

FRAMEWORK AGREEMENT FOR THE PROVISION OF IT SERVICES

Between

SEFE Securing Energy for Europe GmbH

and

Service Provider

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Framework Agreement

Between:

SEFE Securing Energy for Europe GmbH, a company incorporated registered in Germany (under registered number HRB 36569 B at the Commercial Register of the Berlin-Charlottenburg Local Court (Amtsgericht), whose registered office is at Markgrafenstrasse 62, 10969 Berlin, Germany ("**SEFE**") and
the service provider named in the letter of award ("**Service Provider**"),
each a "**Party**" and collectively "the **Parties**"

Preamble

SEFE has conducted a tendering procedure for the conclusion of a framework agreement for the provision of application development, systems integration, application maintenance and quality assurance services to SEFE and certain SEFE Affiliates (together the "**Clients**" or individually the "**Client**").

- a) The Service Provider participated in this tendering procedure and was selected as supplier on the basis of its final bid. The Service Provider is therefore a party to this Framework Agreement for the provision of the above services.
- b) The Service Provider is one of several framework agreement partners (collectively the "**Framework Agreement Partners**" and individually "**Framework Agreement Partner**") which SEFE has entered into contractual terms with for the provision of the above services based on the tendering procedure. Such services shall be contractually awarded through the agreement of individual contracts ("**Individual Contract**") as further detailed under Clause 3.

It is agreed as follows:

1 Definitions and Interpretation

In this Agreement (including the Preamble) unless the context otherwise requires, the following definitions apply:

Affiliate means in relation to a party, a person who is, from time to time, a subsidiary or holding company of that party, or is a subsidiary of that party's holding company; and for the purpose of the SEFE, Affiliates shall be limited to SEFE Securing Energy for Europe GmbH and the subsidiaries controlled by SEFE;

Agreement has the meaning given to that term in Clause 2.4;

BTTG means the Federal Collective Bargaining Compliance Act (*Bundestariftreuegesetz*);

Business Day means a day other than a Saturday or Sunday or a bank holiday or public holiday in the registration country of the relevant SEFE Affiliate;

Business Continuity Plan has the meaning given to that term in Clause **Error! Reference source not found.**;

Change has the meaning given to that term in Clause 28.2;

Change Control Procedures means the procedures for Change set out in **Error! Reference source not found.** (Change Control Procedures);

Charges means, in respect of each Individual Contract, the fees for the provision of the Services, as set out in the Individual Contract;

Client or **Clients** has the meaning given to the term in the Preamble;

Commencement Date means the date upon which the Framework Agreement is awarded to the Service Provider;

Confidential Information means

in respect to either Party, all information (whether written, oral or in electronic form) concerning the business and affairs of the Party or its associated Affiliates; and

in respect to SEFE and in addition to the information referred to in sub paragraph (a) of the definition above:

(i) all information (whether written, oral or in electronic form) concerning the business affairs and (actual, prospective and former) customers of SEFE Group, together with the business and affairs of such customers (including but not limited all information concerning the working practices, software, information and assets) which is obtained by the other Party in the course of the negotiation, implementation or performance of this Agreement, including the terms of this Agreement; and

(ii) SEFE Data,

in each case that the other Party obtains or receives as a result of the discussions leading up to or the entering into or the performance of this Agreement and/or any Individual Contract;

Contractual Year means in respect of an Individual Contract, each 12-month period starting on the Individual Contract Commencement Date and each subsequent 12-month period, and in respect of the Framework Agreement, each 12-month period starting on the Commencement Date and each subsequent 12-month period;

Control means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a person, whether by contract or through the ownership of voting securities, including the ownership of more than 50% of the voting equity, partnership or similar interest in such person, and **Controls** and **Controlled** shall be construed accordingly;

Controller means a person which, alone or jointly with others, determines the purposes and means of the Processing of Personal Data;

Cybersecurity Requirements means any and all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards and sanctions (applicable to either party) and relating to security of network and information systems and security breach and incident reporting requirements, all as amended or updated from time to time;

Data Processing Agreement shall mean an agreement between the Service Provider and Client based on the standard contractual clauses of the European Commission according to Article 28 (7) GDPR, as shown as template in Schedule 4;

Data Protection Laws means all laws and regulations relating to the Processing of Personal Data as the same may be in force from time to time;

Data Subject means the individual to which the Personal Data relates;

Deliverables means, in respect of each Individual Contract, any materials, items, documents or deliverables prepared by or on behalf of Service Provider, or otherwise delivered to any member of the SEFE Group, as part of the provision of the Services;

Force Majeure Event means events any beyond the control of a Party claiming to be affected thereby, unable to be prevented or overcome by that Party by the exercise of reasonable care and diligence and not caused or contributed by the negligence or fault of that Party including the following to the extent only that they satisfy the above criteria, act of God, war or threat of or preparation for war, armed conflict, flood, earthquake, windstorm, or other natural disaster, sabotage, riot, insurrection, civil commotion, civil unrest, martial law, major systems failure (except that the failure of systems controlled by the affected Party (or its sub-contractors) shall not constitute a Force Majeure Event) strike or other industrial dispute (except that an industrial dispute, strike or other action involving (where SEFE is the affected Party) only employees of the SEFE Group or (where Service Provider is the affected Party) only the Service Provider Personnel shall not constitute a Force Majeure Event), pandemic, quarantine, nuclear, chemical or biological radiation or radioactive contamination only;

Framework Agreement means this agreement;

Framework Agreement Partners means the Service Provider and other suppliers with whom SEFE has concluded framework agreements on the basis of the tendering procedure;

Good Industry Practice means using standards, practices, methods and procedures and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged in a similar type of undertaking under the same or similar circumstances;

Group means SEFE Group or the Service Provider Group, as applicable;

Individual Contract has the meaning given to that term in the Preamble;

Individual Contract Commencement Date means, in respect of an Individual Contract, the date upon which the Individual Contract is awarded to the Service Provider in accordance with the procedure detailed under Clause 3;

Intellectual Property Rights means rights in the nature of passing off, registered designs and unregistered designs and design rights, trade marks, domain names, unfair competition rights, service marks, topography rights, copyright (including copyright in software), moral rights, database rights, rights in inventions, patents, know-how, trade secrets and other confidential information, and all other intellectual property rights and rights of a similar or corresponding character which may exist now or in the future subsist in any part of the world (whether registered or not or the subject of an application for registration) and including all rights to apply for, and obtain, registrations in respect of any and all of the foregoing, each for their full term including extensions, revivals and renewals thereof;

Known Vulnerabilities means any Vulnerability that has been disclosed on the internet or any public database such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice;

Latent Vulnerabilities means any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection;

Material Contractual Obligations (*Kardinalspflichten*) are those obligations whose fulfilment is essential to enable proper performance of the Agreement and on whose observance the other Party may regularly rely (including core performance and protective duties);

Mitigate means the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Virus or Vulnerability in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or

functionality in their entirety), provided these are approved by the SEFE in writing in advance, and the terms Mitigated and Mitigation shall be interpreted accordingly;

Named Resources means, in respect of a Individual Contract, the persons (if any) named as Named Resources in the Individual Contract;

Open Source Software or **OSS** means any software, code, library or other component (in source code or object code form) that is distributed, licensed or otherwise made available:

(a) under any licence approved by the Open Source Initiative (OSI) or any other licence that substantially conforms to the Open Source Definition; or

(b) under any licence that requires, as a condition of use, modification or distribution of such software, that any software incorporating, derived from, or distributed with such software:

(i) be disclosed, distributed or made available in source code form;

(ii) be licensed for the purpose of making derivative works;

(iii) be redistributable at no or minimal charge; or

(iv) be subject to licensing terms that could require disclosure, licensing or distribution of any proprietary software or intellectual property of SEFE or its Affiliates.

Personal Data means any information relating to an identified or identifiable living individual;

Personal Data Breach means the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;

Processing means any operation or set of operations which is performed on Personal Data or on sets of Personal Data, whether or not by automated means, and Process, Processes and Processed shall be construed accordingly;

Processor means a person which Processes Personal Data on behalf of a Controller;

Rate Card Fees means the fees agreed in Schedule 1;

Records has the meaning given to that term in Clause **Error! Reference source not found.**;

Regulations means all applicable statutory and other rules, regulations, instruments and provisions in force from time to time, including the rules, codes of conduct, codes of practice, guidance, practice requirements and accreditation terms stipulated by any Regulatory Authority from time to time provided those are applicable to the organization of the Service Provider;

Regulatory Authorities means competent regulatory authorities that have responsibility for regulating the businesses of either Party;

Relevant Adjustment Date has the meaning given to that term in Clause 11.7;

Replacement Contractor means, in respect of a Individual Contract, a firm, company or organisation with which any member of the SEFE Group contracts to provide the Services or services which are substantially the same type of services (in whole or in part) after termination of this Agreement (in whole or in part);

Restricted Person means any person who from time to time (i) is named on a Sanctions List; (ii) is Controlled by, or acts on behalf of, a person named on a Sanctions List; (iii) is located or incorporated in a Sanctioned Country; or (iv) is otherwise the target or subject of Sanctions;

Sanctioned Country means a country, territory or region which is, or whose government is, the subject of Sanctions;

Sanctions means any economic or financial sanctions or trade embargoes imposed, administered or enforced from time to time by any Sanctions Authority;

Sanctions List means a list of specifically designated nationals or designated persons held or administered by a Sanctions Authority;

Sanctions Authority means any authority, organisation or body of the European Union, any European Union member state, the United Nations, any United Nations member state, the United States and any other applicable jurisdiction, which introduces, enforces or otherwise has responsibility in connections with Sanctions;

Service Credit means, in respect each Individual Contract, any sum owing to SEFE by the Service Provider pursuant to the provisions of the Individual Contract in respect of any failure by the Service Provider to meet the Service Levels;

Service Specification means, in respect of each Individual Contract, any service specified by the Client for the Individual Contract;

Service Levels means, in respect of each Individual Contract, any service levels set out in the Individual Contract;

Services means, in respect of each Individual Contract, services to be carried out by the Service Provider as described under Schedule 10 and the Individual Contract, and all ancillary services thereto;

Services Start Date means, in respect of each Individual Contract, the date on and from which the Service Provider shall start to provide the Services, which shall be as set out in the Individual Contract or, if no such date is expressly set out in the Individual Contract, the Individual Contract Commencement Date;

SEFE Assets means, in respect of each Individual Contract, the assets, equipment, tools, materials and data (including Intellectual Property Rights subsisting in the same) which are owned by or leased, licensed or sub-licensed to any member of the SEFE Group and which are made available by the Service Provider to provide the Services. SEFE Assets include SEFE Data;

SEFE Data means, in respect of each Individual Contract, all data (including Personal Data), information, text, drawings, diagrams, documents and images which are embodied in any electronic or tangible medium and which are:

made available by or on behalf of any member of the SEFE Group to the Service Provider, or otherwise accessed, obtained, used or held by the Service Provider in connection with the provision of any of the Services; and/or

created, generated, modified, maintained, stored and/or otherwise processed by or on behalf of the Service Provider in connection with the provision of any of the Services;

SEFE Group means SEFE and SEFE Affiliates, as applicable;

SEFE Representative means the person authorised by SEFE and communicated to the Service Provider as having authority to act on behalf of SEFE in relation to and in the performance of this Agreement and each Individual Contract;

SEFE Policies means the policies, procedures and compliance requirements of the SEFE Group as identified in Schedule 2;

SEFE Premises means premises owned, leased, licensed or occupied by any member of the SEFE Group;

SEFE Systems means any information technology and/or telecommunications systems (including all hardware, software, applications and networks) that are owned by or leased,

licensed or sub-licensed to any member of the SEFE Group, other than any information technology or telecommunications systems made available to SEFE by the Service Provider pursuant to any Individual Contract;

SEFE Service Providers means third party suppliers, contractors and sub-contractors engaged by any member of the SEFE Group from time to time to provide products and/or services to one or more members of the SEFE Group;

STA Deliverable are Deliverables that the Parties have expressly marked it with “STA” (Subject to Acceptance);

Sub-processor has the meaning given to that term in Clause **Error! Reference source not found.**

Service Provider Representative means the person authorised by the Service Provider and communicated to SEFE as having authority to act on behalf of the Service Provider in relation to and in the performance of this Agreement and each Individual Contract;

Service Provider Group means the Service Provider and its Affiliates;

Service Provider Personnel means all persons engaged in the carrying out of the Service Provider's obligations under this Agreement and each Individual Contract (including with respect to the performance of the Services) from time to time;

Standard Contract Clauses shall mean the standard contract clauses as shown in Schedule 4 (Data Protection)

Termination Notice means a notice to terminate this Agreement or an Individual Contract (in whole or in part) either immediately or at a date specified in the notice;

Virus means any thing or device (including any software, code, file or program) which may (i) prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; (ii) prevent, impair or otherwise adversely affect access to or the operation of any program or data, including the reliability of any program or data (whether by re-arranging, altering or erasing the program or data in whole or part or otherwise); or (iii) adversely affect the user experience, including worms, Trojan horses, viruses and other similar things or devices; and

Vulnerability means a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be interpreted accordingly.

In this Agreement and each Individual Contract words importing the singular shall include the plural and vice versa, words importing a gender shall include all genders and words importing persons shall include bodies corporate, unincorporated associations and partnerships;

In this Agreement and each Individual Contract, references to **Clauses** and **Schedules** are references to Clauses and Schedules of this Framework Agreement, references to **paragraphs** are, unless otherwise stated, references to paragraphs of the Schedule or the part of the Schedule in which the reference appears, and references to **Sections** are references to Sections of the relevant Individual Contract;

In this Agreement and each Individual Contract any reference to **persons**, includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, governmental or state agencies, foundations and trusts (in each case whether or not having separate legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);

In this Agreement and each Individual Contract any reference to **month, year** and **quarter** mean calendar month, calendar year and calendar quarter, unless otherwise stated;

In this Agreement and each Individual Contract a reference to a statute or statutory provision is a reference to that statute or statutory provision and to all orders, regulations, instruments or other subordinate legislation made under the relevant statute;

In this Agreement and each Individual Contract any reference to a statute, statutory provision, subordinate legislation, code or guideline (**legislation**) is a reference to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;

In this Agreement and each Individual Contract any phrase introduced by the terms **including, include, in particular, for example, such as** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

Clause headings are included for convenience only and shall not affect the interpretation of this Framework Agreement.

2 Subject matter of the Framework Agreement and general provisions

- 2.1 This Framework Agreement shall govern the awarding of Individuals Contracts by the Clients to the Framework Agreement Partners under this Framework Agreement and the essential terms and conditions of these Individuals Contracts. The details of the Services to be provided are described in the service description for this Framework Agreement (Schedule 10) and in the Service Specification for the respective Individual Contract.
- 2.2 In addition to SEFE, all SEFE Affiliates may award Individual Contracts under this Framework Agreement as Client.
- 2.3 This Framework Agreement does not entitle the Service Provider to remuneration, the award of an Individual Contract or exclusivity. For clarification: Any claim to remuneration on the part of the Service Provider can only arise from an Individual Contract awarded to it.
- 2.4 The following contractual components, including their annexes, apply to all contractual services:
- a) this Framework Agreement;
 - b) if the Client has awarded one or more Individual Contracts to the Service Provider: the Service Specification for the respective Individual Contract and other documents on which the Client has based the respective Individual Contract;
 - c) this Framework Agreement's Schedules, namely:
 - Schedule 1 (Charges),
 - Schedule 2 SEFE Policies (Code of Ethics and Business Conduct),
 - Schedule 3 (Service Provider Security Measures),
 - Schedule 4 (Data Protection),
 - Schedule 5 (Insurance Broker Certificate),
 - Schedule 6 (Confidentiality),
 - Schedule 7 (Change Control),
 - Schedule 8 (Exit Management),

Schedule 9 (Governance),

Schedule 10 (Service Description)

- d) If the Client has awarded one or more Individual Contracts to the Service Provider: the other parts of the Service Provider's offer for the respective Individual Contract, insofar as the client has requested these in the request for quotation.
- e) the other parts of the Service Provider's final offer for this Framework Agreement, insofar as SEFE has requested these in the request for quotation.

(together the "**Agreement**").

- 2.5 The contractual components apply in the order set out in Clause 2.4. If contractual components contradict each other, the provisions of the component named first in Clause 2.4 take precedence over those of the components named subsequently, unless expressly stipulated otherwise.
- 2.6 If the provisions of a contractual component and its Schedule(s) contradict each other, the provisions of the contractual component shall take precedence, unless the Schedule contains an express deviation from a specifically designated provision of the contractual component. Clause 2.6 shall apply mutatis mutandis to Schedules to Schedules.
- 2.7 The Service Provider's general terms and conditions are not part of this contract. For clarification: the acceptance of services or the settlement of invoices from the Service Provider, even if this is done without reservation, does not constitute acceptance of the Service Provider's general terms and conditions.
- 2.8 Mandatory statutory provisions remain unaffected.

3 Awarding Individual Contracts

3.1 Methods of Awarding Individual Contracts

- 3.1.1 The Client shall award Individual Contracts under this Framework Agreement after conducting a mini-competition in accordance with Clause 3.2 or, in the cases conclusively described below, without a competitive procedure in accordance with Clause 3.3.
- 3.1.2 The Client shall award an Individual Contract without a competitive procedure in accordance with Clause 3.3 if, either individually or jointly,
 - a) only one Framework Agreement Partner can be considered for the performance of the respective Individual Contract because
 - (i) only one Framework Agreement Partner has the experience, knowledge and skills required for the performance of the Individual Contract
 - (ii) only one Framework Agreement Partner has the capacity required for the performance of the Individual Contract,
 - (iii) due to conflicts of interest, only one Framework Agreement Partner can carry out the Individual Contract,

- b) only one Framework Agreement Partner can be considered for the performance of the respective Individual Contract because:
 - (i) additional services are required in a factual and temporal connection with an Individual Contract that has already been awarded (extension of an Individual Contract),
 - (ii) the Individual Contract contains wholly or largely predominantly services that a framework agreement partner has provided at least comparably within the framework of an Individual Contract that has already been awarded (repetition of similar services)
- c) if the performance of the respective Individual Contract by a particular Framework Agreement Partner is necessary for economic and/or technical reasons because
 - (i) additional services are required in a factual and temporal connection with an Individual Contract that has already been awarded (extension of an Individual Contract),
 - (ii) the Individual Contract contains wholly or largely predominantly services that a framework agreement partner has provided at least comparably within the framework of an Individual Contract that has already been awarded (repetition of similar services)
- d) the estimated contract value of the Individual Contract (excluding VAT) does not exceed EUR 25,000 and there are no objective reasons justified by the subject matter of the Individual Contract in question that require the award by way of a mini-competition;
- e) this is necessary for objective reasons of urgency;
- f) this is necessary for objective reasons of confidentiality;
- g) by conducting a negotiated procedure without a competitive bidding procedure pursuant to Section 13 (2) No. 3 SektVO.

3.1.3 In all cases other than those in Clause 3.1, the Client shall award an Individual Contract by way of a mini-competition in accordance with Clause 3.2. If, in the cases referred to in Clause 3.1.2 the description applies equally to several Framework Agreement Partners, the Client shall award an Individual Contract by way of a mini-competition pursuant to Clause 3.2 only between these Framework Agreement Partners.

3.2 **Award of Individual Contracts after holding a mini-competition**

- 3.2.1 In the event that the Client awards an Individual Contract after conducting a mini-competition in accordance with Clause 3.1.2 (i) and (iii), it shall invite all Framework Agreement Partners to submit an offer for the Individual Contract.
- 3.2.2 In the invitation to tender, the Client shall inform the Framework Agreement Partners of the requirements for their offers for the Individual Contract. The invitation to tender shall at least contain specifications on the deadline, form and content of the offers. If required, the Client shall provide the Framework Agreement Partners with a Service Specification and other conditions for the Individual Contract including applicable Service Levels where appropriate. The invitation to submit an offer is made in text form.
- 3.2.3 With the invitation to tender, the Client shall also inform the Framework Agreement Partners of the specific weighting of the criteria for the selection of the supplier of the respective

Individual Contract. These criteria are the remuneration (20% to 80%) and the quality of the services offered (80% to 20%) with the sub-criteria of qualification, project team and concept for the provision of services.

- 3.2.4 The offer of the Framework Agreement Partner must contain all documents, information and declarations required by the Client. Failure to comply with the requirements specified in the invitation to tender may lead to the exclusion of the offer.
- 3.2.5 Unless otherwise stated in the invitation to tender, an offer by the Service Provider for the conclusion of an Individual Contract may not contain higher prices than those on which this Framework Agreement is based (Rate Card Fees in Schedule 1). The same applies if other remunerations systems (e.g. fixed prices or remuneration caps) are requested in the tender. A breach of this obligation will result in the exclusion of the offer.
- 3.2.6 The Client shall be entitled to enter into negotiations with the Framework Agreement Partners on the offer and to invite them to submit further offers.
- 3.2.7 The Client shall be entitled at any time before the Individual Contract is awarded (i) to cancel the award of the Individual Contract in whole or in part, or (ii) to amend the invitation to tender and other documents on which the award of an Individual Contract is based.
- 3.2.8 The Client shall award the Individual Contract to the Framework Agreement Partner whose offer has the best price-performance ratio in accordance with the criteria communicated in accordance with Clause 3.2.3.
- 3.2.9 An Individual Contract is concluded by the Client when the contract is awarded to the offer of the Framework Agreement Partner for the Individual Contract. Individual Contracts are subject to the conditions set out in Clause 2 of this Framework Agreement.

3.3 Award of Individual Contracts without a competitive procedure

- 3.3.1 In the event that the Client awards an Individual Contract in accordance with Clause 3.1 without conducting a competitive procedure, it shall invite:
 - a) in the cases referred to in paragraph 3.1.2 (ii), (b) (ii) and (g), the Framework Agreement Partner to whom the description referred to in the relevant point is the only or most accurate, and
 - b) in the cases referred to in paragraph 3.1.2 (ii), (b) (ii), (e) and (f), the Framework Agreement Partner who has obtained the highest total number of points in the tendering procedure on which that Framework Agreement is based; to submit an offer for the Individual Contract
- 3.3.2 In the invitation to tender, the Client shall inform the Framework Agreement Partner of the requirements for its offer for the Individual Contract. The invitation contains at least specifications on the deadline, form and content of the offer. If required, the Client shall provide the Framework Agreement Partner with a Service Specification and further conditions for the Individual Contract. The invitation to tender is made in text form.
- 3.3.3 Individual Contracts awarded in accordance with Clause 3.1.2 (a), (d), (e), (f) and (g) shall be subject to the prices underlying this Framework Agreement. In the cases referred to in Clause 3.1 (b) (ii) the prices for the services that are extended or repeated shall continue to apply.
- 3.3.4 The offer of the Framework Agreement Partner must contain all documents, information and declarations required by the Client. Failure to comply with the requirements specified in the invitation to tender may lead to the exclusion of the offer.

- 3.3.5 The Service Provider invited to submit an offer must inform the respective Client in text form immediately after receipt of the invitation to tender whether he will submit an offer in response to the invitation to tender.
- 3.3.6 If the Framework Agreement Partner invited by the Client to submit an offer has informed the Client in accordance with Clause 3.3.5 that it will not submit an offer, or does not submit an offer within the period set in the invitation to tender, the Client shall invite:
- a) in the cases referred to in clause 3.1.2 (iii), the Framework Agreement Partner to whom the description most closely applies, and
 - b) in the cases referred to in paragraph 3.1.2 (iii), (e) and (f), the Framework Agreement Partner who has obtained the next highest total score in the tendering procedure on which that Framework Agreement is based; to submit an offer. The procedure described in sentence 1 shall apply mutatis mutandis to further invitations to tender. If, in the cases referred to in Clause 3.1.2 (b), no other Framework Agreement Partner fulfils the description, the Client shall award the Individual Contract by way of a mini-competition in accordance with Clause 3.2
- 3.3.7 The Client shall be entitled to enter into negotiations on the offer with the Framework Agreement Partner who has been invited to submit an offer and to invite him to submit a further offer.
- 3.3.8 The Client shall be entitled at any time before the Individual Contract is awarded (i) to cancel the award of the contract in whole or in part, or (ii) to amend the invitation to tender and other documents on which the award of an Individual Contract is based.
- 3.3.9 An Individual Contract is concluded by the Client when the contract is awarded to the offer of the Framework Agreement Partner for the Individual Contract.

3.4 Legal nature of Individual Contracts

The respective type of contract of the Individual Contract results from the services to be provided under it.

4 Performance

- 4.1 In respect of each Individual Contract, the Service Provider shall:
- a) provide the Services from the Services Start Date;
 - b) provide the Services in accordance with (i) the terms and conditions of the Individual Contract and, in particular, if applicable, to meet or exceed the Service Levels; (ii) Good Industry Practice; and (iii) the Regulations (and all changes thereto);
 - c) comply with any reasonable instructions given to it from time to time by Client concerning the provision of the Services, provided that, if any such instructions require the Service Provider to carry out additional work outside the scope of the Services, such work will be subject to the Change Control Procedures as set out in Schedule 7;
 - d) in providing the Services, act in good faith and co-operate fully, and procure that each of its employees, agents and sub-contractors co-operate as contractually required, with the SEFE Group's employees, agents and sub-contractors;

- e) not represent itself as the agent of Client and shall not have any authority to give on behalf of Client any representations, warranties or undertakings with regard to any matter, save as otherwise expressly set out in this Agreement;
- f) observe fully all reasonable requirements and procedures agreed with the Service Provider by any member of the SEFE Group, including any health and safety and security requirements; and
- g) notify Client as soon as it is aware of any potential or actual delay or obstacle to the provision of the Services.

4.2 The Service Provider acknowledges and agrees that, in respect of each Individual Contract, the:

- a) SEFE Group shall be entitled to use (and take the benefit of) the Services; and
- b) SEFE Service Providers shall be entitled to use (and take the benefit of) the Services to the extent such use (and the receipt of such benefit) is for the benefit of the SEFE Group;
- c) however, with respect to (a) and (b), for the avoidance of doubt, this Agreement shall not be an agreement for the benefit of third parties (*Vertrag zugunsten Dritter*) or the protection of third parties (*Vertrag mit Schutzwirkung zugunsten Dritter*).

5 Deliverables

5.1 In respect of each Individual Contract, the Deliverables (including all Intellectual Property Rights subsisting therein) that are Client-specific and are defined by Client-specific requirements shall be owned by Client in the sense that Client shall, subject to Clause 9.4 of this Agreement, have exclusive rights of use with respect to those Deliverables. The right of use for each Deliverable shall pass to Client on delivery and payment of the respective Deliverable.

5.2 In respect of each Individual Contract, Client hereby grants to the Service Provider a non-exclusive, royalty free and personal licence for the term of the Individual Contract to use the Deliverables for the purpose of providing the Services to Client subject to and in accordance with the terms of the Individual Contract.

5.3 The Service Provider shall ensure that each Deliverable it supplies to the SEFE Group under an Individual Contract:

- a) complies with the requirements for the Deliverable set out in the Individual Contract and any other specification in respect of the Deliverable agreed in writing by the Parties;
- b) is, to the extent not specified in detail pursuant to (a), fit and suitable for the purposes for the contractually foreseen use of such Deliverable and
- c) is free from defects in design, quality, material and workmanship,
- d) is suitable to the customary use and is of a nature that is usual in Deliverables of the same type and Client may expect in view of the type of Deliverable.

5.4 In respect of each Deliverable that the Service Provider is required to deliver under an Individual Contract:

- a) following delivery of the Deliverable, Client will test the Deliverable in order to confirm whether or not it complies with the requirements of Clause 5.3;

- b) the Service Provider shall provide Client with such assistance and information as may be reasonably required by Client to enable it to carry out such tests;
- c) where the tests indicate that the Deliverable or any part of it does not comply with the requirements of Clause 5.3, the Service Provider shall use all reasonable endeavours to correct the defect as soon as reasonably possible and in any event within the time for completion of the Deliverable set out in the Individual Contract, and shall notify Client when the tests can be re-run.

5.5 Principles and Examples for STA Deliverables

- 5.5.1 STA Deliverables shall only be result-oriented performances that can and will be exhaustively defined upfront with detailed objective tangible measurable quality-related acceptance criteria that an independent subject-matter expert third party could validate.
- 5.5.2 STA Deliverables will only be such that are pre-dominantly in the sole control of the Service Provider to produce.
- 5.5.3 STA Deliverables will not be purely activity-based performances without a specific result.
- 5.5.4 Outside of agreeing the acceptance criteria, the acceptance of STA Deliverables cannot depend on any discretion of Client.
- 5.5.5 Provided the principles above are observed, examples for STA Deliverables can be: coding of software functionality, functional or technical specifications (design documents), data mapping, data load, software deployment.
- 5.5.6 Examples for Deliverables that do not qualify as STA Deliverables are: trainings, design work, test execution and support, governance activities, change management, user instruction, paper deliverables or oral work.
- 5.5.7 Any Deliverable that is marked with “STA” will qualify as such in any event.

6 SEFE Assets and SEFE Premises

- 6.1 In respect of each Individual Contract, the Service Provider shall be responsible for providing at its own cost and expense all the assets, premises, equipment and tools necessary to perform the Services in accordance with the terms and conditions of this Agreement and the Individual Contract, other than any SEFE Assets or any SEFE Premises.
- 6.2 In respect of each Individual Contract, Client hereby grants to the Service Provider a non-exclusive, royalty-free and personal licence for the duration of the Individual Contract to use the SEFE Assets on the following terms:
 - a) the Service Provider shall use the SEFE Assets only for the purpose of performing the Services;
 - b) the Service Provider shall comply with any and all reasonable instructions, conditions and security requirements in relation to its use of the SEFE Assets as shall from time to time be notified in writing (which may be by email) to Service Provider by SEFE; and
 - c) the Service Provider shall return the SEFE Assets to SEFE on demand and, in any event, on termination of the Individual Contract.

- 6.3 The Service Provider acknowledges and agrees that, save as otherwise expressly set out in Clause 6.2, it shall acquire no rights in or to the SEFE Assets under this Agreement or any Individual Contract.
- 6.4 In respect of each Individual Contract and in relation to SEFE Premises that any member of the SEFE Group permits the Service Provider to enter to enable it to carry out the Services, the Service Provider shall ensure that all persons carrying out the Services on such premises:
- a) comply with the security and safety policies and regulations from time to time in force on those premises and all instructions of the SEFE Group notified to the Service Provider in relation to its access to such premises (including the removal of any persons where required by Client); and
 - b) leave such premises in no worse condition than the condition of the premises prior to the commencement of the Services (fair wear and tear excepted).
- 6.5 Client reserves the right to refuse entry to any of the SEFE Premises to any Service Provider Personnel where Client considers such admission to be undesirable, such refusal not to be vexatiously or spuriously exercised.

7 Staff

- 7.1 The Service Provider shall be responsible for providing at its own cost and expense all the personnel necessary to carry out its obligations under and in accordance with this Agreement and each Individual Contract.
- 7.2 The Service Provider shall apply, and shall procure that its agents and sub-contractors shall apply, when engaging or deploying any person wholly or mainly in the provision of the Services under each Individual Contract, such reasonable and lawful screening, security and vetting procedures as customary in the respective employment location. In particular, the Service Provider shall ensure that each of the Service Provider Personnel has the right to work in the applicable jurisdiction. Where Individual Contracts concern SEFE Affiliates that are operators of critical infrastructure (KRITIS) within the meaning of Section 2(10) of the Federal Security Act (BSIG), the Client will set out further requirements in the relevant Individual Contract regarding the security and reliability vetting of the personnel deployed.
- 7.3 In respect of each Individual Contract, the Service Provider shall ensure that the Service Provider Personnel:
- a) are appropriately experienced, qualified and trained;
 - b) are familiar, where appropriate, with the agreed requirements under this Agreement and each Individual Contract; and
 - c) observe fully all agreed reasonable requirements and reasonable procedures, including those relating to security, health and safety and internal staff requirements while on SEFE Premises.
- 7.4 In respect of each Individual Contract, the Service Provider:
- a) acknowledges that the Named Resources (for selected Key Personnel positions) are Service Provider Personnel of particular importance to the fulfilment of its obligations under the Individual Contract;
 - b) undertakes to use all reasonable endeavors to ensure that the Named Resources are used to carry out the roles assigned to them in the Individual Contract, are used

throughout the term of the Individual Contract for the provision of the Services and are not removed or replaced during the term of the Individual Contract;

- c) shall not voluntarily remove any of the Named Resources from the provision of the Services without the prior written consent of Client, unless the removal is necessary because of reasons beyond the control of the Service Provider (e.g. maternity leave, termination of employment by Named Resource, sickness). If any of the Named Resources become unavailable for any reason the Service Provider shall replace that person with an individual whom Client has approved (such approval not to be unreasonably withheld) and whose abilities and qualifications are similar to or exceed those of the replaced individual; and
- d) shall take sufficient measures to ensure that the unavailability or replacement of any individual member of the Service Provider Personnel shall not affect the Service Provider's ability to provide the Services in accordance with the terms and conditions of the Individual Contract.

7.5 If Client can reasonably demonstrate that any of the Named Resources is not competent to perform his responsibilities under this Agreement or any Individual Contract, Client shall be entitled to request the removal and replacement of such person and shall give reasons to the Service Provider as to why it has requested removal of any of such Service Provider Personnel. The Service Provider's agreement to such a request shall not be unreasonably withheld or delayed. The Service Provider will use its reasonable endeavors to mitigate any disruption caused to the carrying out of the Services under the relevant Individual Contract(s) whilst it removes and replaces the affected the Service Provider Personnel. Client agrees that any such requests shall not be made in a vexatious or spurious manner.

8 Status of Service Provider Personnel

8.1 The Parties acknowledge and agree that the Service Provider Personnel are not, nor is it their intention that the Service Provider Personnel be, employees, workers, agents or partners of Client. The Service Provider warrants, represents and undertakes to Client that each of the Service Provider Personnel is either an employee of the Service Provider or an independent contractor engaged by the Service Provider who is then supplied by the Service Provider to Client on a temporary basis to provide the Services.

8.2 For those of the Service Provider Personnel that are:

- a) employees of the Service Provider, the Service Provider shall be responsible and liable for paying, and where applicable deducting from, the salaries, benefits and other expenses relating to the employment of those the Service Provider Personnel (both statutory and contractual and where applicable in accordance with Clause 7.5, and where applicable including PAYE income tax, employers and employee's national insurance contributions, pensions, expenses, allowances, maternity/paternity or other statutory payments, sick pay and holiday pay); and
- b) independent contractors engaged by the Service Provider, Service Provider shall pay those Service Provider Personnel or, where applicable, the intermediary through which such Service Provider Personnel provides its services, in accordance with its terms of engagement with such Service Provider Personnel or intermediary (as applicable) and shall ensure that such Service Provider Personnel or intermediary (as applicable) is responsible and liable for paying all salaries, benefits and expenses applicable to the status of such Service Provider Personnel (including income tax, national insurance contributions and social security contributions).

- 8.3 The Service Provider shall not take any measures that would lead to Service Provider resources acquiring any claims versus Client. Unless the Service Provider can demonstrate that Client has pre-dominantly caused such claims, Service Provider shall indemnify Client from and against all losses, costs (including legal costs) damages and expenses suffered or incurred by the SEFE Group arising out of or in connection with:
- a) any claim, demand or allegation made by any of the Service Provider Personnel alleging or requiring employee or worker status or that there is any implied contractual relationship as between the Service Provider Personnel and any member of the SEFE Group; and/or
 - b) any claim, demand or allegation made against any member of the SEFE Group by any person (including any governmental or regulatory body) that is based upon an assumption that any of the Service Provider Personnel is an employee or worker of, or engaged directly by, any member of the SEFE Group (including any fines levied against member of the SEFE Group based upon such assumption).
- 8.4 If, as a result of the Service Provider ceasing to provide all or any of the Services and one or more members of the SEFE Group or a replacement provider carrying out the same or substantially the same services instead, the employment of any person engaged in carrying out the Services transfers by operation of law to a member of the SEFE Group or the replacement provider then the Service Provider shall indemnify SEFE from and against all losses, costs (including legal costs) damages and expenses suffered or incurred by the SEFE Group or any replacement provider arising out of or in connection with the transfer, including all losses, costs (including legal costs), damages and expenses suffered or incurred by any members of the SEFE Group and/or the replacement provider arising out of or in connection with any claim by any person that their engagement has transferred to a member of the SEFE Group or the replacement provider by operation of law.
- If, as a result of the Service Provider starting to provide all or any of the Services instead of one or more members of the SEFE Group or an incumbent provider carrying out the same or substantially the same services, the employment of any person engaged in carrying out the Services transfers by operation of law to a member of the Service Provider or one or more members of the Service Provider Group, then Client shall indemnify Service Provider from and against all losses, costs (including legal costs) damages and expenses suffered or incurred by the Service Provider Group or any incumbent provider arising out of or in connection with the transfer, including all losses, costs (including legal costs), damages and expenses suffered or incurred by any members of the Service Provider Group and/or the incumbent provider arising out of or in connection with any claim by any person that their engagement has transferred to a member of the Service Provider Group by operation of law.
- 8.5 Obligations Regarding Compliance with the Federal Collective Bargaining Compliance Act
- 8.5.1 The Service Provider undertakes to comply with the applicable obligations under the Federal Collective Bargaining Compliance Act (BTTG) in the performance of this Framework Agreement and all Individual Contracts. In particular, the Service Provider shall ensure that the personnel employed by it and by any sub-contractors it engages receive at least the collective bargaining agreement working conditions applicable under the BTTG.
- 8.5.2 The obligation under paragraph 6.6.1 applies to the performance of Services only to the extent that employees of the Service Provider or its subcontractors are deployed in the Federal Republic of Germany in connection with the performance of the Agreement. The place of actual work deployment is decisive. The Service Provider must ensure, through organisational measures, that work assignments within Germany—particularly in the case of hybrid or location-independent IT services—are identified and that the resulting obligations under the BTTG are complied with.

- 8.5.3 The Service Provider undertakes to provide the Client, upon the Client's request, with appropriate evidence of compliance with the obligations under the BTTG, to the extent and for as long as employees are deployed within Germany for the performance of the Agreement.
- 8.5.4 The Service Provider undertakes to engage sub-contractors only if they have previously committed in writing to comply with the obligations applicable to them under the BTTG, insofar as employees are deployed within Germany. The Service Provider remains responsible for the compliance of engaged sub-contractors with the obligations under the BTTG.
- 8.5.5 If the Service Provider or a sub-contractor engaged by the Service Provider culpably violates obligations under the BTTG, the Client is entitled to demand that the Service Provider remedy the violation or restore compliance with the contract within a reasonable period of time. If the violation is not fully remedied within the set deadline, or if there is a serious or repeated violation, the Client is entitled, without prejudice to further statutory or contractual rights, to terminate the affected Individual Contract in whole or in part, or the Framework Agreement, for cause without notice. A serious breach shall be deemed to exist in particular if the minimum working conditions required by collective bargaining agreements are systematically or intentionally not met, if inaccurate or incomplete information is provided regarding work assignments within Germany, or if required evidence is not submitted to the Client upon request.
- 8.5.6 Further claims by the Client, in particular for damages, remain unaffected.

9 Rights in the Services

- 9.1 In respect of each Individual Contract, the Intellectual Property Rights created by the Service Provider and the Service Provider Personnel during the provision of the Services (including the Intellectual Property Rights in any Deliverables) shall on creation of any such Intellectual Property Rights vest in SEFE and the Service Provider hereby assigns to SEFE (by way of present and, where appropriate, future assignment) with full title guarantee all such Intellectual Property Rights.
- 9.2 The Service Provider shall do all such further acts and execute such further deeds and documents as may be necessary or desirable to fully and effectively vest in SEFE (or such other party that SEFE determines such rights should be assigned to) the Intellectual Property Rights specified in Clause 9.1 and in order for SEFE (or such other party that SEFE determines such rights should be assigned to) to apply for, and obtain, registrations in respect of such rights.
- 9.3 The Service Provider shall indemnify SEFE against all costs (including the cost of defending any legal action brought against any member of the SEFE Group), damages, losses and expenses suffered or incurred by any member of the SEFE Group arising out of or in connection with any claim made or threatened alleging that the Services (including any of the Deliverables) or the use or receipt of the same (or any part of them) by the SEFE Group constitutes an infringement or other violation of any rights (including any Intellectual Property Rights) of any third party.
- 9.4 Use of Open Source Software
- 9.4.1 The Service Provider may incorporate or make use of Open Source Software ("OSS") in the Services and/or Deliverables only in accordance with this sub-clause Clause 8.4 and provided that such use does not adversely affect the Client's rights under this Agreement or any Individual Contract.

9.4.2 The Service Provider shall, prior to delivery of any Deliverable containing or making use of OSS (and in any event upon Client's request):

- (a) identify and document all OSS components used, including the name, version, origin and applicable licence(s);
- (b) provide a complete and accurate OSS inventory (bill of materials) identifying where and how such OSS is used within the Deliverables; and
- (c) supply copies of, or links to, the applicable OSS licence texts.

The Service Provider warrants that all such information is complete, accurate and up to date.

9.4.3 The Service Provider shall ensure that:

- (a) all OSS is used strictly in compliance with its applicable licence terms; and
- (b) no OSS is used under any licence (including so called "copyleft", "reciprocal" or "viral" licences) that would, directly or indirectly:
 - (i) require disclosure, licensing or distribution of the source code of any Deliverable, the Services, or any Client Intellectual Property;
 - (ii) restrict the Client's ability to use, modify, sublicense, exploit or commercially deploy the Deliverables or Services; or
 - (iii) impose any obligation on the Client beyond those expressly agreed in this Agreement,

unless the Client has given its prior written approval to such use on an explicit, informed basis. Any approval shall be specific to the relevant OSS component and shall not constitute approval of any other OSS use.

9.4.4 Without prejudice to Clauses 5, 15, 17 and Schedule 3, the Service Provider shall ensure that all OSS:

- (a) is obtained from reputable sources and maintained in accordance with Good Industry Practice;
- (b) is free, at the time of delivery, from any Known Vulnerabilities and has been assessed for Latent Vulnerabilities;
- (c) is actively maintained or reasonably supported (including the availability of security patches and updates); and
- (d) does not contain any Virus or malicious code.

The Service Provider shall promptly notify the Client upon becoming aware of any Vulnerability, security issue or licence non-compliance affecting OSS used in the Deliverables and shall, at its own cost, promptly remediate or replace the affected OSS, subject to Client approval where replacement would materially affect functionality.

9.4.5 Where any OSS use breaches this Clause 8.4, the Client may require the Service Provider, at no additional cost and without prejudice to any other rights or remedies, to:

- (a) replace or re-engineer the relevant Deliverable to remove or neutralise the non-compliant OSS; or
- (b) deliver an alternative solution acceptable to the Client that does not adversely affect functionality, performance or timelines.

9.5 Use of Artificial Intelligence (AI)

- 9.5.1 The use of artificial intelligence systems (in particular generative AI) by the Service Provider for the provision of the Services shall require the prior explicit consent of the Client in text form. The Service Provider shall fully and accurately disclose to the Client in advance the intended use of AI, including its type, functionality, provider, data flows, and any subcontractors involved.
- 9.5.2 The Service Provider shall ensure that any use of AI complies with all applicable laws, regulations, and contractual requirements, in particular data protection law, intellectual property law, trade secrets protection, and any applicable AI-specific regulation. The Service Provider warrants that the use of AI will not infringe any third-party rights.
- 9.5.3 The Service Provider shall ensure that no personal data, trade secrets, or other confidential information of the Client is entered into, transmitted to, or otherwise processed by AI systems without the Client's prior explicit consent, including for purposes of training or improving such systems. This shall apply in particular to publicly accessible or non-internal AI services.
- 9.5.4 The Service Provider shall ensure that any AI-generated outputs are subject to appropriate professional review prior to delivery to the Client. Upon request, the Service Provider shall explain, to a reasonable extent, the use of AI and the origin and creation process of the work results.
- 9.5.5 The Client shall be entitled, upon reasonable prior notice, to request information regarding the use of AI and the technical and organisational measures implemented. The Service Provider shall reasonably cooperate with such requests.
- 9.5.6 The Parties acknowledge that the legal and technical framework for the use of AI is evolving. The Client shall be entitled to define further, more specific, or deviating provisions regarding the use of AI in Individual Contracts under this Framework Agreement.
- 9.5.7 In the event of material changes in the legal or regulatory requirements applicable to the use of AI, the Parties shall agree on appropriate amendments to this Clause 8.5 in accordance with Clause 27.2. Until such amendments are agreed, the Service Provider shall promptly adapt its performance to comply with the changed requirements.
- 9.6 The use of OSS or AI shall not:
- (a) limit or exclude any warranty, undertaking or indemnity given by the Service Provider under this Agreement (including under Clauses 8.3, 9, 30, 31 and 33); or
 - (b) relieve the Service Provider of responsibility for the proper performance, security, maintenance or support of the Deliverables and Services.

The Service Provider shall be liable for any damage arising in connection with the use of OSS or AI in accordance with this Agreement as if the Services had been performed without the use. The Service Provider shall indemnify and hold the Client harmless from and against all losses, liabilities, costs and damages arising from any breach of Clauses 8.4 and 8.5, including any claim relating to OSS licence non-compliance, unlawful or non-compliant use of AI or infringement of third-party Intellectual Property Rights.

10 Co-operation with SEFE Service Providers

The Service Provider shall provide such co-operation as may reasonably be required by any SEFE Service Providers so as to ensure that all goods and services can be provided to Client in a coordinated, effective and timely manner, including by (i) providing any relevant and reasonable information which a person with reasonable technical and commercial skills

and expertise would find necessary to perform his services; (ii) providing all reasonable assistance that the third party requires to perform its services and/or supply its products; and (iii) agreeing on procedures with Client and its other contractors for the division of responsibilities in relation to services and functions between the Service Provider and other contractors.

CHARGES AND PAYMENT

11 Charges, invoicing and payment

- 11.1 In consideration for the performance of the Services, SEFE will pay to the Service Provider the charges specified in the respective Individual Contract and in the Agreement ("Charges") plus applicable taxes.
- 11.2 For time and material projects the Service Provider shall be paid based on the actual effort worked (time and materials basis) at the Rate Card Fees in accordance with Schedule 1 (Charges) as further agreed between the Parties under each Individual Contract. Where there are skills/roles not defined in these rate cards, then the Parties will agree an appropriate rate for such resource. Each person's day assumes eight (8) hours worked by each the Service Provider resource ("Person Day") other than for offshore resources as defined in Schedule 1 (Charges) which will be nine (9) hours. Any reduced performance per Person Day shall be invoiced to SEFE pro rata temporis.
- 11.3 If the Service Provider realizes that it will exhaust the order volume estimated by the Client for an Individual Contract for a time and material Project before the Service has been rendered in full in accordance with the Agreement, it must notify the Client of this in writing without delay and provide reasons. The Service Provider may only invoice the Client for services exceeding the estimated order volume in the Individual Contract if the Client has agreed to the further provision of services in writing.
- 11.4 Subject to sub-clause 10.7 below, and unless otherwise agreed, the Rate Card Fees are binding for the entire term of the Agreement and represent the remuneration for all contractual services provided by the Contractor for a time and material project.
- 11.5 For fixed price projects the Service Provider shall provide its services on a fixed price basis. The fixed price represents the remuneration for all contractual services provided by the Contractor for a fixed price project, including travel time, travel expenses, accommodation costs, and expenses.
- 11.6 Travel time, travel expenses, accommodation costs, and other expenses are only payable in addition to the Rate Card fees / fixed price where the Client has agreed in writing prior to commencement of the travel and proof of the costs incurred has been provided.
- 11.7 Two years after the Service Provider's bid for this Framework Agreement has been accepted and annually thereafter (the 'Relevant Adjustment Date'), an annual price variation on the Rate Card Fees underlying the Service Provider's bid for this Framework Agreement shall be deemed to have been agreed. Such variation shall be determined by multiplying the relevant Rate Card Fee amount by the percentage increase in the relevant price index for the country to which the Rate Card relates, published for the 12 months immediately preceding the Relevant Adjustment Date. The relevant price index for the country to which the Rate Card relates is set out under Schedule 1 (Charges). For clarification: No price increase in accordance with this paragraph shall apply to remuneration systems in which the Contractor is remunerated on a basis other than a daily rate (e.g. fixed prices). The provisions of Clause 28 of the Framework Agreement as well as statutory claims for adjustment of remuneration remain unaffected.

- 11.8 In respect of each Individual Contract, the Charges shall be calculated and invoiced by the Service Provider to Client in accordance with the provisions set out in this Clause 11 and the Individual Contract. Unless otherwise agreed in the Individual Contract, for time and material projects Service Provider shall invoice Charges on a monthly in arrears basis no later than the 21st day of the month after which the services have been provided and for fixed price projects the agreed Fixed Price shall be invoiced in accordance with the timetable defined in the Individual Contract. Each invoice must refer to the Services provided and comply with any additional requirements set out in the Individual Contract. For services provided on a time and materials basis, the Service Provider must also, prior to issuing its invoice, provide SEFE with a clear break down of time spent by submitting its time sheets to SEFE for prior approval.
- 11.9 SEFE shall pay all undisputed sums set out in an invoice submitted in accordance with this Clause 11 within 30 days of its receipt. Client shall not be obliged to pay invoices to the extent that they are incorrect.
- 11.10 Unless expressly stated otherwise in an Individual Contract, all amounts shall be payable in Euro.
- 11.11 The Charges are stated exclusive of value added tax, which shall be added at the prevailing rate as applicable and paid by Client following delivery of a valid value added tax invoice.
- 11.12 Except as otherwise expressly set out in this Agreement, each Party shall bear its own costs and expenses incurred in respect of its compliance with its obligations under this Agreement.

12 Late Payments

- 12.1 If a Party fails to pay on the due date any amount which is payable to the other Party under this Agreement or any Individual Contract then the Party awaiting payment may charge the interest on the outstanding amount from the due date until payment is made in full at the rate of 2% per annum over the applicable EURIBOR from time to time, which interest shall accrue on a daily basis from the date payment becomes due until the date payment of the overdue amount together with all interest that has accrued is received.
- 12.2 The Service Provider may suspend carrying out of its obligations under any Individual Contract (including its provision of the Services) as a result of non-payment by Client of due and payable monies (including Charges) owed to the Service Provider under the respective Individual Contract and where the Service Provider has exhausted all procedures for dispute resolution in Clause 27.1 and 27.2 in respect of Client's failure to pay such monies in accordance with the terms and conditions of the Individual Contract.

DATA, SYSTEMS AND COMPLIANCE

13 SEFE Data

- 13.1 The Service Provider acknowledges and agrees that the SEFE Data and all rights (including all Intellectual Property Rights) subsisting in or to the SEFE Data are and shall be the property of SEFE. To the extent that the Service Provider acquires any rights (including Intellectual Property Rights) in or to any of the SEFE Data, the Service Provider hereby assigns those rights to SEFE (by way of present and, where appropriate, future assignment) as they have come into existence for the Service Provider.

- 13.2 In respect of each Individual Contract, the Parties acknowledge that the proper performance of the Services in accordance with the terms and conditions of the Individual Contract may require the Service Provider to access, store, transfer, use or otherwise process SEFE Data.
- 13.3 Notwithstanding Clauses 13.1 and 13.2, SEFE alone shall determine the SEFE Data (if any) that is accessed, stored, transferred, used or otherwise processed by the Service Provider under each Individual Contract and the purposes for which and the manner in which such Data accessed, stored, transferred, used or otherwise processed by the Service Provider.
- 13.4 In respect of each Individual Contract, and save as otherwise agreed by the Parties in writing (whether as part of the Individual Contract or otherwise), the Service Provider shall not access, store, transfer, use or otherwise process or do anything with or to any of the SEFE Data other than for the proper performance of the Services in accordance with the terms and conditions of the Individual Contract and in accordance with Clause 13.3.
- 13.5 In respect of each Individual Contract and without prejudice to the generality of Clause 13.4, the Service Provider shall (and the Service Provider shall ensure that Service Provider Personnel shall):
- a) not damage, delete, modify, corrupt or in any way hinder or prevent the SEFE Group's access to or use of any of the SEFE Data, except to the extent that the proper performance of the Services in accordance with the terms and conditions of the Individual Contract necessitates the deletion or modification of any of the SEFE Data;
 - b) Process any Personal Data that subsists in the SEFE Data in accordance with Clause 15;
 - c) not delete or remove any proprietary or other notices contained within or relating to the SEFE Data;
 - d) preserve the integrity of the SEFE Data that is within its possession or control and keep it confidential and reasonably secure (i.e. secured to the same extent as the Service Provider would secure its own Data) and protected against theft, damage, loss, corruption, manipulation, unauthorised interception and unauthorised access and/or disclosure. In particular, the Service Provider shall (and the Service Provider shall ensure the Service Provider Personnel shall) keep the SEFE Data safe, secure and confidential and not sell, disclose or otherwise transfer or make available such data to any third party, subject to and in accordance with the provisions of Clause 16;
 - e) keep the SEFE Data that is within its possession or control separate from all other data, documents and materials; and
 - f) immediately notify SEFE upon the occurrence of any accidental, unauthorised or unlawful destruction, loss, damage, alteration, use, disclosure or acquisition of, or access to, any of the SEFE Data that is within its possession or control.

14 Service Provider Security Measures

- 14.1 Without prejudice to the requirements of Clause 15, which apply specifically in respect of Personal Data, the Service Provider shall implement and maintain the technical and organisational measures set out in Schedule 3 (Service Provider Security Measures) to:
- a) ensure the security of all SEFE Data and SEFE Confidential Information that the Service Provider obtains or receives or has access to as a result of the performance of this Agreement and each Individual Contract; and

- b) prevent accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access such data and information.
- c) The Service Provider confirms that the information in Schedule 3 on the security of its network and information systems is up to date and accurate and that it will update SEFE immediately in the event of any changes to such information.

15 Data Protection

Introduction

- 15.1 The Parties acknowledge and agree that each Individual Contract will require the Processing of Personal Data by the Service Provider on behalf of members of the SEFE Group and that the relevant member of the SEFE Group:
- a) alone shall determine the purposes for which and the manner in which Personal Data will be Processed by the Service Provider on behalf of that member of the SEFE Group under each Individual Contract; and
 - b) shall be the Controller and the Service Provider shall be the relevant member of the SEFE Group's Processor in respect of all such Personal Data.
- 15.2 In respect of each Individual Contract, particulars of the Processing to be carried out by the Service Provider on behalf of the members of the SEFE Group under or in connection with the Individual Contract shall be as set out in the Individual Contract.

Processing obligations

- 15.3 Where, under or in connection with a Individual Contract, Service Provider Processes Personal Data on behalf of a member of the SEFE Group as its Processor, the Service Provider shall:
- a) comply with its obligations as a Processor under the Data Protection Laws to which the member of the SEFE Group and the Service Provider is subject;
 - b) Process the Personal Data only:
 - (i) on the written instructions of the member of the SEFE Group and to the extent reasonably necessary for the performance by the Service Provider of its obligations under the Individual Contract; or
 - (ii) as otherwise required by any law to which the Service Provider is subject, in which case the Service Provider shall inform the member of the SEFE Group of that legal requirement before Processing the Personal Data (unless that law, on important grounds of public interest, prohibits the Service Provider from informing the member of the SEFE Group);
 - c) immediately inform the member of the SEFE Group if, in its opinion, Processing the Personal Data in accordance with a written instruction received from the member of the SEFE Group or in the performance of its obligations under the Individual Contract infringes Data Protection Laws to which either the member of the SEFE Group or the Service Provider (in its capacity as a Processor) is subject;
 - d) not sell the Personal Data;
 - e) not disclose the Personal Data to any person except as required or permitted by the Individual Contract or with the member of the SEFE Group prior written consent;

- f) ensure that all persons authorised by the Service Provider to Process the Personal Data (including Service Provider Personnel):
 - (i) Process the Personal Data in accordance with the provisions of the Individual Contract and, in particular, this Clause 15; and
 - (ii) are under an appropriate contractual or other legal obligation to keep the Personal Data confidential;
- g) taking into account the state of the art, the nature, scope, context and purposes of the Processing and the risks to Data Subjects, implement the agreed appropriate technical and organisational measures to ensure the security of the Personal Data and prevent Personal Data Breaches. Details of implemented technical and organisational measures as at the Individual Contract Commencement Date are set out in the Individual Contract;
- h) not engage another Processor to Process the Personal Data on behalf of the member of the SEFE Group (Sub-processor) except with the member of the SEFE Group prior written consent. Details of authorised Sub-processors and the activities they are authorised to perform as at the Individual Contract Commencement Date are set out in the Individual Contract;
- i) prior to engaging a Sub-processor, enter into a written contract with the Sub-processor that imposes on the Sub-processor obligations that are substantially the same as, or more onerous than, the obligations imposed on the Service Provider under this Clause 15. The Service Provider shall remain fully liable and responsible for all acts and omissions of its Sub-processors and the acts and omissions of those employed or engaged by its Sub-processors as if they were its own. An obligation on the Service Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the Service Provider to procure that its employees, staff and agents (including Service Provider Personnel) and its Sub-processors' employees, staff and agents also do, or refrain from doing, such act or thing;
- j) where the Service Provider is processing Personal Data on behalf of a member of the SEFE Group established in the United Kingdom, not transfer or Process the Personal Data outside the United Kingdom, nor disclose the Personal Data to any party located outside the United Kingdom, except with the member of the SEFE Group prior written consent. Where such consent is given by the member of the SEFE Group, the Service Provider shall take such actions and enter into such written agreements as the member of the SEFE Group may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which the member of the SEFE Group is subject;
- k) where the Service Provider is processing Personal Data on behalf of a member of the SEFE Group established in the EEA, not transfer or Process the Personal Data outside the EEA, nor disclose the Personal Data to any party located outside the EEA, except with the member of the SEFE Group prior written consent. Where such consent is given by the member of the SEFE Group, the Service Provider shall take such actions and enter into such written agreements as the member of the SEFE Group may require in order to help ensure that such transfer, disclosure or Processing complies with the Data Protection Laws to which the member of the SEFE Group is subject;
- l) provide such assistance and co-operation as the member of the SEFE Group may reasonably require from time to time in relation to the Personal Data to help the member of the SEFE Group comply with its obligations under the Data Protection Laws to which it is subject, including its obligations in relation to: (i) keeping Personal

Data secure; (ii) dealing with Personal Data Breaches; (iii) carrying out data protection impact assessments; and (iv) dealing with requests from Data Subjects to exercise their legal rights in relation to their Personal Data. This shall include the Service Provider putting in place appropriate technical and organisational measures and entering into such other written agreements as may be required by the member of the SEFE Group from time to time to enable the member of the SEFE Group to comply with the Data Protection Laws to which it is subject;

- m) notify the member of the SEFE Group without undue delay after, and in any event within 48 hours of, becoming aware of a Personal Data Breach in respect of the Personal Data;
- n) at the member of the SEFE Group option, permanently and securely delete or return to the member of the SEFE Group all the Personal Data promptly on termination of the Individual Contract, and delete any existing copies of the Personal Data save to the extent that the Service Provider is required to retain copies of the Personal Data by any law to which the Service Provider is subject;
- o) make available to the member of the SEFE Group all information necessary to demonstrate its compliance with its obligations under this Clause 15 and allow for and contribute to audits, including inspections, conducted by the member of the SEFE Group or its representatives;
- p) Reasonably co-operate with and assist with the member of the SEFE Group dealings with Regulatory Authorities to the extent the same are connected to the processing of Personal Data under or in connection with the Individual Contract;
- q) Reasonably co-operate with and assist the data protection officer(s) appointed by the SEFE Group in connection with the processing of Personal Data under or in connection with the Individual Contract;
- r) not retain, Process, or disclose the Personal Data outside of the direct relationship between the Parties or for any commercial purpose other than the performance by the Service Provider of its obligations under the Individual Contract; and
- s) in the event the Service Provider intends on transferring its assets to a third party as part of a merger, acquisition, bankruptcy or other transaction in which a third party will assume control of all or part of the Personal Data, provide the member of the SEFE Group with prior written notice of such intention and shall ensure that the Personal Data is excluded from the Service Provider's assets for the purpose of any such merger, acquisition, bankruptcy, or other transaction.

International transfers of Personal Data

15.4 In respect of each Individual Contract:

- a) the locations from which the Service Provider shall Process Personal Data on behalf of the members of the SEFE Group under or in connection with the Individual Contract shall be set out in the Individual Contract; and
- b) SEFE, on behalf of the members of the SEFE Group, hereby gives its written consent to the Service Provider Processing Personal Data on their behalf under or in connection with the Individual Contract from those locations.

15.5 Where, in connection with an Individual Contract, the Service Provider Processes Personal Data on behalf of a member of the SEFE Group, established in the EU, United Kingdom, Singapore or Switzerland, as its Processor and such Processing would require restricted data transfers to the countries without an appropriate level of data protection, then the

Service Provider shall immediately complete the Data Processing Agreement based on Standard Contractual Clauses according to Schedule 4 (Data Protection) and send it to the Client for signature. The Service Provider may not transfer Data to countries outside the European Union before the Data Processing Agreement is signed by both Parties. The additional provisions set out in the Data Processing Agreement shall apply with the provision that:

- a) the member of the SEFE Group shall be the data exporter and the Service Provider shall be the data importer for the purposes of Schedule 4 (Data Protection);
- b) to the extent that there is any conflict or inconsistency between the provisions of Schedule 4 (Data Protection) and the other terms of the Agreement, the provisions of Schedule 4 (Data Protection) shall take precedence;
- c) the Service Provider shall comply, and SEFE shall procure that the member of the SEFE Group complies, with the provisions of Schedule 4 (Data Protection).

SEFE's role in relation to these data protection-related arrangements

15.6 SEFE is agreeing the provisions of this Clause 15 for the benefit of the SEFE Group. In relation to the Personal Data Service Provider Processes on behalf of a member of the SEFE Group as its Processor under an Individual Contract:

- a) SEFE will be acting as the agent of the member of the SEFE Group in respect of the provisions of this Clause 15;
- b) the Service Provider shall be entitled to rely upon any written instructions, authorisations, consents or approvals provided to it by SEFE in relation to such Processing; and
- c) the Service Provider shall be entitled to correspond and deal directly with, and notify, SEFE in relation to such Processing, rather than having to correspond and deal directly with, and notify, the member of the SEFE Group

15.7 Notwithstanding Clause 15.5, each member of the SEFE Group shall be entitled to correspond and deal directly with, and provide written instructions directly to, the Service Provider in relation to the Personal Data Service Provider Processes on behalf of it as its Processor in relation to each Individual Contract.

Personal Data Processed by the SEFE Group as Controller

15.8 The Service Provider acknowledges and understands that Personal Data relating to the Service Provider's employees, agents and contractors may be Processed by certain members of the SEFE Group in connection with this Agreement and each Individual Contract as a Controller in accordance to any applicable law and any express instructions from SEFE. SEFE informs the Service Provider that SEFE Group's Privacy Notice for Business Partners and any other privacy notices applicable to the Data Subject which are provided or made available to the Service Provider by SEFE from time to time shall apply to each such Data Subject whose Personal Data is processed by SEFE Group in connection with this Agreement and each Individual Contract.

16 Confidential Information

16.1 The Confidentiality Agreement concluded between the Service Provider and SEFE (Schedule 6) shall apply to the handling of Confidential Information, with the proviso that the obligations of the Confidentiality Agreement shall continue to apply to all Confidential Information disclosed to the other Party after the conclusion of this Framework Agreement

for a period of six years after the termination of this Framework Agreement and all Individual Contracts concluded with the Service Provider under this Framework Agreement, whichever is later. Clauses 11 to 15 of the Confidentiality Agreement shall not apply to any Confidential Information that becomes known to the Service Provider after conclusion of this Framework Agreement.

17 SEFE Systems

- 17.1 The provisions of this Clause 17 shall apply where, in respect of an Individual Contract, a member of the SEFE Group allows the Service Provider to access and use any part of the SEFE Systems (whether on-site at a SEFE Premises, remotely or through any other means) in connection with the performance of the Services.
- 17.2 Where, in respect of an Individual Contract, a member of the SEFE Group allows the Service Provider and/or any of the Service Provider Personnel to access and use any part of the SEFE Systems in connection with the performance of the Services, the Service Provider shall (and Service Provider shall ensure that the Service Provider Personnel shall):
- a) only access and use the SEFE Systems, and only access, use, remove, transfer, capture and/or duplicate any of SEFE's Data stored on or accessible through the SEFE Systems, for the sole purpose of performing the Services under and in accordance with the Individual Contract;
 - b) only access and use the SEFE Systems on the basis, and using the means agreed between the Parties from time to time;
 - c) comply with all reasonable and lawful instructions, policies, conditions and security requirements in relation to the access and use of the SEFE Systems as agreed in writing (which may be by email), including:
 - (i) any IT security or acceptable use policies in respect of the SEFE Systems; and
 - (ii) any licence terms applicable to the use of any third party software that SEFE makes available to the Service Provider, or which the Service Provider and/or Service Provider Personnel accesses or uses, in connection with its access and use of the SEFE Systems;
 - d) not access, or attempt to access, any part of the SEFE Systems which it is not authorised by SEFE to access;
 - e) not access, use, remove, transfer, capture or duplicate any SEFE's Data from the SEFE Systems without SEFE's prior written consent or as expressly permitted or required by the Individual Contract;
 - f) take reasonable steps not to introduce any Vulnerabilities or Viruses or other malicious software to the Deliverables nor SEFE Systems whether via the provision of the Service or otherwise; and ensure that all Deliverables will be tested for Viruses and Known Vulnerabilities and Latent Vulnerabilities before their delivery to SEFE, and the Service Provider will promptly Mitigate against any Vulnerabilities or Viruses present in any Deliverables which it detects, or should have detected, or which are notified to it; not do anything, or permit anything to be done, to damage, disable or disrupt the normal operation of the SEFE Systems or any of SEFE's Data stored in or accessible through the SEFE Systems; and
 - g) cease to access and use all or any part the SEFE Systems immediately on demand and, in any event, on termination of the Individual Contract.

- 17.3 In respect of each Individual Contract and save as expressly set out in the Individual Contract, the Service Provider shall not acquire any rights in or to the SEFE Systems under the Individual Contract.
- 17.4 The Service Provider shall not, unless agreed by SEFE in writing (either as part of an Individual Contract or otherwise), install or otherwise connect any hardware or software on or to the SEFE Systems.
- 17.5 The Service Provider shall only access and use, or otherwise do anything with or to, the SEFE Systems with SEFE's (or another member of the SEFE Group's) prior written permission (which permission may be given by email) and then only on the basis set out in this Clause 17.

18 Records

- 18.1 The Service Provider shall keep full, accurate and up to date records in relation to this Agreement and each Individual Contract as required by the applicable statutory provisions (Records), including (i) records of the Services performed for the SEFE Group under each Individual Contract; (ii) records of the Charges invoiced to Client under each Individual Contract and how the Charges have been calculated; and (iii) any records and information expressly set out in the Individual Contract. The Service Provider shall provide Client with a copy of such records promptly upon request in such format as may be reasonably required by Client.

19 Business Continuity

- 19.1 The Service Provider shall formulate, and shall have in place throughout the term of this Agreement and each Individual Contract, contingency, business continuity and disaster planning arrangements designed to minimise any interruption or disruption to the provision of the Services, including interruptions and disruptions caused by the loss, damage or destruction of any premises, equipment, systems, infrastructure or records that is appropriate in the context of its obligations under this Agreement (Business Continuity Plan).
- 19.2 The Service Provider shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its terms. The Service Provider shall provide a copy of the Business Continuity Plan to SEFE promptly upon request. The Service Provider shall maintain and test the Business Continuity Plan on a regular basis (no less than annually).
- 19.3 The Business Continuity Plan shall include arrangements to try to minimise the impact on the provision of the Services of any local or nationwide lockdowns or work from home mandates or advice imposed or issued in response to or in order to prevent or control the spread of viruses, infectious diseases and such like (such as the Coronavirus COVID-19).

COMPLIANCE

20 Compliance with Cybersecurity Requirements and SEFE Policies

- 20.1 In respect of this Agreement and each Individual Contract, the Service Provider shall comply, and shall procure that its employees, agents and sub-contractors comply, if and to the extent such are applicable to the Service Provider's organization, with all applicable legislation from time to time in force, including the Cybersecurity Requirements and agreed SEFE Policies.

The Service Provider shall report to SEFE any alleged or suspected violation as soon as reasonably practicable and shall use its reasonable endeavours to assist SEFE in rectifying any such non-compliance. Any material breach of this Clause 19 will be considered a material breach of the Agreement entitling SEFE to terminate the Agreement immediately without penalty or liability.

21 Sanctions

21.1 Each Party warrants and undertakes for its side that:

- a) neither SEFE nor Service Provider, nor any of their Affiliates, nor any of their personnel, is (i) a Restricted Person; (ii) is Controlled by, or Controls, a Restricted Person; or (iii) act on behalf, or for the benefit, of a Restricted Person;
- b) neither SEFE nor Service Provider, nor any of their Affiliates, nor any of the Service Provider Personnel, shall be located within a Sanctioned Country; and
- c) SEFE and Service Provider and each of its Affiliates shall comply with all Sanctions in connection with this Agreement.

22 Anti-bribery and modern slavery

22.1 Each Party in connection with this Agreement shall (i) comply with all laws relating to anti-bribery, anti-corruption and modern slavery and (ii) have and will maintain in place throughout the term of this Agreement and each Individual Contract adequate policies and procedures to help ensure its, and its associated persons', compliance with such laws and will enforce them where appropriate.

23 Criminal finances and tax evasion

23.1 Each Party shall in connection with this Agreement:

- a) not engage in any activity, practice or conduct which would constitute a violation of the applicable tax legislation;
- b) have and shall maintain in place throughout the term of this Agreement and each Individual Contract such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including respectively SEFE and Service Provider Personnel) and to ensure compliance with Clause 23.1(a);
- c) promptly report to the other Party any request or demand from a third party to facilitate the unlawful evasion of tax in connection with the performance of this Agreement and each Individual Contract; and
- d) within six months of the date of this Agreement, and annually thereafter for so long as this Agreement or any Individual Contract is in force, certify to the other Party in writing signed by an officer of the respective Party, compliance with this Clause 23 by the respective Party and all persons associated with it under Clause 23.2 the respective Party shall provide such supporting evidence of compliance as the other Party may reasonably request.

23.2 The Service Provider shall ensure that any third party associated with the Service Provider who is performing services in connection with this Agreement or any Individual Contract does so only on the basis of a written contract which imposes on and secures from such person terms substantially equivalent to those imposed on the Service Provider in this

Clause 23. The Service Provider shall be responsible for the observance and performance by such subcontractors of those terms and shall be directly liable to SEFE for any breach by such subcontractors of any of those terms.

CONTRACT MANAGEMENT

24 SEFE Representative and Service Provider Representative

- 24.1 In respect of each Individual Contract, the SEFE Representative and Service Provider Representative shall monitor the day-to-day progress and performance of the Parties' obligations under this Agreement, as well as having overall responsibility for monitoring the performance of the Services in respect of each Individual Contract. SEFE shall at all times fill the role of SEFE Representative and the Service Provider shall at all times fill the role of Service Provider Representative.
- 24.2 The SEFE Representative and Service Provider Representative shall act in good faith and shall meet once a quarter (and more regularly if required) and record all decisions in writing.

25 Governance

- 25.1 In respect of each Individual Contract, and in addition to the Representatives, the Parties shall implement an appropriate governance model in accordance with Schedule 9 in respect of the Services to ensure that the Services are properly and effectively managed and performed. The governance model for each Individual Contract shall be set out in the Individual Contract.

26 Contractual penalties

- 26.1 Unless otherwise stipulated in this contract, the provisions of this Clause 26 shall apply to all contractual penalties provided for in this Agreement and in an Individual Contract.
- 26.2 The Client's contractual claim for performance shall remain in force in addition to the claim for the accrued contractual penalty.
- 26.3 Unless otherwise agreed in the Individual Contract, the Service Provider shall be obliged to pay the Client a contractual penalty of 2 (two) percent of the net remuneration of the respective STA Deliverable for each week of exceeding the respective performance dates and/or deadlines agreed for such STA Deliverable in an Individual Contract. The net remuneration is determined – depending on the remuneration structure of the respective Individual Contract – (i) the expected net total price for the respective STA Deliverable, calculated on the basis of the order quantity(ies) estimated by the Client and the prices offered by the Service Provider for this, or (ii) the net fixed price for the respective STA Deliverable agreed in the Individual Contract.
- 26.4 Contractual penalties are due immediately after they are accrued.
- 26.5 The Client may assert the contractual penalty up to three months after it has been incurred. If a final payment is provided for in an Individual Contract, this shall apply with the proviso that the client may assert the contractual penalty at the latest by the time of the final payment. For clarification: Notwithstanding Section 341 (3) of the German Civil Code (BGB), the Client is not obliged to reserve the right to assert a contractual penalty upon acceptance of the

service. This also applies in the case of an agreed acceptance in accordance with Clause 30

- 26.6 A contractual penalty shall not accrue, if the Service Provider is not responsible for the action or omission relating to such contractual penalty.
- 26.7 The total amount of all contractual penalties payable by the Service Provider under this Agreement is limited to 5 (five) percent of the total remuneration. The total remuneration is defined as the expected net total remuneration of the Service Provider under all Individual Contracts agreed between the Service Provider and the Clients under this Framework Agreement calculated – depending on the remuneration structure of the Individual Contracts – (i) on the basis of the order quantity(ies) estimated by the Client and the prices offered by the Service Provider for these, or (ii) the total net remuneration (e.g. fixed price)). If the remuneration actually invoiced by the Service Provider under this Framework Agreement exceeds the total remuneration expected in accordance with sentence 2, the remuneration invoiced by the Service Provider at the respective time shall be deemed to be the total remuneration. The 5% limit is calculated on the basis of the total remuneration at the time of the most recent accrual of a contractual penalty.
- 26.8 Claims for damages by the client that exceed the accrued contractual penalty or penalties remain unaffected.

27 Resolution of disputes

- 27.1 All disputes relating to this Agreement and/or any Individual Contract shall be referred to the SEFE Representative and Service Provider Representative (together, Representatives) for resolution. The Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.
- 27.2 If a dispute is not resolved within seven days of the dispute being referred to the Representatives for resolution in accordance with Clause 27.1, then the dispute shall be referred to SEFE's General Counsel (or such other person as may be appointed by SEFE) and the Managing Director of the Service Provider responsible for the SEFE account (together, Senior Representatives). The Senior Representatives shall meet to resolve the dispute as soon as reasonably practicable after referral and in any event within seven days of such referral.
- 27.3 If a dispute is not resolved within 35 days of the dispute first being referred to the Representatives for resolution under Clause 27.1 then the Parties shall be entitled to commence arbitral proceedings in connection with the dispute or to settle the dispute through any other alternative dispute resolution procedure that the Parties may agree in relation to the dispute.
- 27.4 The performance of the respective Parties' obligations under this Agreement and each Individual Contract shall not cease or be delayed by this dispute resolution procedure and each Party shall continue to fulfil its obligations under this Agreement and each Individual Contract, unless the Party is entitled to withhold or suspend performance based on the applicable statutory provisions.
- 27.5 The existence of a dispute and all negotiations connected with such dispute shall at all times be and remain confidential.
- 27.6 Nothing in this Clause 27 shall prevent either Party at any time from applying for a temporary injunction (einstweilige Verfügung).

28 Client's instructions and changes to Individual Contracts

Instructions

- 28.1 The Client is entitled to issue instructions to the Service Provider during the performance of the contractual services. Instructions shall be issued by the Client's Representative.
- 28.1.1 The Service Provider is not entitled to carry out any instructions from other persons of the Client.
- 28.1.2 The Client shall issue any instructions exclusively to the Service Provider's Representative and not to the employees employed by the Service Provider to perform the services.
- 28.1.3 The Service Provider shall inform the Client immediately and before implementing an instruction if the implementation of the instruction – either individually or collectively –
- a) is not appropriate, in particular if it jeopardises the proper and/or timely provision of the services,
 - b) causes significant difficulties,
 - c) involves an expense that exceeds the expense expected by the Client and/or is disproportionate in comparison to the advantages of the instruction
- 28.1.4 In the cases referred to in Clause 28.1, the Service Provider shall enable the Client to review and, if necessary, correct the instruction before it is implemented.
- 28.1.5 If the instruction cannot be implemented without separate remuneration, additional expenses incurred as a result of the instruction shall be remunerated in accordance with the rates agreed for this purpose within the framework of the respective Individual Contract. The Service Provider shall inform the Client immediately and before implementing an instruction if, in its opinion, the implementation of an instruction will result in additional expenditure that is to be remunerated separately by the Client. The Service Provider may only demand remuneration for the additional expenditure if Client has agreed to this in writing.

28.2 Change Procedure

- 28.2.1 SEFE (with regard to the Framework Agreement) and the Clients (with regard to their respective Individual Contracts) have the right to demand, and Service Provider has the right to propose, changes to this contract, in particular to the performance requirements and the estimated order volume, if one or more of the following cases apply:
- a) in any cases regulated in an Individual Contract,
 - b) in the event of a change in the relevant applicable law, official or expert specifications, or technical regulations, including measures agreed upon by mutual consent to avoid changed official or expert specifications,
 - c) in the event of an increase in the estimated order volume: if this is necessary to ensure that the services can be performed properly.
- 28.2.2 Any Change to this Framework Agreement or any Individual Contract shall be subject to the Change Control Procedures
- 28.2.3 The Service Provider must agree to a change without delay, unless the Change is unreasonable for them and/or beyond their capabilities

- 28.2.4 If the Change requested by the Client results in a more than insignificant change to the basis for remuneration for the original contractual service, the Parties shall agree on an appropriate adjustment to the remuneration for the contractual services affected, taking into account the additional and/or reduced costs in accordance with the remuneration structure and the calculation basis of the respective Individual Contract.
- 28.2.5 The Service Provider shall inform the Client immediately, at the latest upon giving its consent, if it claims an adjustment of the remuneration due to the Client's request for change. In this case, the Service Provider shall specifically explain to the Client its additional and/or reduced costs due to the change in accordance with the remuneration structure of the respective Individual Contract. If the Client requests a significant change to the respective Individual Contract and the remuneration structure of the Individual Contract is no longer appropriate, the Parties shall agree on a different adjustment to the remuneration. Any adjustment to the remuneration shall only take effect if the Client has agreed to it in writing via the Change Control Procedures.
- 28.2.6 Statutory rights to make changes and adjustments remain unaffected by this Clause 28.2. For clarification: specifications of services, in particular through instructions pursuant to Clause 28.1, are not subject to this Clause 28.2.
- 28.2.7 Any discussions which may take place between SEFE or a Client and the Service Provider in connection with a request or recommendation, but before the Change is made in accordance with Clause 28, shall be on a subject to contract basis. Prior to the Change being fully agreed and a Change Control Note being issued and signed by each Party in a legally binding way, the Framework Agreement or respectively the Individual Contract to which the Change relates shall be continued to be performed as agreed without consideration of the Change unless otherwise agreed in writing between the Parties.

WARRANTIES, REMEDIES AND LIABILITIES

29 Warranties and undertakings

- 29.1 Each Party warrants and undertakes to the other Party that:
- a) it has the power and is duly authorised to enter into, perform and comply with its obligations under this Agreement and each Individual Contract;
 - b) this Agreement and each Individual Contract is executed by one of its authorised representatives; and
 - c) its entry into this Agreement and each Individual Contract and its performance of and compliance with its obligations under them do not and will not violate any restriction imposed by: (i) any law or regulation to which it is subject; (ii) its memorandum or articles of association; or (iii) any agreement to which it is a party.
- 29.2 The Service Provider warrants and undertakes to SEFE that:
- a) it has obtained and undertakes that it shall maintain for the duration of this Agreement all requisite regulatory and supervisory consents, licences, registrations and approvals necessary for it to carry out its obligations under this Agreement;
 - b) in respect of each Individual Contract:
 - c) it has obtained and undertakes that it shall maintain for the duration of the Individual Contract all requisite regulatory and supervisory consents, licences, registrations and approvals necessary for it to perform the Services and carry out its obligations under the Individual Contract;

- d) it has the right to assign to Client the Intellectual Property Rights referred to in Clause 9.1 (including the Intellectual Property Rights subsisting in any Deliverables); and
- e) the provision of the Services (including the Deliverables) and the receipt and use of the same by the SEFE Group will not infringe, or constitute the unauthorised use or disclosure of, any rights (including any Intellectual Property Rights) owned by, or licensed to, any third party.
- f) it shall not make any statement orally or in writing, publicly or privately or do any act or otherwise conduct itself in such a manner as will or may in the reasonable opinion of SEFE disparage SEFE or any member of the SEFE Group.

STA Deliverables Subject to Acceptance and Warranty

30 Acceptance Procedure for Non-Software STA Deliverables

30.1 STA Deliverables not comprising software development, software implementation or systems integration services ("Non-Software STA Deliverables") shall be delivered by the Service Provider to Client after their completion in accordance with the agreed specifications ("Acceptance Criteria"). Unless otherwise agreed, Client shall accept all Non-Software STA Deliverables within fifteen (15) calendar days from delivery, provided that the Non-Software STA Deliverable does not show Defect (as defined below). In the event of any Defect, Client shall provide Service Provider with a list of Defects within the aforementioned time period. Acceptance may not be refused on the basis of any immaterial non-conformity with the Acceptance Criteria as defined by 'Defect Category 3' below.

30.2 Acceptance Procedure for Software STA Deliverables:

30.2.1 For STA Deliverables comprising software development, software implementation or systems integration ("Software STA Deliverables") Client or Service Provider, as agreed in the Individual Contract shall commence with the acceptance test procedure including acceptance criteria specified in the respective Individual Contract ("Acceptance Test Procedure") not later than twenty (20) calendar days from written notification by Service Provider that the Software STA Deliverables are ready for acceptance, unless otherwise agreed between the Parties. If such Acceptance Test Procedure has not been incorporated into the Individual Contract, promptly after the Individual Contract Commencement Date, the Parties shall agree on an acceptance test procedure including acceptance criteria on the basis of the services specified in the respective Individual Contract, as well as on the timing and duration of acceptance tests. Service Provider shall as part of the Acceptance Test Procedure, in agreement with Client, define the applicable test cycles and conditions, and prepare a test model describing the test data, test cases and anticipated test results. The completeness and accuracy of test cases, test data and anticipated test results shall be confirmed by Client. Service Provider shall have the right to attend the acceptance test and review the results thereof. The results of the acceptance test shall be recorded in an acceptance protocol, which shall document any non-conformities with the agreed specifications set forth in the respective Individual Contract. The Software STA Deliverables shall be deemed to have been accepted if the Client has taken the Software STA Deliverables into production.

30.2.2 Defect categories for acceptance of Software STA Deliverables are as follows ("Defect Categories"):

Defect Category 1 ("Serious Defects"):

- a) Defects that render use of the Software STA Deliverables as a whole, or any separate and distinct part thereof, impossible or limit use to such an extent that use

of the Software Deliverable for day-to-day business is either impossible or is possible only at unreasonable expense, unless Client is able to circumvent the problem for a reasonable time period. Defects in Defect Category 1 shall also include the simultaneous presence of multiple Defects in Defect Categories 2 and/or 3, which, collectively, are shown to limit use of the Software STA Deliverables to the same extent as a non-conformity in Defect Category 1. Defects in Defect Category 1 may, for example, involve frequent system crashes that are unforeseeable or unavoidable, serious damage to databases or data sets, or problems requiring unreasonable additional manual effort.

Defect Category 2 ("Material Defects")

- b) Defects that have a material effect on the agreed use of the Software STA Deliverables for day-to-day business, as a result of which use of the Software STA Deliverables for day-to-day business requires substantial additional effort, but operation or use of the Works is not impossible altogether within the meaning of the definition for Defect Category 1. Defects in Defect Category 2 may, for example, involve applications that generate results with the wrong contents, data fields that are not validated or are used differently than agreed, or Defects in reports.

Defect Category 3 ("Immaterial Defects")

- c) Defects that have no material effect on functionality or operation (and, if agreed, the ability to maintain or continue to develop) the Software STA Deliverables. Defects in Defect Category 3 may, for example, involve orthographic, semantic or syntactic Defects or minor inaccuracies within the Software STA Deliverables, which result in only negligible additional efforts for the user when using the Software STA Deliverables for the agreed purpose.

- 30.2.3 The Parties shall assign any Defects documented in the acceptance protocol to the abovementioned Defect Categories by mutual agreement.
- 30.2.4 If not otherwise agreed between the Parties, if the acceptance test reveals any Serious Defects, Material Defects and/or Immaterial Defects, Client may refuse acceptance until
 - a) such Serious and/or Material Defects have been remedied by the Service Provider; and/or
 - b) where applicable, the number of Immaterial Defects is lower than the agreed Immaterial Defects threshold agreed by the Parties within the respective Individual Contract
- 30.2.5 After a Serious and/or Material Defect has been remedied, Client or Service Provider shall, for purposes of testing the functionality of the Software STA Deliverables, promptly repeat the part of the test cycle that generated the Defect as Serious Defect and document the test results. The test cycle must be selected by the Service Provider in such a manner that any Defects resulting from remedy of the Defect can be ruled out.

Sign-Offs of Interim STA Deliverables

- 30.2.6 The Parties may develop mutually acceptable objective sign-off criteria and procedures ("Clearance") for certain parts or components forming an integral part of a Deliverable ("Interim Deliverable") such Clearances to be set-out in detail and referred to in the respective Individual Contracts. The purpose of a Clearance is to identify and address issues relating to the Deliverable early and to assist in the timely completion of each Deliverable. If Client expresses concerns regarding the quality and level of completion of the STA Deliverables, the Parties will cooperate to establish a mutually acceptable resolution of these issues as soon as practicable. Compliance with such procedures with respect to any Interim

Deliverable will not constitute acceptance of the Deliverable but will constitute acceptance of the Interim Deliverable to which the Clearance relates ("*Teilabnahme*");

31 Warranty

- 31.1 The Service Provider warrants ("gewährleistet") that any STA Deliverable will, during the 24 months following the acceptance of the STA Deliverable in accordance with Clause 30 above ("Warranty Period"), conforms with the applicable written specifications set out in the respective Individual Contract ("Acceptance Criteria") and shall be free of third-party rights restricting the proper use of the Deliverable by SEFE for its own business purpose as specified in the respective Individual Contract (collectively "Defect(s)").
- 31.2 Client will notify the Service Provider in writing of any Defect during the Warranty Period and will provide the Service Provider with adequate information to identify the circumstances in which such Defects were discovered.
- 31.3 The Service Provider, at its own cost, will remedy any Defects by methods and means of its own choice. Remedies also include any reasonable workarounds provided they result in a permanent solution made available by the Service Provider to Client. The Service Provider will provide such corrections at no charge to Client. Client will provide to the Service Provider access, in a timely manner, to any technical support, facilities, hardware, software or information in Client's possession necessary for the Service Provider to analyse and remedy the Defect. Service Provider will correct such Defects as soon as reasonably practicable and furnish Client with a revised or updated Deliverable reflecting any corrections made pursuant to this Section.
- 31.4 If the Service Provider's third attempt to remedy a Defect has failed, Client shall have the statutory warranty rights pursuant to Section 634 et seq of the German Civil Code.
- 31.5 Notwithstanding the foregoing, the Service Provider shall not be held liable for (i) any defective work product delivered by Client or any other contractors of Client, (ii) any act or omission of Client, (iii) any person (other than the Service Provider or any person under the express direction of the Service Provider) making any revisions or modifications to the Deliverable after its provision to Client, (iv) the malfunction of any Client-supplied software or equipment or (v) Client operation of the Deliverable other than in accordance with applicable documentation or design, or on hardware not recommended by Service Provider, unless Client can demonstrate that the Defect was not caused by such occasion.
- 31.6 Limitations of liability shall not apply in the event the Service Provider has fraudulently concealed a Defect or the Defect is covered by a guarantee granted by the Service Provider in terms of Section 639 of the German Civil Code. The same applies in the event of the Service Provider's wilful misconduct or gross negligence.

32 Personal injury and property indemnity

- 32.1 The Service Provider shall indemnify SEFE against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages incurred or suffered by the SEFE Group arising from or in connection with any death, personal injury or loss of or damage to property:

- a) caused by any default of the Service Provider or any the Service Provider Personnel in connection with the performance or purported performance of this Agreement and/or any Individual Contract;
- b) caused by any fraud or wilful default by the Service Provider, its employees or sub-contractors; or
- c) any negligent breach by the Service Provider of its obligations under this Agreement and/or any Individual Contract, which causes SEFE or SEFE Affiliates to breach any Cybersecurity Requirements. This indemnity applies only where such breach is the direct and foreseeable cause of SEFE's loss; regulatory fines are indemnified only to the extent attributable to the Service Provider's fault.

33 Liability and Indemnity

33.1 Nothing in this Agreement or any Individual Contract shall exclude or limit a Party's liability for:

- a) for death or personal injury;
- b) for intent or gross negligence;
- c) for any other liability that cannot be limited or excluded by law;
- d) under Clauses 8.3, 8.4,9,15 in conjunction with any Data Processing Agreement between the Parties, 16, and 32; and
- e) under any provisions of an Individual Contract that are expressly stated to fall outside of the limitations and exclusions of liability set out in this Clause 33.

For the avoidance of doubt, data subjects' rights under Art. 82 GDPR remain unaffected.

33.2 Subject to Clause 33.1, neither Party shall be liable for atypical indirect or consequential losses including loss of profit, loss of production, loss of use, business interruption or loss of goodwill. This shall not apply to losses resulting from a breach of Material Contractual Obligations. In the event of a breach of such Material Contractual Obligations caused by simple negligence, liability is limited to the typical, foreseeable loss.

33.3 Subject to Clause 33.1, the Service Provider's aggregate liability towards SEFE per Contractual Year and per Individual Contract, regardless of the legal basis (contract, tort including negligence, statutory liability, pre-contractual liability, misrepresentation or otherwise), shall be limited to the higher of either:

- a) 200% of the fees paid or payable for the Services in the respective Contractual Year under the respective Individual Contract, or
- b) EUR 1,000,000.

33.4 In case of a breach of Material Contractual Obligations by simple negligence, this cap operates as a limitation to the typical, foreseeable loss. Multiple loss events within a Contractual Year shall be aggregated for the purpose of this cap.

33.5 Subject to Clause 33.1, SEFE's aggregate liability towards the Service Provider per Individual Contract and Contractual Year, regardless of the legal basis (contract, tort including negligence, statutory liability, pre-contractual liability, misrepresentation or otherwise), shall be limited to the fees paid or payable for the Services in the respective Contractual Year under the respective Individual Contract. In case of a breach of Material

Contractual Obligations by simple negligence, this limitation operates as a cap to the typical, foreseeable loss. Multiple loss events within a Contractual Year shall be aggregated.

- 33.6 Unless expressly stated otherwise in this Agreement, all contractual remedies are cumulative and may be exercised concurrently or separately and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

34 Insurance

- 34.1 The Service Provider shall effect and maintain during the term of this Agreement and each Individual Contract for a period of one year after the contract terminates, adequate public liability, professional indemnity and product liability insurance cover with a reputable insurer to cover the Service Provider's potential liability to SEFE under the terms and conditions of this Agreement and provide SEFE with copies of the relevant insurance policies upon its request.
- 34.2 Where the Service Provider's insurance does not cover Sub-Contractor(s), the Service Provider shall at no additional expense to SEFE, maintain the required insurance and procure that its Sub-Contractor (s) has suitable insurance to the levels required pursuant to this clause.
- 34.3 The Service Provider shall obtain from its insurers a waiver of all rights of subrogation against SEFE endorsed upon all such policies.

TERM AND TERMINATION

35 Term of this Framework Agreement and each Individual Contract

- 35.1 This Framework Agreement shall commence upon receipt of the letter from the Client confirming the award of the contract to the Client.
- 35.2 This Framework Agreement shall remain in force for a period of four years. Subject to extension in accordance with Clause 35.3, this Framework Agreement shall automatically expire at the end of this term without the need for termination.
- 35.3 The Client is entitled to extend this Framework Agreement by one year by notifying all Framework Agreement Partners in writing no later than two months before its expiry.
- 35.4 The commencement and term of an Individual Contract shall be determined in accordance with its respective provisions. For clarification: The term of Individual Contracts is not limited by the term of this Framework Agreement in accordance with Clauses 35.2 and 35.3.

36 Termination of Framework Agreement

- 36.1 The Service Provider may only terminate this Framework Agreement for good cause. SEFE is entitled to terminate this Framework Agreement at any time with one month's notice to the end of the month, i.e. without having to give good cause.
- 36.2 Notwithstanding the legal rights of both Parties to terminate for good cause, SEFE is entitled to terminate this Framework Agreement with the Service Provider in whole or in part without notice if one or more of the following reasons apply:

- a) SEFE can no longer be expected to continue the contractual relationship with the Service Provider due to material breaches of contract by the Service Provider,
- b) the Service Provider repeatedly and/or seriously violates the provisions of this Framework Agreement, unless it is not responsible for this,
- c) a Client has terminated one or more Individual Contracts with the Service Provider for good cause,
- d) the Service Provider is subject to one or more reasons for exclusion pursuant to Sections 123 et seq. GWB (German Act against Restraints of Competition)
- e) SEFE is prohibited from continuing to perform the Agreement with the Service Provider pursuant to Art. 5k of Regulation (EU) No. 833/2024,
- f) export control law precludes the performance of the Agreement, in particular if a required licence is not granted and/or sanctioned persons are involved in the performance of the Agreement,
- g) due to the termination of the framework agreement with one or more other Framework Agreement Partners, the Service Provider remains the sole supplier under this framework agreement.
- h) Instead of terminating the Framework Agreement in accordance with Clause 36.2 SEFE may exclude the Service Provider from the award of Individual Contracts under this Framework Agreement for a reasonable period of time.

36.3 Instead of terminating the Framework Agreement in accordance with Clause 36.2, SEFE may exclude the Service Provider from the award of Individual Contracts under this Framework Agreement for a reasonable period of time.

36.4 The notice of termination must be in writing.

36.5 Unless the notice of termination expressly refers to one or more Individual Contracts, Individual Contracts that has already awarded to the Service Provider under this Framework Agreement but that has not been fulfilled in its entirety by Service Provider as at the date of such termination shall remain unaffected by the termination of the Framework Agreement. The terms of the Framework Agreement shall continue to apply to the Individual Contracts.

36.6 Other statutory and contractual rights and claims of the Client shall remain unaffected by termination of the Framework Agreement

37 Termination of Individual Contract

37.1 The Service Provider may only terminate an Individual Contract for good cause. The Client is entitled to terminate an Individual Contract at any time with two weeks' notice to the end of the month, i.e. without having to give good cause.

37.2 The provisions of Clauses 36.2 (with the exception of Clause 36.2 (c) and (g), 36.4, 36.6 and 36.7 of this Framework Agreement shall apply mutatis mutandis to Individual Contracts.

38 Loss of status as a client within the meaning of the GWB (German Act against Restraints of Competition)

- 38.1 Notwithstanding their statutory and contractual termination rights, the Clients shall be entitled, either individually or jointly, in the event of loss of status as a client within the meaning of Section 98 GWB (German Act against Restraints of Competition)
- a) to award further Individual Contracts under this Framework Agreement in a procedure deviating from Clause 3;
 - b) to demand an amendment to other provisions of this Agreement that are based on the status as a client within the meaning of Section 98 (GWB German Act against Restraints of Competition).
- 38.2 If one or more Clients wish to exercise their right under Clause 38.1 (a), they shall notify the Framework Agreement Partners in writing. They shall inform the Framework Agreement Partners in writing of the procedure for awarding further Individual Contracts.
- 38.3 Clause 28.2.2 to 28.2.5 shall apply mutatis mutandis in the event of a request for amendment pursuant to Clause 38.2.

39 Effects of Termination

- 39.1 The termination of this Framework Agreement or an Individual Contract shall not prejudice or affect any right of action or remedy which shall have accrued up to the date of termination.
- 39.2 The termination of an Individual Contract shall not operate to terminate any other Individual Contract or this Framework Agreement
- 39.3 The Parties shall not enter into any new Individual Contracts under this Framework Agreement following the date of termination of this Framework Agreement.
- 39.4 If, in respect of an Individual Contract, SEFE has given a Termination Notice in accordance with the provisions of the Individual Contract then the Service Provider shall continue to be under an obligation to provide the Services in accordance with the terms and conditions of the Individual Contract until the date of termination set out in the termination notice.
- 39.5 In respect of each Individual Contract, the Service Provider shall, with effect from the earlier of (i) the date that either Party gives notice to terminate the Individual Contract (in whole or in part); and (ii) three months prior to the expiry of the Individual Contract, at its own cost co-operate with, and (at SEFE's request) provide reasonable assistance to, SEFE to ensure an orderly migration of any of the activities or services comprising the Services to any member of the SEFE Group and/or a Replacement Contractor. In particular, the Service Provider shall, as part of such assistance:
- a) work together with SEFE to agree and implement a detailed exit management plan (as further defined in Schedule 8) to achieve an orderly transition of the Services and minimise any material disruption to the business of the SEFE Group during, and as a result of, the transition;
 - b) to be agreed in further detail, explain the procedures and operations used by the Service Provider to provide the Services and any other relevant standards and procedures to SEFE and/or a Replacement Contractor;
 - c) promptly provide to SEFE such Records as may be requested by SEFE, including:
 - (i) with respect to work in progress, full information in relation to the current status of that work; and

- (ii) any other necessary technical or operational information reasonably required by SEFE and/or the replacement provider to take over the provision of the Services; and
 - d) execute and do or procure to be executed or done all other documents, acts and things as SEFE may reasonably require to give effect to the transition of the Services from the Service Provider to any member of the SEFE Group and/or a Replacement Contractor.
- 39.6 Clauses 1, 3.4, 5.1, 6.2(c), 6.3, 6.4(b), 8, 9, 11, 12, 13, 15, 16, 17, 27, 30, 31, 32, 33, 34, 38 to 47 (inclusive) of this Agreement and any Data Processing Agreement signed by the Parties shall survive termination of this Agreement and/or any Individual Contract and shall continue to apply without time limitation, as shall any other provision which by its nature is intended to survive termination, unless statutory or contractual obligations dictate otherwise.

MISCELLANEOUS

40 Force Majeure

- 40.1 To the extent either Party is prevented from or delayed in, performance of any obligation under this Framework Agreement or any Individual Contract by a Force Majeure Event, that Party shall promptly give notice to the other Party, with reference to this clause, of the Force Majeure Event clearly stating the obligation that is prevented or delayed from performing and giving its reasonable estimate of the duration of the prevention or delay.
- 40.2 In the event of a Force Majeure Event:
- a) The Parties are excused from the performance, or the timely performance as the case may be, of impacted obligations under this Agreement for so long as the circumstances giving rise to the prevention or delay may continue;
 - b) Each Party shall bear its own costs arising from and attributable to the Force Majeure Event and;
 - c) the Client and the Service Provider shall promptly agree on a course of action.
- 40.3 If the Service Provider suffers a delay as a result of a Force Majeure Event, it has the right to claim an adjustment to the delivery date, in accordance with Clause 28 but may not claim any adjustment to the Framework Agreement or the Individual Contract(s).

41 Assignment and sub-contracting

- 41.1 The Service Provider shall not sub-contract the performance of any of its obligations under this Agreement or any Individual Contract without SEFE's prior written consent.
- 41.2 Where the Service Provider sub-contracts any of its obligations under this Agreement or an Individual Contract it shall do so under a written contract that requires the sub-contractor to substantially meet the standards of the Service Provider under this Agreement or the Individual Contract (as applicable) and that ensures SEFE and SEFE Affiliates are not prevented from enforcing its rights under this Agreement or any Individual Contract as a result of the Service Provider sub-contracting the performance of some or all of its

obligations to the proposed sub-contractor. The Service Provider shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by its sub-contractors as if they were its own. An obligation on the Service Provider to do, or to refrain from doing, any act or thing shall include an obligation upon the Service Provider to procure that its employees, staff, agents and its sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

- 41.3 The Service Provider shall not assign, novate or otherwise dispose of or create any trust or pledge in relation to any or all of its rights and obligations under this Agreement or any Individual Contract without the prior written consent of SEFE.
- 41.4 SEFE and any Client may assign, novate or otherwise dispose of any or all of its rights and obligations under this Agreement and/or any Individual Contract to any member of the SEFE Group without the consent of the Service Provider.

42 Third party rights

- 42.1 The provisions of Clause 15 and Schedule 4 (Data protection) may be enforced by any other member of the SEFE Group subject to and in accordance with the provisions of this Agreement.
- 42.2 Notwithstanding Clause 42.1, the rights of the Parties to terminate or rescind this Agreement or any Individual Contract are not subject to the consent of any other person.
- 42.3 SEFE may enforce any term of this Agreement or any Individual Contract on behalf of any other member of the SEFE Group and SEFE shall be entitled to commence proceedings against the Service Provider in respect of any loss suffered by any other member of the SEFE Group as a result of the Service Provider's or any Affiliates of the Service Provider default. In those circumstances, the Service Provider shall be liable under and in accordance with the terms of this Agreement or the relevant Individual Contract, as applicable, to the same extent as if any loss or damage suffered by another member of the SEFE Group had, instead, been suffered by SEFE itself.

43 Relationship

- 43.1 Neither this Agreement nor any Individual Contract shall be construed as giving rise to the relationship of principal and agent (save as otherwise expressly provided therein) or partnership or joint venture.

44 Severability Clause

- 44.1 If any provision of this Agreement or any Individual Contract or the application thereof to any Party or circumstance shall be or become void, illegal or unenforceable, the remainder of this Agreement and each Individual Contract shall be valid and enforceable to the extent permitted by applicable law. In such event, the Parties shall use their reasonable endeavours to replace the invalid or unenforceable provision by a provision that, to the extent permitted by applicable law, comes as close as possible to the content and purpose of the provisions concerned. Should any provisions of this Agreement be incomplete, sentences 1 and 2 shall apply accordingly, with the proviso that the Parties shall agree on provisions to fill the gaps that come as close as possible to the content and purpose of the Agreement.

45 Waiver of compliance

- 45.1 Any waiver of legal positions by the Client requires an express written declaration to the Service Provider.

46 Notices

- 46.1 All notices served under this Agreement or an Individual Contract shall be in writing, in English and shall be sent to the respective Parties at the following addresses, or to such other addresses as maybe designated by the Parties in writing from time to time in accordance with this Clause 46, by email or by registered mail, postage prepaid, or by express courier service or service fee prepaid.

To SEFE: SVP of Procurement

Alison Webb, SEFE Marketing and Trading Limited,
20 Triton Street, London NW1 3BF, Alison.webb@sefe.eu

And cumulative

Technical Leader Procurement SEFE

Gordon Knowles, SEFE Marketing and Trading Limited,
20 Triton Street, London NW1 3BF, gordon.knowles@sefe.eu

To Service Provider: as provided in the bidding documents

- 46.2 All notices shall be deemed received (i) if given by hand, immediately, (ii) if given by registered mail, the fifth day following posting, (iii) if given by express courier service, the fifth day following dispatch.
- 46.3 Insofar as this Agreement refers to text form, the requirements of Section 126b of the German Civil Code (BGB) in the version applicable at the time of the award of this framework agreement shall apply.

47 Law and jurisdiction

- 47.1 This Agreement and each Individual Contract and any dispute or claim arising out of or in connection with the same or their subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Germany. The UN Convention on Contracts for the International Sale of Goods dated 11 April 1980 (CISG) and German International Private Law do not apply.
- 47.2 The Parties will take all necessary steps to settle any disputes amicably, as described in clause 27 above. If, contrary to expectations, this should not succeed, all disputes arising in connection with this Agreement and all Individual-Contracts or about their validity shall be finally settled in accordance with the arbitration rules of the German Institution for Arbitration (DIS) without recourse to the ordinary courts of law. Place of arbitration shall be Berlin, Germany.
- 47.3 The number of arbitrators is three (3), one of which will hold the chair. The language of the arbitration proceedings is English.

The following Schedules shall form an integral part of the Agreement:

Schedule 1: Charges

Schedule 2: SEFE Policies (Code of Ethics and Business Conduct)

Schedule 3: Service Provider Security Measures

Schedule 4: Data Protection

Schedule 5: Insurance Broker Certificate

Schedule 6: Confidentiality Agreement

Schedule 7: Change Control

Schedule 8: Exit Management

Schedule 9: Governance

Schedule 10: Service Description