other form and from which information can be derived. Contractor is obliged to secure data provided within the scope of the Order or information derived therefrom by NTT DATA, the End Customer as well as its own data and information required for the provision of services against unauthorised access, alteration, destruction and other misuse using state-of-the-art technology, to process this data separately from the data and information of Contractor's other clients and to ensure the complete recovery of this data or information at any time.
- 15.2. NTT DATA may, depending on the need to protect the data and information in the respective Order and in particular if an End Customer so requests from NTT DATA and its subcontractors, provide evidence of an appropriate level of information security in Contractor's premises, in particular by providing appropriate certificates (e.g. ISO 27001, TISAX etc.)
- 15.3. Contractor warrants that no malware (e.g. software infected with viruses, worms or Trojan horses) will be used in the execution of an Order or for damage resulting from the use of the aforementioned malware by NTT DATA or End Customer.

- 15.4. Insofar as Contractor provides services in the premises of NTT DATA or End Customer or accesses IT systems of NTT DATA and/or End Customer, Contractor must comply with any guidelines regarding information security of NTT DATA or End Customer, which NTT DATA will make available to the Contractor on request.
- 15.5. Contractor must ensure that any subcontractors employed by it are obliged to comply with the essential obligations defined in this clause 14 by means of corresponding contractual provisions.

16. Subcontractors

- 16.1. Contractor may only use subcontractors with the provision of services or parts thereof, with the prior written consent of NTT DATA.
- 16.2. NTT DATA's consent for subcontracting to a subcontractor may be conditional and is revocable.
- 16.3. NTT DATA is entitled to withdraw with immediate effect, in particular if, within the scope of a hearing or decision by the German pension insurance scheme, it should emerge that a subcontractor has a dependent employment relationship or is assumed to have one.
- 16.4. Contractor must ensure that subcontractors complies with the essential obligation under these GTCP and STCP and respective Orders, in particular with regard to information security, confidentiality and data protection.
- 16.5. Contractor must ensure that each of its subcontractors meets the legal minimum wage requirements for its employees.
- 16.6. Contractor is liable to NTT DATA for the fault of the subcontractors employed by it as well as for its own negligence.
- 16.7. If Contractor violates any of the aforementioned obligations or assurances in clauses 15.1 - 15.6, Contractor will be liable to NTT DATA for all resulting damages. Contractor will indemnify NTT DATA from all claims arising from such violations. In addition, the parties agree that a violation of the content of this clause 15 constitutes good cause that entitles NTT DATA to terminate the contract with Contractor without notice.

17. Special Regulatory Conditions in the Banking Sector

- 17.1. If the subject matter of the Order is the provision of services for an institute within the meaning of § 1 KWG (German Banking Act) ("*Institute*") as an End Customer of NTT DATA to which the provisions of §§ 25a and 25b KWG apply, Contractor will comply with the minimum risk management requirements ("MaRisk") pursuant to the respective valid version of the Circular of the Federal Financial Supervisory Authority ("BaFin"), as due to the further transfer of services by NTT DATA to Contractor, the obligations pursuant to AT 9 MaRisk apply to Contractor's performance share.
- 17.2. The following obligations within the meaning of MaRisk are to be fulfilled by Contractor in relation to the services to be provided by it and to areas outsourced to it within the meaning of MaRisk:
- Contractor must notify NTT DATA of significant defects in its performance without undue delay after their discovery.
 - Contractor must, without being requested to do so, without undue delay inform NTT DATA in writing about any developments that could significantly affect the proper performance of its services.
 - The further transfer or partial further transfer of service owed under the contract by Contractor

- to a subcontractor requires the formal written consent of NTT DATA and the End Customer.
- Contractor grants NTT DATA, End Customer, BaFin and Deutsche Bundesbank information, inspection and access rights to the relevant premises and systems required to perform their monitoring functions, as well as the necessary rights of instruction and control.
 - NTT DATA, End Customer, BaFin and Deutsche Bundesbank have the right to carry out audits of Contractor at any time, fully and unhindered in accordance with the statutory provisions. Contractor grants BaFin or any other entity responsible for monitoring the business operations of End Customer or NTT DATA a full, complete and unhindered right of access, inspection and audit at any time. The right to audit also includes the right to make copies of documents relevant to the performance of the audit.
 - Contractor, provided that it simultaneously provides services to several institutes, ensures that its services provided to NTT DATA are separated from the service areas of Contractor's other customers by appropriate technical and organisational precautionary measures in accordance with the relevant requirements of the relevant supervisory authorities. In this regard, Contractor also ensures that services for different customers can be provided independently of each other and that any rights to issue instructions exercised by different customers can be taken into account independently of each other.
 - Contractor will comply with all reporting obligations arising from MaRisk vis-à-vis the supervisory authorities or third parties appointed by them, the End Customer or NTT DATA. When submitting reports to the supervisory authorities or the End Customer, NTT DATA must be given a copy of the submitted report.

18. Anti-Corruption and Compliance

- 18.1. Contractor must:
- comply with all applicable national and international laws, statutes, regulations, criminal code as well as any anti-bribery, anti-corruption, anti-money laundering and anti-tax evasion legislation (collectively referred as "Anti-Bribery Requirements") as well as environmental and labour law regulations;
 - not perform any activity, practice or conduct which would constitute an offence under the Anti-Bribery Requirements and to avoid any conflict of interest of a personal or professional nature within the framework of the present contractual relationship;
 - not (directly or indirectly) promise, nor offer nor grant any undue financial or other advantage both in the private and public sector which may violate Anti-Bribery Requirements;
 - comply with all principles of the United Nations Global Compact;
 - strictly comply with the NTT DATA EMEA and NTT DATA respective policies relating to anti-bribery and anti-corruption ("Anti-Bribery Policies") which include inter alia aa) the relevant provisions of the NTT DATA EMEA Global Code of Business Conduct, including without limitations Exhibit A "Suppliers and Agents minimum standards of conduct" available at <https://de.nttdata.com/einkaufsbedingungen>, the

- EMEA Anti-Corruption Policy, available at <https://de.nttdata.com/einkaufsbedingungen> or upon request;
- f) have, maintain and comply with throughout the term of this Order its own compliance regulations, policies and procedures, including but not limited to adequate procedures under the applicable Anti-Bribery Requirements, policies and procedures relating to accounting for financial transactions, training personnel and third parties due diligence, to ensure compliance with Anti-Bribery Requirements as well as regulations which include the further development of professional activity with regard to ethics and integrity and are anchored in Contractor's code of ethics and whose essential purpose is the identification of risks in complying with legal regulations and/or possible criminal offenses within the company as well as their prevention and control;
- g) report promptly to NTT DATA any potential or effective breach of this clause 17;
- h) indemnify and keep NTT DATA harmless for any damages or costs that may arise from a breach of this clause 17.
- 18.2. NTT DATA has, in addition to the audit rights pursuant to clause 18, the right to carry out audit, to examine and to make copies of all records relating to the Order, including any accounting, contractual and financial records and internal policies and procedures ("Audit Rights"). Contractor must retain all records and accounts for the entire duration of the Order and for further years following the Order termination, in accordance with the local applicable tax laws. The Audit Rights must be included in any contract that Contractor signs with its subcontractors within the Order and term of the Order.
- 18.3. In addition, in the event Contractor engages subcontractors or any other third parties that are providing, if any, services in relation to the Order, Contractor must provide in the relevant subcontract the same provisions as set forth in this clause 17.
- 18.4. In the event of a violation by Contractor of existing obligations pursuant to this clause 17, NTT DATA has an extraordinary right to immediately terminate the Order and further business relations with Contractor. A claim for damages of Contractor does not exist in this case. NTT DATA is entitled to assert claims in the event of any impairment caused by aforementioned infringement.
- 19. Audit Rights**
- 19.1. NTT DATA is entitled to assure itself of Contractor's fulfilment of the obligations arising from an Order, including the obligations pursuant to these GTCP or STCP, through appropriate checks. ("Audit") if
- a) NTT DATA has factual indications that Contractor is violating essential obligations pursuant to these GTCP and/or STCP, or
- b) End Customer requires an Audit by Contractor.
- 19.2. An Audit at Contractor's premises will take place under the constant supervision of competent employees of Contractor. Contractor must ensure that in the case of an Audit, such employees are available at the time of the Audit. If NTT DATA wishes to carry out such an Audit, Contractor will provide NTT DATA without undue delay with the information required and requested for the Audit. NTT DATA endeavours to avoid interruptions to Contractor's business operations as effectively as possible.
- 19.3. Contractor must ensure that NTT DATA is also

- entitled to the right to Audit with respect to Contractor's subcontractors.
- 19.4. NTT DATA is authorised to commission an independent service provider who does not compete with Contractor and undertakes to maintain confidentiality.
- 19.5. The cost of an Audit will be borne by NTT DATA, unless the Audit proves that Contractor has violated its obligations under the relevant Order that was the subject of the scope of the Audit.

20. Environment

- 20.1. NTT DATA Group is working to protect the environment by reducing the environmental footprint of its operations and making progress toward its goal of becoming carbon neutral by 2030, supported by the emission reduction targets NTT DATA Group has set under the Science Based Targets initiative. NTT DATA also expects its contractors to protect the environment and reduce burdensome environmental impacts. For this reason, NTT DATA not only commits itself to compliance with the principles set forth in this clause 19, but also commits its contractors to compliance with these principles.
- 20.2. During the performance of services, Contractor must use the necessary resources (in particular materials, country, forests, energy and water) effectively and efficiently and minimize the environmental impact (in particular with regard to waste, waste water, soil quality, soil modification, water quality, forests air and noise pollution). This also applies to the logistics/transport effort.
- 20.3. If the delivery of goods is agreed, Contractor must, upon request, without undue delay provide NTT DATA with such information as will enable NTT DATA to assess the quantitative evaluation of Contractor's resource efficiency in relation to the total annual Order volume with NTT DATA (e.g. total energy consumption; CO2 emissions; total water consumption; process waste water quantity; waste quantities; VOC emissions). In addition, upon request, Contractor will provide NTT DATA with information (including data on material usage) for a life cycle assessment with respect to the deliverables or parts of the deliverables in accordance with the VDA's data collection format for life cycle assessments. If the deliverables are chemical substances, mixtures or materials, Contractor will provide NTT DATA with "safety data sheets" ("Safety Data Sheets")
- 20.4. Contractor is obliged to ensure by appropriate contractual arrangements with its subcontractors that the regulations contained in this clause 19 ("Environment") are complied with.

21. Social Responsibility

- 21.1. It is of paramount importance to NTT DATA that entrepreneurial activities take into account social responsibility towards its own employees and society at large. For this reason, NTT DATA not only commits itself to compliance with the principles set forth in this clause 20, but also obligates its contractors to comply with these principles.
- 21.2. Contractor is committed to compliance with the principles and rights adopted by the International Labor Organization (ILO) in the "Declaration on Fundamental Principles and Rights at Work" (Geneva, 06/98), the guidelines of the UN Global Compact Initiative (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011).

The following principles are of particular importance:

- Respect for human rights

- Prohibition of child labor and forced labor
- Positive and negative freedom of association
- No discrimination on the basis of gender, race, ethnic origin, religion or belief, trade union membership or similar, disability, age, sexual identity, nationality, marital status, political affiliation, veteran status, or any other characteristic protected by local law
- Compliance with occupational safety and health protection
- Protection against individual arbitrary personnel measures
- Ensuring employability through education and training,
- Compliance with socially adequate working conditions
- Creation of conditions that allow employees to enjoy a decent standard of living
- Remuneration that enables the securing of livelihood including social and cultural participation,
- Realization of equal opportunities and family-friendly conditions
- Protection of indigenous rights
- Prohibition of bribery and extortion
- Safeguarding animal welfare and protection, in particular observance of the 3R principle (Re-placement, Reduction, Refinement) in animal experiments
- Compliance with applicable laws and regulations

In view of the above, the Contractor must take reasonable measures to avoid bribery offences in its business.

- 21.3. Furthermore, Contractor must observe the prohibition of harassment, abuse and punishment with any form of violence at work. In particular, Contractor must comply with the prohibition of hiring or using private or public security forces for the protection of a corporate project, if the prohibition of torture and cruel, inhuman or degrading treatment is disregarded during the use of the security forces due to a lack of instruction or control on the part of the company or if life and limb are injured in any other way.
- 21.4. Security service providers commissioned by Contractor must contractually ensure compliance with all internationally recognized human rights and associated environmental rights.
- 21.5. Contractor undertakes not to participate in land grabbing. Contractor must likewise comply with the prohibition against unlawful eviction of land, forests, and waters when acquiring, cultivating, or otherwise using land, forests, and waters that serve as a person's livelihood. Rather, Contractor must obtain free, prior and informed consent (FPIC) from existing land users, for example as defined under the UN-REDD program, and provide adequate compensation when land use has been granted to Contractor.
- 21.6. Upon written request, Contractor will provide NTT DATA with information on non-financial performance indicators such as environmental, employee and social concerns, respect for human rights and the fight against corruption and bribery as well as the underlying strategies and processes in accordance

with recognized standards, e.g. in the form of a sustainability report in accordance with GRI or DNK declaration of conformity. If Contractor is required by law to report on non-financial performance indicators, it is sufficient to submit the relevant report.

- 21.7. Contractor warrants that the information it provides in relation to its non-financial performance indicators in accordance with clause 20.6 is accurate, complete and up to date as of the relevant date referred to in the documents or information and gives a true and fair view of Contractor's non-financial condition.
- 21.8. It is Contractor's responsibility to ensure that its subcontractors also act in accordance with the regulations set out in this clause 20 ("Social Responsibility")

22. Obligation on the Act on Corporate Due Diligence Obligations in Supply Chains (LkSG)

- 22.1. In addition to the obligations in clause 20 and 21, the Contractor undertakes to comply with the prohibitions standardized in the LkSG during the execution of the Order.

This concerns the:

- Prohibition of child labor (Sec. 2 (2) No. 1 LkSG);
 - Prohibition of the worst forms of child labor for children under 18 years of age (Sec. 2 (2) No. 2 LkSG);
 - Prohibition of employment of persons in forced labor (Sec. 2 (2) No. 3 LkSG);
 - Prohibition of slavery (Sec. 2 (2) No. 4 LkSG);
 - Prohibition of disregarding the applicable duties of occupational health and safety (Sec. 2 para. 2 no. 5 LkSG);
 - Prohibition of disregard for freedom of association (Sec. 2 (2) No. 6 LkSG);
 - Prohibition of unequal treatment in employment (Sec. 2 (2) No. 7 LkSG);
 - Prohibition of withholding reasonable wages (Sec. 2 (2) No. 8 LkSG);
 - Prohibition of causing harmful environmental changes (Sec. 2 para. 2 no. 9 LkSG);
 - Prohibition of unlawful eviction (Section 2(2)(10) of the LkSG);
 - Prohibition of the unauthorized commissioning or use of private or public security forces for the protection of the entrepreneurial project (Sec. 2 para. 2 no. 11 LkSG);
 - Prohibition of a beyond the digits (i) to (xi) any action or omission that goes beyond (i) to (xi) and is likely to impair a protected legal position (Sec. 2 (2) No. 12 LkSG);
 - Prohibition of unlawful handling of mercury or products containing mercury (Sec. 2 para. 3 nos. 1-3 LkSG);
 - Prohibition of illegal production and use of chemicals (Sec. 2 para. 3 no. 4 LkSG);
 - Prohibition of non-environmentally sound handling, collection, storage and disposal of waste (Sec. 2 para. 3 no. 5 LkSG);
 - Prohibition of unlawful export or import of hazardous waste (Sec. 2 para. 3 nos. 6-8 LkSG)
- 22.2. In connection with the execution of the Order, the Contractor undertakes to cooperate exclusively with suppliers who, for their part, have undertaken to

comply with the prohibitions set forth in clause 22.1 shall be observed. In the event of a violation of prohibitions according to clause 22.1 by indirect suppliers, Contractor shall provide NTT DATA with reasonable assistance to remedy the violation. The Contractor shall endeavour to obligate its suppliers within the meaning of Sec. 2 para. 7 or 8 LkSG in accordance with this clause 22.1.

- 22.3. NTT DATA is entitled to:
- Carry out trainings to enforce the obligations under clause 22.1 and 22.2;
 - Review the Contractor's compliance with the obligations under clause 22.1 and 22.2 by way of an audit if there is sufficient cause. Sufficient cause shall be deemed to exist, among other things, if NTT DATA must expect a significantly changed or significantly expanded risk situation at the Contractor. The Contractor shall grant NTT DATA reasonable access to the relevant areas and documents. If the audit reveals that the contractor is in breach of its obligations under clause 22.1 and 22.2 he shall take remedial action without undue delay. The costs of the audit shall be borne by NTT DATA unless it is determined that the Contractor has failed to meet its obligations under clause 22.1 and 22.2 are not complied with. In this case, the entire costs shall be borne by the Contractor;
 - to terminate the contractual relationship for good cause in the event of a breach of this clause 22.1.
- 22.4. The Contractor shall inform NTT DATA in writing, without particular request, about risks and possible violations pursuant to Sec. 2 para. 2 to 4 LkSG in its own business area or in its supply chain.

23. Obligation to Maintain Pecuniary Damage Liability Insurance

Contractor must take out public liability insurance and pecuniary damage liability insurance with a reputable insurance company with sufficient financial stability, to maintain it for the duration of an Order and to prove the existence of the aforementioned insurance cover to NTT DATA on request at any time. The amount of the insurance cover must be appropriate to the respective Order and cover at least the typically foreseeable damage.

24. Assignment

Contractor is not entitled to assign its claims from the contractual relationship to third parties. This does not apply insofar as these concern monetary demands.

25. Place of Performance, Place of Jurisdiction and Applicable Law

- 25.1. All changes and additions must be made in writing. Any changes to this provision must also be made in writing.
- 25.2. If parts of these GTCP and/or the respective STCP are ineffective or become ineffective, the remaining provisions remain unaffected. The parties undertake to replace the ineffective or void parts with economically equivalent, legally binding provisions which come as close as possible to the economic purpose of the invalid provisions.
- 25.3. The place of performance for both sides and exclusive place of jurisdiction for all disputes arising from the contractual relationship is the registered office of NTT DATA.
- 25.4. The contractual relationship between NTT DATA and Contractor is exclusively subject to the law of the

Federal Republic of Germany to the exclusion of international private law and the UN Sales Convention.

Special Terms and Conditions of Purchase for Services (“STCP-Services”)

1. Application

- 1.1. These STCP-Services apply to all services (“Dienstleistungen”) that NTT DATA has commissioned Contractor to provide.
- 1.2. These STCP-Services take precedence over the GTCP. The order of precedence pursuant to clause 2.4 of the GTCP applies.

2. Contractor's Services

Clause 4 of the GTCP is supplemented/substantiated as follows

- 2.1. Contractor will provide verifiable proof of performance (“Leistungsnachweis”) of the services provided by it. In the case of services within the business premises of NTT DATA and/or business premises of End Customer, Contractor must have proof of performance regularly signed off by NTT DATA or End Customer.
- 2.2. The hours worked by Contractor are recorded independently of the type of remuneration (fixed price/at cost) in the template provided by NTT DATA for this purpose. The completed template must be sent by e-mail to the project manager nominated by NTT DATA to Contractor.
- 2.3. Contractor will, without being requested to do so, without undue delay inform NTT DATA about those facts or their changes which could justify a suspicion of undercover employee leasing or bogus self-employment.

3. Remuneration and Terms of Payment

Clause 7 of the GTCP is supplemented/substantiated as follows:

- 3.1. If time and material remuneration for services has been agreed, this is carried out on the basis of the agreed daily rates. In this case, an person day consists of eight (8) hours. Person days that are not fully paid will be remunerated pro rata on a half-hour basis according to the actual paid and proven expenses. If Contractor has provided NTT DATA with an estimate with respect to its expenses (e.g. in its offer) prior to placing the Order, Contractor will be bound to this cost estimate, unless this is expressly stated as non-binding in the Order or the offer.
- 3.2. If a maximum level of remuneration or a fixed price has been agreed with regard to the remuneration for the services pursuant to the respective Order, Contractor is bound by these maximum levels of remuneration or fixed prices.
- 3.3. In the cases of clauses 3.1 and 3.2, Contractor is not entitled to demand the estimated total expenses, demand the expenses up to the defined maximum level of remuneration or demand the entire expenses included in a fixed price by NTT DATA. NTT DATA is entitled at any time to discontinue the service request by written notification to Contractor with effect from the next day. In this case, Contractor has no claims from the premature termination of the service request.
- 3.4. If a maximum level of remuneration or a quota has been agreed, Contractor must, in the event of request by NTT DATA, provide the service in full up to the agreed maximum level of remuneration or until the respective quota has been exhausted. Contractor must inform NTT DATA if 80% of the remuneration ceiling or a quota is reached. Exceeding the remuneration ceiling or a quota is only permissible

- after prior written agreement between the parties.
- 3.5. Invoicing will take place on a monthly basis, retrospectively, for the services provided in the previous month, at the latest by the fifteenth day of the following month.

- 3.6. Contractor must attach a verifiable proof of performance to each monthly invoice.

4. Contractual Term and Termination

- 4.1. The contract has the term agreed in the respective Order.
- 4.2. NTT DATA is entitled to terminate the respective Order with a notice period of four (4) weeks to the respective end of the month. If the contract underlying the respective Order between NTT DATA and End Customer in relation to the services to be provided by Contractor cannot be continued because such contractual relationship ends by termination or cancellation, NTT DATA is entitled to cancel the contract with Contractor with a notice period of 5 working days.
- 4.3. In cases pursuant to clause 4.2, a claim for remuneration of Contractor expires when the termination becomes effective. Services that have been provided by the time the termination takes effect must be invoiced by Contractor in accordance with the terms of these GTCP and STCP-Services.
- 4.4. The right to terminate the contract without notice for good cause remains unaffected.

Special Terms and Conditions of Purchase for Marketing Services (“STCP-Services (Marketing)”)

1. Application

- 1.1. These STCP-Services (Marketing) apply exclusively to all services in the area of marketing that NTT DATA has commissioned Contractor to provide.
- 1.2. These STCP-Services (Marketing) take precedence over the GTCP and the STCP-Services, which complement these STCP-Services (Marketing). The order of precedence according to clause 2.3 of the GTCP applies, subject to the condition that these STCP-Services (Marketing) take precedence over the STCP-Services in case of contradictions.

2. Contractor’s Services

Clause 4 of the GTCP is supplemented/substantiated as follows:

- 2.1. Prior to commencing its services, Contractor must liaise with the competent marketing & communications department on NTT DATA’s existing design principles/corporate identity & design and will take this as a basis for the service to be provided. Any related expenses of Contractor are covered by the remuneration agreed within the scope of an Order.
- 2.2. If Contractor intends to commission subcontractors with services for the preparation of media/formats (such as typesetting, repro, printing, etc.), Contractor requires the prior written consent of NTT DATA.

3. Rights to Work Results

Clause 9 of the GTCP is supplemented/substantiated as follows:

- 3.1. All documents, advertising materials, products and other physical items, which are given to Contractor within the scope of an Order or created by it for NTT DATA within the scope of an Order, remain or become the property of NTT DATA at the time of their creation (constructive possession pursuant to § 930 of the BGB [German Civil Code]). Contractor is liable for the proper treatment of this property of NTT DATA and must protect it against access by third parties

and, if necessary, inform NTT DATA immediately in the event of such access. At the request of NTT DATA, Contractor will store documents and data media that relate to the contractual relationship free of charge. At the request of NTT DATA, Contractor will only store other items if NTT DATA undertakes to bear any costs of storage. Unless otherwise agreed, the return of the documents and data carriers takes place no later than two years after conclusion of the Order. Alternatively, subject to the prior consultation and agreement of the parties on this subject, the items may be destroyed by Contractor.

- 3.2. Contractor is liable for ensuring that its Work Results and their intended use do not violate the applicable laws and regulations, in particular competition law and legislation governing advertising, where appropriate through legal advice and informing NTT DATA in good time of any risks that may exist. Any costs incurred for this are already settled with the agreed remuneration in the Order. In this regard, Contractor indemnifies NTT DATA from any third-party claims in accordance with the provisions of clause 10 of the GTCP.

- 3.3. Contractor is not liable for the statements contained in advertising about products of NTT DATA which were given by NTT DATA.

4. Taxes and Duties When Commissioning Artists as Subcontractors

Clause 14 of the GTCP is supplemented/substantiated as follows:

Insofar as Contractor is an agency and commissions independent artists for the provision of services as subcontractors of Contractor within the scope of an Order, the proper fiscal processing and payment of any applicable taxes (in particular to the German Artists’ Social Security Fund) takes place in compliance with all statutory provisions by Contractor.

Special Terms and Conditions of Purchase for Purchase Contracts (“STCP-Purchase”)

1. Application

- 1.1. These STCP-Purchase apply to contracts for the sale and/or delivery of movable items (“Goods”), regardless of whether the Contractor manufactures the Goods itself or purchases them from suppliers (§§ 433, 651 BGB).
- 1.2. These STCP-Purchase take precedence over the GTCP. The order of precedence according to clause 2.3 of the GTCP applies.

2. Contractor’s Services

Clause 4 of the GTCP is supplemented/substantiated as follows:

- 2.1. NTT DATA is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least 14 calendar days prior to the agreed delivery date. The same applies to changes in product specifications, insofar as these can be implemented within Contractor’s normal production process without significant additional expenses, in which case the notification period according to the above sentence is at least 30 calendar days. NTT DATA will reimburse Contractor for any additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in Contractor’s normal production and business operations, the originally agreed delivery date will be postponed accordingly. Contractor must notify NTT DATA in writing of any expected additional costs or

- delivery delays in good time prior to the delivery date, but at least within 10 working days of receipt of the notification according to sentence 1.
- 2.2. Delivery takes place within Germany to the place specified in the Purchase Order. The DDP terms and conditions of delivery (Incoterms 2010) apply. If the destination has not been specified and nothing else has been agreed, delivery must be made to the registered office of NTT DATA, Hans-Döllgast-Straße 26, 80807 Munich. The respective destination is also the place of performance for delivery and any subsequent performance.
 - 2.3. Delivery must be accompanied by a delivery note specifying the date (issue and dispatch), contents of the delivery (item number and quantity) and the Order code (date and number). If the delivery note is missing or incomplete, NTT DATA is not responsible for the resulting delays in processing and payment. Separate from the delivery note, NTT DATA must be sent a corresponding dispatch note with the same content.
 - 2.4. Contractor undertakes to supply NTT DATA exclusively with items which comply with the current status of occupational safety law. Together with the delivery, Contractor must provide all documents relevant to occupational health and safety law at its own expense. If, even after delivery, there are changes to the delivered items that are relevant under occupational safety law, Contractor must inform NTT DATA of this without undue delay and provide the corresponding documents at its own expense.
 - 2.5. The risk of accidental loss and deterioration passes to NTT DATA upon delivery of the Goods to the place of performance.
- 3. No Retention of Title**
- 3.1. The transfer of the Goods to NTT DATA must be carried out unconditionally and regardless of whether the purchase price has been paid. However, if NTT DATA accepts transfer of ownership in an offer of Contractor on condition of payment of the purchase price, Contractor's retention of title will cease at the latest upon payment of the purchase price for the delivered Goods. In the ordinary course of business, NTT DATA remains authorised to resell the Goods prior to payment of the purchase price, subject to advance assignment of the resulting claim (in the alternative, the simple reservation of title extended to resale).
 - 3.2. In any case, this excludes all other forms of retention of title, in particular retention of title that is extended, transferred and prolonged for further processing.
- 4. Warranty**
- Clause 11 of the GTCP is supplemented/substantiated as follows:*
- 4.1. NTT DATA is entitled to the statutory claims in the case of material and legal Defects of the Goods and other violations of obligations by Contractor, unless otherwise specified in the GTCP and below.
 - 4.2. By way of derogation from § 442 para. 1 sentence 2 BGB, NTT DATA has full and unlimited warranty claims even if NTT DATA has remained unaware of the Defect at the conclusion of the contract as a result of gross negligence.
 - 4.3. The statutory provisions (§§ 377, 381 HGB [German Commercial Code]) apply to the commercial duty to inspect and notify Defects subject to the following condition: The inspection obligation is limited to Defects which become obvious during an incoming Goods inspection under external assessment including the delivery documents and within the

- scope of a quality control in the sampling procedure (for example transport damage, incorrect delivery and shortfall in delivery). Moreover, it depends on the extent to which an inspection, taking into account the circumstances of the individual case, is feasible in the ordinary course of business.
- 4.4. In any case, deviations in quality and quantity are reported in good time if NTT DATA informs Contractor within 10 working days of receipt of the Goods at NTT DATA. Hidden material Defects are in any case objected to in good time if Contractor is notified within 10 working days of discovery.
- 5. Contractors' Recourse**
- 5.1. The statutory claims for recourse within a supply chain (suppliers' recourse pursuant to §§ 478, 479 BGB) are, in addition to claims for Defects, granted unconditionally to NTT DATA. In particular, NTT DATA is entitled to demand exactly the type of supplementary performance (repair or replacement) from Contractor, which NTT DATA owes to its End Customer on a case-by-case basis. NTT DATA's legal option to choose (§ 439 para. 1 BGB) is not limited by this.
 - 5.2. Before NTT DATA acknowledges or fulfils a claim asserted by its End Customer (including reimbursement of expenses pursuant to §§ 478 para. 2, 439 para. 2 BGB), NTT DATA will notify Contractor and request a written statement with a brief presentation of the facts. If the statement is not delivered within a reasonable period of time and if no mutually agreed solution is brought about, the claim for Defects actually granted by NTT DATA is deemed to be owed to its End Customer; in this case, the Contractor is responsible for supplying evidence to the contrary.
- 6. Product Liability**
- 6.1. If Contractor is responsible for any product damage, it will indemnify NTT DATA from third-party claims insofar as the reason lies in its field of control and organisation and it is itself liable vis-à-vis third parties.
 - 6.2. As part of its indemnification obligation, Contractor must reimburse expenses pursuant to §§ 683, 670 BGB arising out of or in connection with third-party claims, including product recalls carried out by NTT DATA.
 - 6.3. Contractor is responsible for any claims asserted by third parties for personal injury or damage to property resulting from a faulty product supplied by it and is obliged to indemnify NTT DATA from the resulting liability. If NTT DATA is obliged to carry out a product recall affecting third parties due to a fault of a product delivered by Contractor, Contractor bears all costs associated with product recall.
 - 6.4. Contractor must take out and maintain product liability insurance at its own expense with a flat-rate coverage of at least EUR 1 million per personal injury/ damage to property claim. Upon request, Contractor must send NTT DATA a copy of the liability policy at any time.
- 7. Limitation**
- Clause 11.6 of the GTCP is supplemented/substantiated as follows:*
- 7.1. By way of derogation from § 438 para.1 no. 3 BGB, the general limitation period for claims for Defects is three years from the transfer of risk. Insofar as an acceptance has been agreed, the limitation period begins with acceptance. Accordingly, the 3-year limitation period does also apply to claims arising from Defects in title, whereby the statutory limitation period for third-party claims in rem (§ 438 para. 1 no. 1 BGB) remains unaffected; in addition, claims resulting from Defects in title will under no circumstances lapse as

- long as the third party can still assert the right against NTT DATA, in particular due to a limitation period.
- 7.2. The limitation periods of purchase law including the above extension apply - to the legal extent - for all contractual claims for Defects. Insofar as NTT DATA is entitled to non-contractual claims for damages due to a Defect, the regular statutory limitation period (§§ 195, 199 BGB) applies unless the application of the limitation periods of sales law in individual cases leads to a longer limitation period.

8. Industrial Property Rights

Clause 10 of the GTCP is supplemented/substantiated as follows:

- 8.1. The Contractor warrants that the Goods delivered by it do not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures Goods or Goods are manufactured on its behalf.
- 8.2. Contractor is obliged to indemnify NTT DATA from all third-party claims against NTT DATA for violation of industrial property rights mentioned in clause 8.1 and to reimburse NTT DATA for all necessary expenses in connection with such claims. This claim does not exist insofar as Contractor proves that it was neither responsible for the infringement of industrial property rights nor should have been aware of the infringement at the time of delivery if it had exercised commercial diligence.
- 8.3. Further statutory claims of NTT DATA due to Defects in title of the Goods delivered to NTT DATA remain unaffected.

Special Terms and Conditions of Purchase for Work ("STCP-Work")

1. Application

- 1.1. These STCP-Work apply to contracts for the performance of work by Contractor.
- 1.2. These STCP-Work take precedence over the GTCP. The order of precedence according to clause 2.3 of the GTCP applies.

2. Contractor's Work Performance

Clause 4.1 of the GTCP is supplemented/substantiated as follows:

Contractor is responsible for the success of the work performances specified in the Order.

3. Remuneration

Clause 7 of the GTCP is supplemented/substantiated as follows:

- 3.1. Unless otherwise agreed, remuneration for work performances will only be provided after complete provision of the work performance and acceptance of the work performance by NTT DATA. If the parties agree partial payments, partial payments will only be made after full provision of the respective partial work performance and acceptance of the respective partial work performance by NTT DATA.
- 3.2. Contractor is bound by agreed maximum remuneration cap and fixed prices as well as by an estimate of the costs incurred prior to the conclusion of the contract; unless these are expressly designated as non-binding in the Purchase Order or the conclusion of the contract.
- 3.3. If a fixed price for a work performance has been agreed, Contractor must provide it completely at the agreed price. Additional expenses for the complete provision of agreed work performance will be borne by Contractor. Additional claims are excluded.

4. Acceptance and Bearing of Risk

- 4.1. Contractor can demand the acceptance of the complete work performance only if the work performance is able to be accepted and is ready for acceptance. Acceptance readiness is deemed to exist if the contractually owed work performances have been completely provided and are free of Defects. Contractor will ask NTT DATA to accept the work performance upon completion and in compliance with the dates specified in the specification of work performance.
- 4.2. Contractor's work performance will be accepted in writing. NTT DATA may refuse acceptance if there is a Defect which is not insignificant. Contractor may only request a new acceptance if it has proved that the Defect has been eliminated.
- 4.3. Partial acceptance is excluded unless expressly agreed. Reviews and examinations of interim results as well as the release of partial payments according to milestone schedules do not constitute acceptance.
- 4.4. The fact that NTT DATA uses or continues to pay for the work performance or part of Contractor's work performance due to operational requirements will not be a substitute for acceptance.
- 4.5. Contractor will bear the risk for its contractual performance until acceptance of the work performance by NTT DATA. If Contractor's full or partial work performance is damaged or destroyed by force majeure or other unavoidable circumstances beyond the control of Contractor prior to acceptance, the claim for the contractual remuneration shall cease to apply.

5. Warranty

Clause 11 of the GTCP is supplemented/substantiated as follows:

NTT DATA is entitled to the statutory claims in the case of material and legal Defects of Work Results and other violations of obligations by Contractor, unless otherwise specified in the GTCP or these STCP-Work.

6. Contractual Term and Termination

- 6.1. The contract has the term agreed in the respective Order.
- 6.2. During the work performance, NTT DATA may terminate the contract pursuant to § 649 BGB. In the case of a termination pursuant to § 649 BGB, Contractor will be reimbursed until the termination of the contract takes effect. In addition, Contractor is entitled to reimbursement of the liabilities ("Verbindlichkeiten") resulting directly from Order. Additional claims for performance or compensation are not available to Contractor on the occasion of termination. If Contractor is responsible for the termination, it shall not be entitled to a refund of the remuneration.
- 6.3. The right of each party to terminate the contract for good cause remains unaffected. An important reason shall apply in particular if:
- the execution of the Order is visibly endangered by a lack of efficiency on the part of Contractor or facts become known which justify the suspicion of bogus self-employment, or
 - the existence of a dependent employment relationship is determined in a procedure to determine the social security status of the Contractor (status determination procedure pursuant to Section 7a SGB IV [German Social Security Code]) or
 - a third party takes control of Contractor (e.g. by way of a business acquisition) during a new shareholder contract ("**change of control**") and that third party is a direct competitor of NTT DATA.

7. Other Provisions

If, in addition to work performance provided under the contract, services ("Dienstleistungen") are also contracted, the latter shall be subject to the STCP-Services.