FRAMEWORK AGREEMENT ON DEVELOPMENT SUPPORT SERVICES FOR THE EUDI WALLET

CONTRACT NUMBER: EINCC-256 – 'DEVELOPMENT SUPPORT'

between

Common Codes GmbH
Zionskirchstraße 73a, 10119 Berlin
(hereinafter: 'the Client')

and

[…]
[…]

as well as

[…]
[…]

as well as

[…]
[…]

(hereinafter referred to individually as a 'Contractor' and collectively as the 'Contractors')

The Client and the Contractor(s) are collectively referred to as the 'Parties'.

1. Subject-matter of the contract, authorised users and nature of the contract

1.1 As part of the 'EUDI Wallet Infrastructure' project, the Client is developing and operating the national European Digital Identity Wallet (EUDI Wallet) for Germany and its ecosystem. The subject matter of this framework agreement is the provision of development support services by qualified specialists employed by the Contractor(s).

1.2 The services shall be provided as specialist and technical support in close cooperation with the Client's product and engineering organisation. The Contractor is not obliged to deliver a complete product or to produce a standalone complete product , unless this is expressly agreed in an individual call-off.

1.3 The framework agreement may be concluded with up to three contractors. The contractor shall have no entitlement to be awarded the contract, to the issuance of individual call-offs, to a specific call-off volume or to the full utilisation of the estimated or maximum value.

1.4 The client and its existing and future affiliated companies (parent, subsidiary and sister companies) are authorised to issue call-offs under this framework agreement.

1.5 The framework agreement and the individual call-offs are service contracts, unless an individual call-off expressly provides for deliverables that are ready for acceptance. The supply of workers within the meaning of the German Temporary Employment Act is neither intended nor agreed.

2. Contractual components, order of precedence and exclusion of general terms and conditions

2.1 The contract shall come into effect following the completion of a public procurement procedure by the Client. The documents published during the procurement procedure, in particular the specification of works and the Contractor's tender, form an integral part of this framework agreement. In the event of any inconsistencies, the contractual components listed below shall apply in the following order:

- the provisions of this contract (framework agreement) together with Annex DPA;
- the Specification of Services, including any tenderers' enquiries and the Client's responses;
- the other tender documents forming the basis of the tendering procedure;
- the contractor's tender with its annexes, including the price list and staff profiles;
- the 'Contract Regulations for Services, Part B – General Contract Conditions for the Performance of Services (VOL/B)', 2003 version;
- the statutory provisions of the German Civil Code (BGB).

2.2 In the event of any inconsistencies, the document of higher legal standing shall prevail. The German version of this framework agreement shall be decisive for its interpretation. The English-language tender documents remain binding as integral parts of the contract as set out in Clause 2.1; the Contractor confirms that it is familiar with their content and requirements. The Client may additionally provide the Contractor with an English-language translation of this framework agreement, including its annexes. The English-language version is provided for information purposes only and does not give rise to any independent rights or obligations. Only the German version is binding and shall be decisive for the interpretation of this contract. In the event of discrepancies, inconsistencies or doubts as to interpretation between the German and English-language versions, the German version shall take precedence exclusively.

2.3 The provisions of this contract shall apply exclusively. Any deviating, conflicting or supplementary general terms and conditions of the Contractor shall not apply, even if they are not expressly contradicted.

2.4 This contract constitutes a framework agreement without a minimum purchase obligation. The Client is at no time obliged to purchase or call off a specific volume of services.

3. Scope of Services and Technical Requirements

3.1 The scope of services is governed by Part B of the tender documents and comprises, in particular, the following modules and roles, insofar as these are offered by the Contractor and required in individual call-offs:

- Architecture, security and technical governance: Software Architect and Security Engineer;
- Mobile wallet development: iOS Developer and Android Developer;
- Back-end and integration development: Back-end Developer and Integration Engineer;
- Product and Delivery Management: Product Owner;
- Quality assurance and test automation: QA/Automation Engineer;
- Platform and Operations Engineering: DevOps/Platform Engineer and Operations Engineer;
- UX/UI Design and Accessibility: UI/UX Designer;
- App Analytics: App Analytics Specialist.

3.2 The Contractor shall provide the services in particular in accordance with the requirements of eIDAS 2.0, the Architecture and Reference Framework (ARF), digital identities and wallets, IETF SD-JWT VC, ISO/IEC 18013-5/-7 mdoc, OpenID4VCI, OpenID4VP, W3C DC API, mobile security, accessibility, data protection and open standards.

3.3 The contractor shall support the client in its agile development and operational processes. Depending on the specific call-off, this includes, in particular, sprint planning, backlog refinement, reviews, retrospectives, daily stand-ups, technical design, code and merge request reviews, test and incident handling, as well as the maintenance of traceable technical, API, security and test documentation.

3.4 The contractor must have its registered office or principal place of business within the European Union or the European Economic Area, unless otherwise expressly permitted in the tender documents.

4. Individual call-offs, tendering and approval process

4.1 Individual call-offs shall take place following prior technical consultation on the basis of a written quotation from the contractor and shall include at least:

- the service module(s) required;
- the role or roles; and
- the planned start and end dates, the duration and the expected scope of the assignment;
- the estimated scope of services in person-days;
- the location of the assignment or the services to be provided remotely, and any on-site appointments;
- whether on-call duty is required and, if so, for what periods;
- specific technical requirements, interfaces, deliverables or milestones.

4.2 The Contractor shall confirm within five (5) working days whether the role profile specified in the quotation is available from the requested start date. The Client shall, as a general rule, request the assignment at least ten (10) working days before the desired start date. Shorter notice periods are permissible by mutual agreement.

4.3 If the named person is already assigned, otherwise unavailable or unable to cover the requested period, the Contractor may, within the same timeframe, propose a comparable or better replacement profile. The replacement profile must meet the minimum requirements set out in the tender documents and this framework agreement and must be at least equivalent to the profile originally assessed.

4.4 The following are authorised to award individual contracts: Product Owners, Heads of Department and persons in comparable roles within the Client's organisation, as well as persons designated by them in writing.

4.5 The Client may approach the next-ranked Contractor if the Contractor to whom the enquiry was made fails to respond within the specified time limit, does not offer the role in question, does not nominate a suitable equivalent replacement, denies availability, or if the selected person is not available within ten (10) working days of the call-off being initiated. The Client may reject the comparability of a replacement profile, giving reasons.

4.6 If the contractor rejects two individual call-offs within six (6) months, even though it was requested in each instance to submit a quotation in accordance with clause 4.1, and the refusal is not based on objectively justifiable grounds – in particular a lack of professional competence, capacity or an unreasonable call-off period – the Client is entitled not to approach the

Contractor for up to the next three individual call-offs. , the Client, shall document the respective refusals and the reasons for bypassing the Contractor. Upon expiry of this period, the Contractor shall be re-included in the call-off procedure.

4.7 An individual call-off shall only become effective upon the Client's confirmation in writing. An email enquiry alone does not give rise to any claim for remuneration or any obligation to provide services. If the Contractor's response indicates a scope of services that differs from that requested, the individual call-off shall only become effective upon express confirmation of this amended scope.

4.8 If none of the contractors are able to offer a suitable profile, the client may procure the required service outside the scope of this framework agreement. This framework agreement does not establish an exclusive relationship between the parties.

5. Staff, Availability and Replacement

5.1 The Contractor shall only deploy staff who meet the minimum requirements set out in the tender documents regarding qualifications, professional experience, specialist expertise, language skills, location and, where applicable, availability. The role profiles submitted shall be decisive for the assessment and deployment of staff.

5.2 For the mandatory roles, the role profiles specified in the tender documents must be provided. The Contractor shall notify the Client in writing of any planned change to personnel deployed following an individual call-off at least 15 working days in advance and shall coordinate this with the Client. The notification must be accompanied by all supporting documentation demonstrating the equivalence of the replacement person. A change shall only take effect upon confirmation by the client.

5.3 In the event of unplanned unavailability, for example due to illness, resignation or any other impediment, the Contractor shall inform the Client without delay. The Contractor shall propose a professionally suitable and at least equally qualified replacement within ten (10) working days and ensure a smooth handover. If the Contractor is unable to provide a professionally suitable and at least equivalent replacement within this period, the Client shall be entitled to terminate the individual call-off order affected by this, in whole or in part, in accordance with Clause 10.5, and to issue a new call-off for the remaining service requirements, excluding the Contractor.

5.4 The Contractor is obliged, at the Client's request, to provide the Client at any time with suitable evidence of the qualifications and experience of the personnel deployed (e.g. CVs, project lists, references, certificates, training records), which demonstrates compliance with the requirements defined in the tender documents. The Contractor must keep this evidence up to date and notify the Client immediately of any significant changes.

5.5 A change of main contact person is only permitted with the Client's prior consent. Furthermore, the Contractor must give the Client advance written notice of any intended changes to

personnel. Such notice must be accompanied by all necessary evidence of the replacement person's qualifications and experience. The Client may, within a reasonable period, raise a reasoned objection if the evidence submitted does not demonstrate that the replacement's qualifications and experience are equivalent. Until agreement is reached on a replacement, the Contractor remains obliged to provide the services properly using suitable staff.

5.6 The Client is entitled to demand the replacement of individual employees where there are objective grounds for doing so, in particular where, despite a formal warning, they repeatedly or seriously breach essential contractual obligations, consistently fail to meet the required professional standards, or no longer fulfil the contractually agreed qualification requirements. In such cases, the Contractor must provide suitable replacement staff with equivalent qualifications and experience within a reasonable period set by the Client.

5.7 If the Contractor culpably breaches the obligations under this clause, in particular by deploying insufficiently qualified staff, failing to provide the required evidence in full or at all despite a deadline having been set, or making staff changes without prior notice or without the Client's consent, the Client shall be entitled, following an unsuccessful written warning and the setting of a reasonable deadline for rectification,

- to reduce the remuneration for services provided by insufficiently qualified staff by an appropriate amount or to refuse to pay such remuneration,
- to claim compensation for the additional costs incurred as a result of the breach of duty (e.g. for any necessary rework or additional tests), and
- to terminate the contract extraordinarily for good cause if it is unreasonable to expect the Client to continue with the contract, taking into account the seriousness or recurrence of the breaches.

5.8 Any further statutory and contractual rights of the client, in particular rights arising from warranty, compensation for damages and termination for good cause, remain unaffected.

6. Cooperation, Location and Work Equipment

6.1 The services shall generally be provided remotely. The Client may request regular on-site workshops in Germany, in particular in Berlin or another major city. Travel and incidental expenses are covered by the agreed prices and shall not be reimbursed separately.

6.2 The working language is English; knowledge of German is optional, unless otherwise agreed in individual orders. For reasons of information security, the Client shall provide the necessary access to its relevant tools, repositories and working environments, as well as end devices where required. Irrespective thereof, the Contractor remains responsible for the equipment, organisation and support of its staff. Any end devices provided by the Client must be used exclusively for the provision of services and in accordance with the Client's usage guidelines. The Contractor shall pass on the Client's instructions and guidance regarding the use of the end-user devices to the staff concerned.

6.3 The Contractor shall comply with the Client's security, access, communication and development processes. In particular, it shall use the pull request/merge request workflow specified by the Client and shall document its work in a traceable manner.

6.4 The Client's specifications are limited to the content, prioritisation and quality requirements of the services, in particular via the backlog, sprint planning and reviews. The right to issue instructions under employment law to the personnel deployed, in particular regarding working hours, holiday, absences and staff deployment, remains with the Contractor. The Contractor shall appoint a contact person for personnel matters and escalations. The obligation to attend agreed coordination meetings and sprint events in accordance with Clause 3.3 remains unaffected.

6.5 Insofar as the Contractor's staff work with the Client's partners, in particular with trusted stakeholders and exhibitors, they shall act without power of representation and shall be recognisably identified as external staff acting on behalf of the Client. The Contractor shall not use any knowledge or contacts gained from this activity for its own purposes. It shall notify the Client prior to deployment if it, or any of its affiliated companies, provides paid services relating to the EUDI Wallet for the same partner.

6.6 Upon request, the Contractor shall provide an on-call service outside the Client's regular working hours (Monday to Friday from 9.00 am to 6.00 pm, excluding public holidays in Berlin) on an ad hoc basis for specific roles and limited periods, in particular for critical positions, releases or disruptions. There are no plans for a permanent on-call service or an on-call service covering all staff. The Contractor shall determine which of its personnel, as specified in Clause 5, are suitable to provide the on-call service and shall ensure compliance with working time legislation.

7. Quality, Security and Acceptance

7.1 The Contractor shall provide the services in a professional and diligent manner, in accordance with the state of the art and in compliance with the requirements of Privacy by Design, Security by Design, interoperability, accessibility, open standards and the avoidance of vendor lock-in.

7.2 The Contractor shall assist the Client with security assessments, data protection audits, compliance audits and other appropriate quality assurance measures. The Contractor shall rectify any identified defects for which it is responsible without delay and without separate remuneration.

7.3 Formal acceptance shall only take place if the relevant individual call-off order expressly provides for deliverables that are ready for acceptance. In all other respects, remuneration shall be based on services rendered in accordance with the contract and substantiated by verifiable evidence. The Client is entitled to refuse acceptance in the event of material defects.

8. Remuneration and Invoicing

8.1 Remuneration shall be based exclusively on the approved price list and clause 8.5.

8.2 All prices are quoted net in euros and are fixed prices, inclusive of all personnel, material, travel, ancillary, communication, documentation and other costs necessary for the full provision of the services.

8.3 The Contractor shall issue invoices on a monthly basis in arrears. Each invoice must be accompanied by verifiable evidence of performance, in particular details of individual call-offs, the period, the person assigned, their role, the days or hours worked, a description of the services provided and, where applicable, proof of acceptance or approval. Services that have not been validly called off or have not been performed in accordance with the contract shall not be invoiced.

8.4 Invoices are payable within 30 days of receipt of a verifiable invoice and full performance of the services. The Client may pay undisputed items on the invoice and withhold payment of disputed items until such time as the matter is clarified.

8.5 On-call duty as defined in clause 6.6 is not remunerated separately as such. Hours actually worked whilst on call are remunerated at the hourly rate set out in the price list (one-eighth of the daily rate) plus a 20 per cent surcharge, and are shown separately in the service statements in accordance with clause 8.3.

9. Contract value, term, options and continuation of individual call-offs

9.1 The estimated contract value of this framework agreement amounts to EUR 3,960,000 net over the entire possible term. The binding maximum value for all individual call-offs under all framework agreements concluded as a result of the tendering procedure amounts to EUR 4,752,000 net. Exceeding this maximum value is not permitted.

9.2 The framework agreement shall commence upon the award of the contract and shall initially run for two (2) years.

9.3 The Contracting Authority is entitled to extend the term twice, by one (1) year on each occasion. The respective option shall be exercised by means of a written declaration no later than three (3) months before the expiry of the current contract period. An extension does not require the Contractor’s consent.

9.4 Individual call-offs that have been validly issued prior to the expiry of the framework agreement shall remain in force until they have been fully completed. The provisions of this framework agreement shall continue to apply to these individual call-offs until their termination.

9.5 The right to terminate the contract extraordinarily for good cause remains unaffected by this. Both the Client and the Contractor are entitled to terminate the contract for good cause. Good cause on the part of the Client shall be deemed to exist, in particular, if

- the Contractor repeatedly or seriously breaches a material obligation under this contract;
- the Contractor, despite a written warning and a request to cooperate in accordance with the contract, repeatedly refuses individual call-offs without any objectively justifiable reason, fails to respond within the specified time limit, or otherwise consistently indicates that it is not available for individual call-offs under this framework agreement;
- an application is made for the opening of insolvency proceedings against the Contractor's assets or those of one of its subcontractors, and this application is not withdrawn within six weeks, or a provisional insolvency administrator is appointed, or the opening of insolvency proceedings is ordered, or the opening of such proceedings is refused on the grounds of insufficient assets.

9.6 Any termination must be in writing to be valid.

9.7 The term of an individual order shall be determined by the period agreed in the relevant individual call-off. An individual order concluded before the expiry of this framework agreement shall remain valid beyond the end date of the framework agreement until the service has been fully performed. In this case, the provisions of the framework agreement shall continue to apply mutatis mutandis until the individual order is completed.

10. Termination of individual orders (partial termination)

10.1 The Client is entitled to terminate individual orders (call-offs) already placed under this framework agreement, either in whole or in part. A partial termination must relate to a distinct part of the services due under the relevant call-off.

10.2 Termination or partial termination shall be effected in writing to the Contractor and shall take effect upon receipt. The notice must specify the call-off order concerned and the scope of the termination (complete termination of the call-off order or partial termination of specific parts of the services).

10.3 In the event of termination at the Client's discretion (without good cause), the Contractor may claim remuneration in respect of the services rendered up to the date on which the termination takes effect. For the part of the services no longer to be performed, the Contractor shall be entitled to remuneration only to the extent that it can prove that it has incurred no or only minor savings in expenditure or has no other alternative uses for its workforce in this respect; in all other respects, the principles of Section 648 of the German Civil Code (BGB) shall apply mutatis mutandis.

10.4 If the Client terminates an individual call-off order for good cause which lies within the Contractor's sphere of responsibility and which renders the continuation of the respective individual order unreasonable, the Contractor shall only be entitled to claim remuneration for the part of the services rendered up to the date of termination; any further claims for remuneration in respect of the terminated part shall lapse. The Client's right to claim damages remains unaffected.

10.5 If, as a result of the absence of assigned staff, the Contractor is unable to provide a replacement in accordance with Clause 5.3 within the time limit specified therein, and if this significantly impairs the contractual continuation of the individual call-off, the Client shall be entitled to terminate the affected individual call-off in writing, either in full or in respect of a definable part of the services. For the remaining service requirements, the Client may issue a new individual call-off order in accordance with Clause 4; the Contractor affected by the staff shortage shall not be approached for this purpose. The Contractor shall receive remuneration for the services rendered in accordance with the contract up to the date on which the termination takes effect. In all other respects, Clause 10.3 shall apply mutatis mutandis. If the failure to provide or the omission of a suitable replacement is due to circumstances for which the Contractor is responsible, Clause 10.4 and any further claims of the Client shall remain unaffected.

10.6 The provisions of this clause do not affect any other rights of termination in respect of the framework agreement; termination of the framework agreement shall only affect the validity of previously issued individual call-offs insofar as these are expressly terminated at the same time.

11. Rights to Work Products and Open Source

11.1 In respect of all work products created or processed in the course of the provision of services, in particular source code, documentation, concepts, architectural decisions, test cases, configurations, data models and other development outputs, the Contractor grants the Client, upon their creation, the exclusive right of use—unrestricted in time, place and content, transferable and sub-licensable—for all known types of use.

11.2 The right of use includes, in particular, the right to store, reproduce, edit, further develop, combine with other works, publish, make publicly available, distribute and use the work by affiliated companies or public bodies, insofar as this is necessary for the implementation of the project and the provision of the EUDI Wallet. It also includes the right to publish the work results under an open-source licence of the Client's choice. The agreed remuneration covers the granting of these rights.

11.3 The Contractor shall ensure that it and the persons it employs hold the necessary chain of rights and that no third-party rights stand in the way. Pre-existing materials shall remain the property of the Contractor or third parties; however, the Contractor grants the Client a royalty-free, perpetual and sub-licensable right of use to such materials to the extent necessary for the use of the work results.

11.4 Open-source components may only be used in compliance with the relevant licence terms and in a manner consistent with the Client's requirements. The Contractor shall, upon request, disclose the open-source components used, the licence types and any relevant obligations. The source code produced as part of the project shall remain openly accessible, provided that the Client so stipulates and that this is not precluded by mandatory third-party rights or security considerations.

12. Subcontractors and the loan of expertise

12.1 The Contractor may only engage subcontractors and companies whose capacities it utilises for the provision of personnel to the extent specified in the tender documents. The engagement of further companies, a substitution or a material change to the scope of services requires the Client's prior consent in writing.

12.2 The Contractor shall oblige subcontractors and providers of capacity to comply, at a minimum, with the requirements applicable to them in respect of qualification, security, data protection, confidentiality, compliance, sanctions, chain of title and supporting documentation. It shall remain liable for their acts and omissions as if they were its own.

12.3 In the event of the loan of capacity, the Contractor shall at all times demonstrate that the required capacities are actually available. Insofar as economic and financial capacities are loaned, the Client may demand joint and several liability to the extent of the loan of capacity.

13. Information Security

13.1 Throughout the term of the contract, the Contractor shall maintain certification in accordance with ISO/IEC 27001, a SOC 2 Type 2 report or equivalent evidence of an effective information security management system. It shall provide the Client with such evidence immediately upon request and shall inform the Client of any material restrictions, suspensions or the withdrawal of such evidence.

14. Compliance and contractual penalty for breaches of collective agreement compliance obligations under the BTTG

14.1 The Contractor shall comply with all statutory requirements applicable to the provision of services, in particular the BTTG, MiLoG, AEntG, SchwarzArbG and LkSG, insofar as relevant. It shall ensure compliance by any subcontractors engaged and by any temporary employment agencies from which it itself hires staff.

14.2 The contractor is obliged to fulfil all obligations arising from the Federal Collective Agreement Compliance Act (BTTG), in particular the undertaking to comply with collective agreements pursuant to Section 3 of the BTTG and the obligations to provide evidence and to cooperate pursuant to Section 9 of the BTTG, in respect of the employees deployed to provide the

services, and shall also ensure this in the case of subcontractors it engages and of temporary employment agencies from which it hires staff.

14.3 The Client and the Contractor agree on a contractual penalty for culpable breaches by the Contractor of the obligations set out in Clause 14.2. The contractual penalty shall amount to a maximum of one (1) per cent of the net contract value of this contract accrued up to the time of the breach for each established breach; the total of all contractual penalties arising from this contract shall be limited to a maximum of ten (10) per cent of the net contract value accrued up to the time of the breach. The net contract sum, in its objectively correct amount, shall be decisive, taking into account any subsequent reductions in the contract value.

14.4 The contractual penalty shall be forfeited if the Federal Collective Agreement Compliance Authority has established, by means of a final or no longer contestable administrative act, that the contractor has committed a breach within the meaning of Section 13 of the Federal Collective Agreement Compliance Act (BTTG). When determining the specific amount of the contractual penalty within the framework set out in clause 14.3, particular account must be taken of the seriousness of the breach, the number of employees affected, the duration and extent of the deviation from the working conditions to be granted, and the degree of fault.

14.5 The Client is entitled to claim the forfeited contractual penalty upon completion of the contract; any further statutory time limits and limitation periods remain unaffected. The Client may claim forfeited contractual penalties, in particular, by setting them off against the Contractor's claims for remuneration or by withholding any outstanding remuneration amounts.

14.6 The assertion of the contractual penalty shall not affect the Client's right to claim damages or to terminate the contract without notice for good cause, in particular in the event of a breach established in accordance with Section 13 of the BTTG.

14.7 Any contractual penalty paid or withheld shall be set off against any further claim for damages by the Client arising from the same breach.

15. Confidentiality and Rights of Inspection

15.1 The parties shall treat all confidential information coming to their knowledge in connection with this framework agreement as strictly confidential and shall use it exclusively for the performance of the contract and individual call-offs. This obligation shall continue beyond the end of the contract.

15.2 Information shall not be deemed confidential if it can be proven to have been known previously, becomes generally known without any breach of contract, is lawfully obtained from an authorised third party, or must be disclosed by virtue of law or by order of a public authority or court. Where permissible, the other party shall be informed in advance.

15.3 The Client may verify compliance with the contractual obligations by means of appropriate evidence, information and – where there are legitimate grounds and with reasonable prior

notice – audits. The Contractor shall cooperate with such audits and retain contract-related evidence for the period required by law.

15.4 Upon termination of the framework agreement or an individual call-off, the Contractor shall return confidential documents and items provided by the Client or destroy them, provided that no statutory retention obligations preclude this. There is no right of retention.

16. Data Protection

Insofar as the Contractor processes personal data on behalf of the Client, Annex DPA (Data Processing Agreement in accordance with Article 28 of the GDPR) shall apply. Furthermore, the Contractor shall comply with all applicable data protection regulations and shall assist the Client in ensuring compliance therewith.

17. Liability and Insurance

17.1 The Contractor shall be liable without limitation for damage resulting from injury to life, limb or health arising from an intentional or grossly negligent breach of duty, as well as for any other damage arising from an intentional or grossly negligent breach of duty.

17.2 In the event of a breach of essential contractual obligations (cardinal obligations) due to simple negligence, the Contractor's liability shall be limited to the foreseeable damage typical for this type of contract. Cardinal obligations are those obligations the fulfilment of which is essential for the proper performance of the contract and on the observance of which the Client regularly relies. In this context, the foreseeable damage typical of the contract is limited, in each case of damage, to the net contract value of the individual call-off order from the performance of which the damage directly results.

17.3 Liability under the Product Liability Act, arising from expressly assumed guarantees, and in cases of mandatory statutory liability remains unaffected.

17.4 The Contractor shall indemnify the Client against any claims by third parties arising from a breach, for which the Contractor is responsible, of third-party rights, data protection, confidentiality or compliance obligations, and shall assist the Client in defending against such claims.

17.5 The Contractor is obliged to maintain, for the entire duration of this contract, insurance that meets the requirements specified in the tender and to provide evidence of this to the Client upon request. If the Contractor fails to fulfil this obligation despite being granted a reasonable period of time to do so, the Client is entitled to terminate the contract for good cause.

18. Assignment and Transfer

18.1 The Client is entitled to transfer rights and obligations arising from this framework agreement, in whole or in part, to an affiliated company or to a public body, in particular the competent

federal ministry, provided that there are no compelling legal grounds preventing this. In such a case, the Contractor shall continue to provide the services without interruption.

18.2 The Contractor may only assign or transfer rights or obligations under this framework agreement, or have them performed by third parties, with the Client's prior written consent.

19. Inspection, Return and Deletion

19.1 The Client and any third parties commissioned by it shall be entitled to visit the Contractor's business premises for the purpose of an audit and to inspect all documents relating to the performance of the contract.

19.2 Upon termination of the contract, the Contractor shall immediately return all items and documents provided by the Client and delete any confidential and personal electronic data, provided that this does not conflict with any statutory retention obligations; the Contractor shall provide evidence of such deletion upon request. There shall be no right of retention in respect of the aforementioned items.

20. Final Provisions

20.1 The law of the Federal Republic of Germany shall apply, to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

20.2 The place of jurisdiction shall be Berlin, insofar as permitted by law. The Client shall remain entitled to assert claims at the Contractor's general place of jurisdiction as well.

20.3 Any amendments or additions to this framework agreement must be made in writing. This also applies to any amendment to this requirement for the written form.

20.4 Should any individual provisions of this framework agreement be or become wholly or partially invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a provision which, in a legally permissible manner, most closely approximates the economic purpose of the provision in question.

_____,	_____	_____
(Place)	(Date)	(Signature)
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(Place)	(Date)	(Signature)

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(Place)	(Date)	(Signature)
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(Place)	(Date)	(Signature)

Annex DPA:
Data Processing Agreement

This Data Processing Agreement (the 'DPA') forms an integral part of the Framework Agreement and is deemed to be its Annex DPA. It shall apply as soon as and to the extent that the Contractor processes personal data on behalf of the Client.

1. Subject matter, classification and purpose of the processing

1.1 The subject matter of this DPA is the processing of personal data by the Contractor for the purpose of providing the services set out in the framework agreement and the individual call-offs, in particular in relation to development, testing, operation, support, monitoring, fault analysis, documentation and security audits.

1.2 Processing commences with the relevant individual call-off and ends upon its full completion. Obligations regarding confidentiality, provision of evidence, return and erasure shall continue to apply beyond the end of processing.

1.3 Processing shall take place exclusively in accordance with the Client's documented instructions and to the extent necessary for the provision of services. Processing for the Contractor's own purposes is excluded.

1.4 Where individual requests contain differing or supplementary provisions regarding categories, purposes, types of data or recipients, these shall take precedence as specific instructions, provided that they comply with the requirements of this DPA and the GDPR.

2. Definitions and Roles

2.1 The Client is the data controller within the meaning of Article 4(7) of the GDPR ('Client'). The Contractor is the data processor within the meaning of Article 4(8) and Article 28 of the GDPR.

2.2 'Individual Assignment' refers to an assignment pursuant to Clause 4 of the Framework Agreement; the work described therein specifies the nature and scope of the processing. The persons authorised to issue instructions on behalf of the Client are those named in Clause 4.4 of the Framework Agreement.

3. Categories of data subjects and types of data

3.1 Data subjects may include, in particular:

- employees, members of the governing bodies and other contact persons of the client,
- users, test subjects and support contacts of the EUDI Wallet and its ecosystem components;
- contact persons of clients, service providers, suppliers, public authorities and other project

participants;

- Individuals whose data is processed in development, testing, operational, support or security processes.

3.2 Depending on the specific request, the data processed includes, in particular, contact, master, account and authorisation data; communication and project data; ticket and support data; technical identifiers; device and connection data; log, monitoring and event data; data in source code and work management systems; and any other data expressly specified in a specific request.

3.3 The processing of special categories of personal data (Article 9 of the GDPR) is not intended. Should this be necessary in exceptional cases, it shall only take place on the express, documented instruction of the client, subject to supplementary safeguards.

4. Nature, scope and purposes of processing

4.1 The Contractor shall process personal data exclusively for the purpose of fulfilling the contractual services in accordance with the framework agreement, the service specification and individual requests.

4.2 Processing may – to the extent necessary in each case – include the collection/acquisition, organisation, storage, adaptation, evaluation, transmission on instruction, provision, logging, pseudonymisation, erasure and destruction of data.

4.3 Any further purposes require prior written instructions from the Client.

5. The Client’s right to issue instructions

5.1 The Client has the sole right to issue instructions regarding the nature, scope and purposes of the processing. Initial instructions are set out in this DPA, the Framework Agreement and the respective individual call-offs. Individual instructions must be issued in writing and documented by both parties.

5.2 If the Contractor considers an instruction to be unlawful, it shall notify the Client of this without delay; implementation shall be suspended until the instruction has been confirmed or amended. Manifestly unlawful instructions may be refused.

5.3 Records of instructions issued shall be retained for the duration of their validity and for a further three full calendar years.

6. Technical and organisational measures

6.1 The Contractor shall implement appropriate technical and organisational measures in accordance with Article 32 of the GDPR to ensure a level of protection appropriate to the risk, and shall maintain this level of protection throughout the term of the contract.

6.2 The internal organisation must be structured in such a way as to meet data protection requirements; changes to the measures are permitted provided that the agreed level of protection is not compromised.

6.3 Upon request, the Contractor shall demonstrate compliance and provide appropriate evidence (e.g. certificates, audit reports). Where applicable, it shall provide evidence of relevant certifications (e.g. ISO 27001) at least once a year.

6.4 Employees shall be bound by a duty of confidentiality and instructed on the principle of data processing for specified purposes and in accordance with instructions; evidence of this shall be provided upon request.

7. Reporting of data breaches and security incidents

7.1 In the event of malfunctions, suspected data breaches, security-related incidents or other irregularities, the Contractor shall inform the Client without delay, at the latest within two hours of becoming aware of them, and shall provide the information in accordance with Article 33(3) of the GDPR.

7.2 The Contractor shall immediately take appropriate measures to secure the data and mitigate any adverse consequences, and shall request instructions from the Client regarding further steps. The Client shall be notified of any investigations by supervisory authorities.

8. Record, support and cooperation

8.1 The Contractor shall maintain a record of processing activities in accordance with Article 30(2) of the GDPR and shall make it available to the Client upon request.

8.2 It shall provide the Client with appropriate support in fulfilling the obligations under Articles 12–22, 32, 35 and 36 of the GDPR (including requests for access, rectification, erasure, data portability, data protection impact assessments and, where applicable, consultation).

8.3 The Contractor shall forward any enquiries from data subjects that reach it directly to the Client without delay, at the latest within one working day, and shall not respond to them on its own behalf.

9. Sub-contracting

9.1 The use of sub-processors requires the prior written consent of the Client.

9.2 The Contractor shall select sub-processors with due care and, in accordance with Article 28 of the GDPR, shall ensure that they maintain a level of data protection that essentially corresponds to that set out in these Terms and Conditions; the Client's rights (in particular rights of audit and supervision) must be safeguarded.

9.3 The Contractor shall notify the Client in writing of any changes to the subcontracting structure at least 30 calendar days prior to the planned engagement or replacement of a sub-processor, so that the Client may raise any objections; any change or new engagement of a sub-processor requires the Client's prior consent in writing.

9.4 The processing of personal data shall take place exclusively within the European Economic Area. Processing or transfer to a third country is only permitted with the Client's prior written consent and in compliance with the requirements of Articles 44 et seq. of the GDPR, in particular through an adequacy decision, appropriate safeguards and necessary additional measures.

9.5 The Contractor shall be liable for the compliance of sub-processors with data protection regulations in the same way as for its own actions.

9.6 Purely ancillary services with no specific connection to data processing for the Client (e.g. postal, transport, cleaning, security or general telecommunications services) do not constitute subcontracting arrangements.

10. The Client's rights of supervision

10.1 The Client is entitled to verify compliance with this DPA and the TOM on a regular basis, e.g. through information, evidence, certifications or audits during normal business hours; third parties engaged for this purpose must not be in competition with the Contractor.

10.2 Inspections shall be carried out to the extent necessary and with due regard for business operations; the timing and nature of the inspection shall be agreed in good time. Results shall be documented and corrective measures communicated in writing.

11. Return and deletion, right of retention

11.1 Upon termination of the framework agreement or at any time at the Client's request, the Contractor shall hand over all personal data and data carriers processed on behalf of the Client or delete them – provided there is no statutory obligation to retain them – within 30 calendar days at the latest. This includes any data backups. Proof of proper deletion must be documented.

11.2 Insofar as items, documents or data carriers are the property of the Client, Clause 19 of the Framework Agreement and the obligations therein regarding return and destruction shall apply in addition.

11.3 The Contractor shall have no right of retention with regard to personal data and data storage media.

12. Liability and Indemnity

12.1 The Client and the Contractor shall be liable to data subjects in accordance with Article 82 of the GDPR.

12.2 Upon first request, the Contractor shall indemnify the Client against any claims by data subjects arising from a breach of the Contractor's obligations under the GDPR, this DPA or any instructions given, unless the Contractor proves that it is not responsible for the damage (Article 82(3) and (5) of the GDPR).

12.3 In all other respects, the liability provisions of the Framework Agreement remain unaffected.

13. Term and Termination

13.1 The term of this DPA is governed by the Framework Agreement; any obligations going beyond this (in particular erasure and confidentiality) shall continue to apply.

13.2 The Client is entitled to terminate this DPA extraordinarily for good cause, in particular in the event of serious or repeated breaches of data protection obligations or instructions. Statutory rights remain unaffected.

14. Final Provisions, Order of Precedence, Form

14.1 In the event of any doubt, this DPA shall take precedence over any provisions of the Framework Agreement relevant to data protection law, insofar as they offer a higher level of protection. In all other respects, the Framework Agreement, including its formal requirements, shall apply; any amendments or additions to this DPA must be made in writing.

14.2 German law shall apply; provisions regarding the place of jurisdiction are set out in the Framework Agreement.

14.3 Should any individual provisions be or become invalid, the validity of the remaining provisions shall remain unaffected; the invalid provision shall be replaced by a provision that most closely approximates the economic purpose.

14.4 This Annex to the Framework Agreement shall enter into force upon signature of the Framework Agreement. It shall be signed together with the Framework Agreement on the signature page thereof.