



General Terms and Conditions of Purchase

Release October 30th, 2019

1. Applicability

- 1.1. Orders, assignments and other agreements ("**Purchase Orders**") of Fidelity Information Services GmbH and Fidelity Information Services Operations GmbH ("**FIS**") shall be subject exclusively to the following General Terms and Conditions of Purchase ("**Purchase Conditions**"). These shall apply to all Deliveries and Services from the seller, Supplier and service provider ("**Supplier**") ordered by FIS under or in connection with purchase, work and service agreements, in particular to all goods and work Deliveries ("**Deliveries**") as well as to the production and processing of works and the provision of consulting, training, maintenance and other Services (collectively "**Services**").
- 1.2. Different terms and conditions of the Supplier, especially general terms and conditions of the Supplier, will not form part of the agreement, regardless of whether they have been expressly rejected by FIS or not, unless they have been expressly confirmed in writing by FIS. The unopposed acceptance or unconditional payment of Deliveries and Services does not constitute consent to the validity of different terms and conditions of the Supplier.

2. Order and Order Confirmation, change in performance

- 2.1 Orders by FIS must be made in writing in order to be effective.
- 2.2 Unless otherwise agreed, orders from FIS must be accepted by the Supplier within two weeks ("**Order Confirmation**"). Afterwards FIS shall no longer be bound to the respective order and shall be entitled to withdraw from the agreement.
- 2.3 Deviations, changes or additions to the order made by the Order Confirmation shall only become part of the agreement if they are confirmed in writing by FIS.
- 2.4 After conclusion of the agreement FIS may demand reasonable changes with regard to the agreed delivery or service from the Supplier until the agreed delivery or service has been rendered in full. The Supplier is obliged to review any change request by FIS without delay. If the Supplier is of the opinion that the change request made by FIS is erroneous, incomplete, ambiguous or non-executable, he shall immediately notify it recognisable consequences to FIS in writing and shall give FIS the opportunity to improve or confirm the change request ("**Complaint**"). Otherwise, the Supplier shall inform FIS within ten working days of receipt of the change request possible effects of the desired changes on the schedule, the payment and/or other contractual conditions. In the event of a Complaint about the original change request by the Supplier, the period shall run correspondingly from receipt of an improvement proposal or a confirmation of the original change request by FIS. If FIS decides to carry out the change, the parties shall with an amicably agreement arrange an appropriate adjustment of the delivery and/or service conditions agreed in the order, in particular with regard to any additional or reduced costs as well as any postponement of the delivery or service times.
- 2.5 If the Supplier recognizes that the delivery implementation or service changes or extension of delivery and service turn out to be necessary, the Supplier shall immediately inform FIS in writing. Changes or extensions to the scope of delivery or service require the prior written approval from FIS in order to become effective.

3. Delivery, service performance, risk transfer

- 3.1 Unless expressly otherwise agreed, Deliveries by the Supplier shall be made DPP (Incoterms 2020) to the shipping address specified by FIS. The risk shall pass to FIS at the time of delivery at the place of destination. Partial Deliveries and partial Services shall not be permitted without the prior written approval of FIS.
- 3.2 In the case of Services to be performed by the Supplier as well as in the case of Deliveries involving the assembly of the goods at the place of use, an acceptance shall take place in accordance with the provisions of section 8. In those cases, the risk passes to FIS at the moment of the written acceptance. The preceding paragraph does not apply insofar the acceptance is excluded by the nature and quality of the Services. In this case, the time of proof of complete performance of the service shall take the place of acceptance.

4. Dates and deadlines, delay

- 4.1 The dates or deadlines specified in the order for delivery or service are binding. The timeliness of Deliveries is determined by the receipt of the goods at the shipping address indicated by FIS. For the timeliness of Services or Deliveries, which include assembly or erection of the goods at the place of use, shall be decisive the date of written acceptance by FIS. This shall not apply if acceptance is excluded by the nature and quality of the Services. In this case, the timeliness depends on the time of the complete performance of the service.
- 4.2 If the Supplier is in delay with the delivery or the performance, FIS shall be entitled to demand to the Supplier a contractual penalty in the amount of 0.5% of the relevant delivery or performance value for each expired week of delay, but not more than a total of 5% of the respective delivery or performance value. The right of FIS to assert further damages shall remain unaffected; however, the contractual penalty shall be appropriate credited. The acceptance of the delayed delivery or service shall not constitute a waiver of the assertion of the contractual penalty or other claims for compensation.
- 4.3 If Services are not performed by the Supplier within the agreed dates or deadlines, FIS shall be entitled, after expiry of a reasonable grace period granted to the Supplier, to perform the relevant Services itself or have them performed by third parties at the expense of the Supplier. Section 4.2 shall remain unaffected, but with the instruction that the delay shall be deemed to have ended in the event of successful self-execution. Sentence 1 of this section 4.3 shall apply mutatis mutandis if the Supplier does not perform Services in the way and manner owed under the contract; the right to assert further damages by FIS shall remain unaffected.
- 4.4. If the Supplier realises that the agreed dates or deadlines for the delivery or service cannot be kept, it shall immediately inform FIS in writing, stating the reasons and the expected duration of the delay. The validity of the agreed dates or periods for delivery or performance shall remain unaffected by the notification.



5. Cooperation between the contracting parties

- 5.1. FIS shall provide the Supplier the information FIS deems necessary for the performance of the Deliveries or Services owed. If the Supplier does not consider the information sufficient, it shall immediately notify FIS thereof in writing.
- 5.2. Within the framework of ongoing projects, the Supplier shall, upon request at any time, inform FIS in writing about the current status of the Deliveries or Services to an appropriate extent, grant FIS the access to its documents pertaining the performance of the Deliveries and/or Services owed and meet its team, employed in the respective project, at the registered office of FIS or at a location to be agreed in each case with FIS, in order to hold discussions regarding the status and scope of the owed Deliveries and/or Services. The Supplier shall provide a report of the meeting, which shall require the confirmation of FIS.
- 5.3. The Supplier shall perform the agreed Deliveries and Services in accordance with the current state of the art and by qualified personnel to perform the agreed Deliveries and Services. It will use the methods/processes and tools agreed with FIS or comparable developed methods and tools. The Supplier shall comply with the specifications, guidelines and/or manuals of FIS. The Supplier undertakes to comply with the "Provider Security Terms" made available to the Supplier upon request and to impose a corresponding written obligation on its employees and any third parties involved in the execution with the agreement of FIS. FIS shall not be entitled to issue direct instructions to the Supplier's employees.
- 5.4. At FIS's request, the Supplier shall appoint a project manager who can provide the information required to carry out the agreed Deliveries or Services and who can either take or bring about decisions. A change of project manager requires the prior written agreement of FIS. The agreement may only be denied for important reasons.

6. Transfer of rights or granting of usage rights

- 6.1. If the Supplier during the performance of a delivery or a service for FIS provides, develops or produces works, creations, inventions or other tangible results (collectively "**Work Results**") which are protected by intellectual and industrial property rights or other trademark rights (collectively "**Intellectual Property Rights**"), the Supplier hereby assigns to FIS all Intellectual Property Rights to the Work Results. FIS accepts the transmission.
- 6.2. Insofar as a transfer not possible for legal reasons, the Supplier grants FIS the exclusive, worldwide, perpetual, transferable, and sub-licensable usage rights for the full exploitation of the Work Results, including the authority to process (while preserving the intellectual nature of the works), distribute, reproduce, renting, make publicly available and otherwise reproduce publicly of the Work Results, in the original or in processed form on any medium or other technical equipment in digital or analog form. The granting of rights also includes the right to use Work Results in the future for a type of use that is still technically unknown at the time of the order. FIS accepts the granting of rights of use.
- 6.3. The above transfer of rights or granting of usage rights also pertains to any preliminary and intermediate stages of the Work Results as well as to any design, training and documentation material.
- 6.4. Notwithstanding the preceding sections 6.1 to 6.3 the Supplier grants FIS the rights necessary for the contractual use and exploitation of other Deliveries or embodied performance results which are not Work Results ("**Other Results**"), but at least the non-exclusive, worldwide, perpetual, transferable and sub-licensable usage rights for the full exploitation of the Other Results, including the right of processing (while respecting the intellectual nature of the works), distribute, reproduce, rent, make available to the public or otherwise communicate to the public, in the original or edited form, on any medium or other technical device, in digital or analogue form.
- 6.5. The transfer of rights or granting of usage rights regulated in this section 6 shall be fully compensated by the agreed remuneration in the respective order.
- 6.6. The parties may make different provisions in the Purchase Order

for transfer and/or granting of industrial property rights.

7. Open source software

The Supplier undertakes to ensure that the ordered Work Results and Other Results or Deliveries do not contain any open source software components, unless FIS has in advance expressly agreed to their use in writing. If the Supplier intends to integrate open source software components into the Work Results and/or Other Results, it shall immediately provide FIS with a list of all open source software components he intends to use, with a reference to the applicable open source software license terms, a description of the intended use and a copy of the complete license text. FIS shall inform the Supplier in writing within a reasonable period of time whether or not the intended use of the open source software components is approved. If no such information has been provided, approval shall be considered not granted.

8. Acceptance

- 8.1. Services provided by the Supplier shall be subject to an acceptance test after the results of the Services have been made available, unless an acceptance test is excluded due to the nature and quality of the Services. The Supplier shall announce in writing that the results of the Services are ready for acceptance no later than one week in advance. Partial acceptances shall not be carried out unless otherwise agreed in writing. At FIS's request, the Supplier shall support FIS free of charge with its best efforts during the acceptance procedure. After conclusion of the acceptance test, FIS shall declare acceptance of the service provided if the service is free of defects. Acceptance shall be in writing.
- 8.2. If not only irrelevant defects of the Services are discovered during the acceptance test, FIS shall be entitled to refuse the acceptance. FIS shall inform the Supplier. The Supplier must remedy the defects in the service within a reasonable deadline at its own expense or provide its performance again free of defects and again make it available for acceptance. FIS will then carry out the acceptance test again. If the Supplier does not remedy the defects despite a reasonable deadline or if the Supplier fails to render the Services free of defects again, FIS may, without prejudice to other contractual rights, withdraw from the agreement and/or claim damages instead of performance. Further rights of FIS remain unaffected.



9. Warranty rights

- 9.1 FIS shall inspect the delivery for any deviations in quality and quantity within a reasonable deadline from receipt. The notification of any deviations, insofar as these are not obvious, is in any case considered timely, insofar it is given within a period of two weeks from the discovery of the deviation. If a longer statutory period exists for notification of deviations, this period shall apply.
- 9.2 If the Supplier fails to perform subsequent performance within a reasonable deadline set by FIS, FIS shall be entitled - notwithstanding any other statutory rights for defects - to perform the necessary actions to remedy the defect itself or get such a performance at the expense of the Supplier.
- 9.3 In the event of serial defects (defects of the same type occurring in at least 5% of the delivered goods inspected by random sampling), FIS shall be entitled to reject the entire delivery as defective and to assert the statutory claims for defects with respect to the entire delivery.
- 9.4 The Supplier shall bear all expenses necessary to the purpose of subsequent performance, especially transport, travel, labour and material costs as well as dismantling and installation costs. The place of performance for subsequent performance shall be the current designated location of the goods.
- 9.5 The limitation period for warranty rights is three years from delivery of the goods or acceptance of the work, unless a later limitation period results from §§ 438, 479 or § 634a BGB.
- 9.6 For newly delivered goods or newly produced works within the scope of subsequent performance, the limitation period shall begin to run anew from the moment of the replacement delivery or new production, unless subsequent performance appears minor in scope, duration and cost, or FIS had to assume, according to the conduct of the Supplier, that the Supplier did not feel obliged to take the measure, but acted only as a gesture of goodwill or similar reasons. The same shall apply in case of subsequent improvement if this concerns the same defect or the consequences of defective subsequent improvement.

10. Intellectual Property Rights

- 10.1 The Supplier shall ensure that the use and exploitation of the Work Results or Other Results by FIS does not conflict with any Intellectual Property Rights of third parties. This also applies in particular to the resale, leasing, licensing and/or use of the Work Results and Other Results domestically and abroad.
- 10.2 Insofar as the use and exploitation of the Work Results and/or Other Results violates the Intellectual Property Rights of third parties and the Supplier is responsible for such violation of Intellectual Property Rights, the Supplier shall indemnify FIS against all claims of third parties raised against FIS in and out of court arising from such violation of Intellectual Property Rights. The indemnity refers to all expenses and damages incurred by FIS as a result of or in connection with the claim by the third party, including any costs of a necessary and reasonable legal defence. Further statutory rights of FIS in the event of defects of title shall remain unaffected by the preceding provision.

11. Prices, payment according to expenditure

- The prices stated in FIS's order are binding. All prices are understood inclusive of the statutory value added tax, unless this is shown separately. The agreed remuneration covers all Services to be rendered by the Supplier. In particular, in case of goods delivery, the costs for packaging, loading and transport to the shipping address specified by FIS are included (DPP (Incoterms 2020)). The Supplier must insure the transport of the delivery at his own expense. For Services to be rendered by the Supplier as well as for Deliveries, which include the assembly of the goods at the place of use, the prices shall include all ancillary Services such as work equipment, materials and travel, unless otherwise agreed.
- 11.1 If payment is agreed on a time basis, the performance shall be provided and demonstrated on the basis of documentation sheets, which the Supplier shall agree with FIS in advance. FIS will only reimburse those times which can be proven in detail on monthly

records and which have been countersigned by FIS. The Services rendered by the Supplier on a time and material basis shall be invoiced monthly in arrears on the basis of the countersigned documentation sheets to be attached to the invoice and under listing of other ancillary costs.

- 11.2 The daily rate agreed for payment on a time basis shall apply regardless on the days and the time in which the Services are performed. If in one day less than eight (8) hours are worked, the pro-rata remuneration shall correspond to the ratio of the hours worked to eight (8) hours per day and shall not exceed eight (8) hours. Overtime surcharges and break times are not remunerated.
- 11.3 Travel and accommodation costs shall be reimbursed to the Supplier if FIS has agreed to the assumption of the costs in advance in writing or in text form. In these cases, a refund will only be made upon submission of the original receipts and after deduction of any pre-tax amounts to the following extent:
- Rail journeys (2nd class), flights (economy),
 - Car use 0.30 EUR per kilometre driven;
 - Accommodation costs up to 99,00 EUR gross per overnight stay;
 - Travel and accommodation times, per diem expenses and meals shall not be reimbursed.
- 11.4 The Supplier shall agree in advance with FIS the details of travel and overnight accommodation (such as job site, dates or use of a car instead of rail or air travel).
- 11.5 The Supplier shall send invoices to FIS for the respective payments due, which indicate the travel and accommodation costs as well as separately the value added tax.

12. Invoicing, payment, default

- 12.1 Invoices are to be sent in duplicate to the invoice address stated in the order after dispatch of the delivery or performance of the service.
- 12.2 The respective valid value added tax shall be shown separately in the invoice.
- 12.3 Invoices must contain the purchase order references and the numbers for each individual item. Imprecise or incomplete invoices shall be considered not received until they are corrected or completed; in this case FIS shall notify the Supplier within a reasonable deadline. Copies of invoices shall be labelled as duplicates.
- 12.4 Unless otherwise agreed, payments shall occur within 30 days after complete delivery of the goods or after receipt and acceptance of the Services and receipt of a proper invoice, for payments within 14 days under deduction of 3% discount and for payments within 20 days under deduction of 2% discount. The supplier is not entitled to demand partial payments unless otherwise agreed in writing.
- 12.5 As far as the Supplier has to provide material certificates, test reports, quality documents or other documents, the completeness of the delivery depends on the receipt of these documents.
- 12.6 Payments do not constitute an acknowledgement that the Deliveries or Services are as per the agreement, neither are they waiver of the Complaint according to § 377 HGB (German Commercial Code) or an approval of the delivery or service.



13. Awarding subcontracting

The involvement of third parties ("**Subcontractors**") for the performance of the contractually owed Deliveries and Services is not permitted without the prior written consent of FIS. In the event of unauthorized subcontracting, FIS shall be entitled to withdraw from the agreement in whole or in part and to claim damages.

14 Confidentiality

14.1 The Supplier shall treat all knowledge and experiences, documents, tasks, business processes and/or other information made available by FIS, including any Work Results as well as the existence and conditions of this agreement (collectively "**Confidential Information**") - even beyond the term of the agreement - as strictly confidential and shall keep them secret from third parties in connection with the provision of the Deliveries and/or Services owed. Without the prior written consent of FIS, Confidential Information may only be used for the purpose of providing the Deliveries and/or Services owed. Confidential Information may only be disclosed to Subcontractors engaged with the consent of FIS pursuant to section 13 if this is absolutely necessary for the performance of the Deliveries and/or Services owed and the Subcontractors engaged have previously been bound to confidentiality in a manner corresponding to this section 14.

14.2 The foregoing confidentiality obligations shall not apply to information (i) which was lawfully known to the Supplier without any obligation of confidentiality before having received them from FIS, (ii) which the Supplier has independently developed without recourse to or use of Confidential Information from FIS irrespective of the contractually owed delivery or service, (iii) which is generally known or publicly available at the time of receipt by the Supplier or which becomes so after receipt by the Supplier without breaching or violating this section 14 or any other provision protecting the Confidential Information of FIS, or (iv) which the Supplier is required by law, regulation or court order to disclose; in this case, the Supplier shall inform FIS prior to the disclosure and limit the scope of such disclosure as far as possible.

14.3 Any exchange of information between the Supplier and FIS customers concerning the subject matter of the agreement shall require the prior written consent of FIS in each individual case.

15 Quality assurance, audits

15.1 The Supplier is obliged to maintain a quality management system in its company which meets the requirements of DIN EN ISO 9001. FIS has the right to carry out audits at the Supplier's premises in accordance with DIN EN ISO 19011.

15.2 The Supplier shall grant FIS the right to audit the Supplier with regard to the performance of the Services for FIS and compliance with the agreements with FIS, provided that FIS announces the audit in writing within a reasonable deadline. The Supplier undertakes to assist with the audit, to support FIS to a reasonable extent, to provide all documents necessary for the performance of the audit and to grant FIS or third parties commissioned by FIS sufficient access to the relevant rooms, equipment and/or facilities during regular business hours, unless otherwise agreed.

16 Data protection

16.1 The Supplier is obliged to observe the statutory provisions of data protection. In particular, all employees of the Supplier who come in contact with personal data of FIS shall be bound by data protection secrecy obligation. The Supplier shall also impose these obligations on its Subcontractors, if FIS has agreed to their engagement in accordance with section 13.

16.2 Insofar as the Supplier collects, processes and/or uses personal data on behalf of FIS within the scope of the performance of his contractually owed Services, the Supplier shall conclude an agreement with FIS on order data processing within according to Art. 28 GDPR. The Supplier undertakes to collect and use the personal data exclusively on behalf of and in accordance with the

instructions of FIS. The Supplier shall take appropriate technical and organisational measures within the meaning of Art. 32 GDPR and shall design its internal organisation in such a way that it meets the special requirements of data protection and that the personal data is protected against misuse, unauthorised access, unauthorised alteration and/or loss.

16.3 If FIS grants the Supplier access to networks and data processing systems of FIS or its customers, this access and all personal data to which the Supplier has access may be used exclusively for the purpose of fulfilling the contract. In this case, the Supplier undertakes to comply with the "Provider Security Terms" made available to the Supplier upon request and to impose a corresponding written obligation on its employees and any third parties involved in the execution with the consent of FIS. Unless absolutely necessary for the performance of this agreement, the Supplier shall not be entitled to copy, store, evaluate, modify, delete or pass on to third parties any FIS data it has access without the prior written consent of FIS.

17 Disclosure and/or destruction of personal data and Confidential Information

The Supplier shall, at FIS's discretion, either surrender or destroy all personal data and Confidential Information of FIS, regardless of whether it is in electronic or embodied form, which it collects, receives and/or creates in connection with the agreed Deliveries and/or Services, including all copies, at FIS's discretion, immediately after delivery and/or acceptance of the delivery or service results, or if acceptance or handover is ruled out due to the nature or quality of the results, after complete performance of the agreed Services, or, if it is required to fulfil any claims based on defects, immediately after the end of the limitation period for the claims based on defects, unless statutory regulations on storage conflict with this. The Supplier must provide evidence of surrender or destruction. FIS may audit the complete surrender and/or destruction in accordance with section 15.2. FIS uses the findings of this audit solely to verify the complete release and/or destruction of data and Confidential Information.

18 Set-off and right of retention

FIS shall be entitled to set-off and retention rights as well as the defence of non-performance of the agreement to the full extent permitted by law. The offsetting or exercise of a right of retention by the Supplier due to disputed and not legally established counterclaims is excluded. The exercise of a right of retention by the supplier is also excluded insofar as counterclaims are not based on the same contractual relationship.



19 Assignment

The Supplier may transfer his rights and obligations only with the prior written consent of FIS. FIS will refuse consent only for important reasons. FIS is allowed to transfer its rights and obligations, in particular to affiliated companies within the meaning of section 15 AktG.

20 Termination (only valid for service agreement):

20.1 The termination of a service for which payment is measured in days or weeks is permissible,

- if the remuneration is calculated in hours or days, every day for the expiry of the following day;
- if the remuneration is calculated in weeks, no later than the first business day of a week for the end of the following Saturday.

If the remuneration is calculated according to months, quarters or longer periods of time or not calculated in periods of time, termination of the service by FIS with two weeks' notice is permissible.

20.2 Unless otherwise agreed, the above provision shall also apply if the duration of the service is determined or can be inferred from the nature or purpose of the Services.

20.3 The right of FIS to terminate the contract for good cause shall remain unaffected.

21 Additional agreements, additional provisions, written form

Side agreements, amendments and supplements to an order and/or these Terms and Conditions of Purchase must be made in writing in order to be effective. This formal requirement can only be waived in writing. §§ 126a, 127 para. 2 BGB do not apply.

22 Severability clause

Should any provision of these Terms and Conditions of Purchase be or become invalid, this shall not affect the validity of the remaining provisions.

23 Applicable law

German law shall apply with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws provisions.

24 Jurisdiction

Exclusive place of jurisdiction is Munich (Landgericht München I). However, FIS shall also be entitled to sue the Supplier at its registered office.