

Fidelity Information Services KORDOBA GmbH

General Terms and Conditions of Purchase

As at 21 October 2014

1. Scope

- 1.1. Orders, commissions and other agreements ("**Orders**") of Fidelity Information Services KORDOBA GmbH ("**FIS KORDOBA**") shall be made exclusively under the General Terms and Conditions of Purchase ("**General Terms and Conditions of Purchase**") below. These apply to all deliveries and/or services of the seller, work contractor and/or service provider ("**Contractor**") ordered by FIS KORDOBA arising from or in connection with purchase, work and service agreements, especially for all goods and work deliveries ("**deliveries**") and for the production/processing of work and performance of consulting, training, maintenance and other services (jointly "**services**").
- 1.2. Different terms and conditions of the Contractor, especially general terms and conditions of the Contractor, do not form part of the agreement, regardless of whether or not they are expressly rejected by FIS KORDOBA, unless they have been expressly confirmed by FIS KORDOBA in writing. Acceptance of deliveries and/or services without objection and/or unconditional payment for them does not constitute consent to the applicability of different terms and conditions of the Contractor.

2. Order and commission confirmation; change of service

- 2.1. Orders by FIS KORDOBA must be made in writing in order to be effective.
- 2.2. Unless otherwise agreed, orders from FIS KORDOBA must be accepted by the Contractor within two weeks ("**order confirmation**"). After that, FIS KORDOBA shall no longer be bound to the respective order.
- 2.3. Deviations, changes or additions to the order made through the order confirmation shall only become part of the agreement if confirmed in writing by FIS KORDOBA.
- 2.4. After concluding an agreement, FIS KORDOBA may, for operational reasons, request reasonable changes in the delivery or service agreed from the Contractor up to the time of complete performance. The Contractor is obligated to review proposals for changes by FIS KORDOBA immediately. If the Contractor is of the opinion that the proposal for changes by FIS KORDOBA is erroneous, incomplete or unclear or cannot be carried out, it shall inform FIS KORDOBA of this and of the consequences it recognizes immediately in writing and give FIS KORDOBA the opportunity to improve or confirm the proposal for changes ("**objection**"). Otherwise, the Contractor shall indicate to FIS KORDOBA possible effects of the desired changes on the schedule, the payment and/or other contractual conditions within ten working days of receipt of the proposal for changes. In the event of an objection to the original proposal for changes by the Contractor, the period shall be determined correspondingly starting from receipt of a proposal for improvements or confirmation of the original proposal for changes by FIS KORDOBA. If FIS KORDOBA opts for performance of the changes, the parties shall arrange an appropriate adaptation of the delivery and/or service conditions agreed in the order by mutual agreement, especially with reference to any cost increases or reductions and any postponement of the delivery or service dates.
- 2.5. If the Contractor discovers that changes and/or extensions of the scope of delivery or services prove necessary for performing the delivery or service, the Contractor shall inform FIS KORDOBA immediately in writing. Changes and/or extensions to scope of the delivery or services require prior written approval from FIS KORDOBA in order to be effective.

3. Delivery, performance of services, transfer of risk

- 3.1. Deliveries of the Contractor shall occur, unless expressly agreed otherwise, DDP (Incoterms 2010) to the shipping address indicated

by FIS KORDOBA. The risk shall pass to FIS KORDOBA at the time of delivery at the destination. Partial deliveries and partial services are not permitted without prior written approval of FIS KORDOBA.

- 3.2. For services to be performed by the Contractor and for deliveries that include setup or assembly of the goods at the place of use, an acceptance shall occur as per the provisions in section 8. In these cases, risk shall pass to FIS KORDOBA at the time of written acceptance. The preceding paragraph does not apply if the type and nature of the services exclude acceptance. In this case, the time when complete performance of the services is demonstrated shall take the place of the acceptance.

4. Dates and deadlines, default

- 4.1. The dates and deadlines indicated in the order for the delivery or service are binding. The timeliness of deliveries shall be determined by the receipt of the goods at the shipping address indicated by FIS KORDOBA. The timeliness of services or deliveries that include setup or assembly of the goods at the place of use is determined by the time of written acceptance by FIS KORDOBA. This does not apply if the type and nature of the services exclude acceptance. In this case, timeliness shall be determined by the time of the complete performance of the services.
- 4.2. Should the Contractor be in delay with the delivery and/or service, FIS KORDOBA shall be entitled to demand a contractual penalty in the amount of 0.5% of the value of the respective delivery/service for each full week of default, but not more than a total of 5% of the value of the respective delivery/service. FIS KORDOBA's right to assert a further claim for damages remains unaffected; however, the contractual penalty must be credited towards it accordingly. Acceptance of the delayed delivery or service does not constitute a waiver of the contractual penalty or other claims for compensation.
- 4.3. If services are not performed by the Contractor by the agreed dates or deadlines, FIS KORDOBA is entitled to perform the services in question itself or have them performed by third parties at the Contractor's expense after a grace period granted to the Contractor. Section 4.2 shall remain unaffected, with the proviso that the default should be considered ended in the event of self-performance. Sentence one of this section 4.3 applies accordingly if the Contractor does not perform services in the manner owed as per agreement; FIS KORDOBA's right to assert a further claim for damages remains unaffected.
- 4.4. If the Contractor discovers that the agreed dates or deadlines for the delivery or service cannot be met, it must notify FIS KORDOBA of this immediately in writing, indicating the reasons and the anticipated duration of the delay. The validity of the agreed dates or deadlines for delivery or service shall remain unaffected by the notification.

5. Cooperation between the contracting parties

- 5.1. FIS KORDOBA shall make the information necessary for performing the deliveries and/or services due from FIS KORDOBA's point of view available to the Contractor. If the Contractor does not consider the information sufficient, it must notify FIS KORDOBA immediately in writing.
- 5.2. Upon request at any time, as part of ongoing projects, the Contractor shall
 - inform FIS KORDOBA on the current status of deliveries and/or services to an appropriate extent in writing,
 - allow FIS KORDOBA to view its documents pertaining to the performance of the deliveries and/or services due with its team employed for the respective project at a location to be agreed with FIS KORDOBA in order to discuss the status and

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- scope of the deliveries and/or services due. In the process, a record of the meeting shall be prepared, which is to be signed by both contracting parties.
- 5.3 The Contractor shall perform the agreed deliveries and services according to the current recognised scientific and technological state of the art, employing personnel qualified to perform the agreed deliveries and services. It shall apply and use the methods/processes and tools agreed with FIS KORDOBA or comparable development methods and tools. The Contractor shall observe FIS KORDOBA's specifications, guidelines and/or manuals. However FIS KORDOBA is not entitled to give direct instructions to the Contractor's employees.
- 5.4 If desired by FIS KORDOBA, the Contractor shall designate a project manager who can provide the information necessary for performance of the agreed deliveries and/or services and can either make decisions or obtain them. Replacing the project manager requires prior written approval from FIS KORDOBA. Approval may only be withheld with good cause.
- 6. Transfer of rights and/or granting usage rights**
- 6.1 If the Contractor produces work, creations, inventions and/or other embodied results for FIS KORDOBA in the course of performing a delivery and/or service ("**work results**") that are protected by intellectual and commercial property rights and/or other property rights (jointly "**property rights**"), the Contractor hereby transfers all property rights to the work results to FIS KORDOBA. FIS KORDOBA accepts the transfer.
- 6.2 If transfer is not possible for copyright reasons, the Contractor shall grant FIS KORDOBA the exclusive, global, transferable and sub-licensable usage rights, unlimited in time, for exploitation of the work results to their full extent, including the authority to process (preserving the intellectual uniqueness of the work), distribute, duplicate and lease the work results, make them publicly available, and communicate them publicly in any other way, in their original form or in processed form, on any medium or other technical device, in digital or analog form. Granting these rights also covers the right to use the work results in the future in a manner not yet known technically at the time of the order. FIS KORDOBA shall accept the usage rights granted.
- 6.3 The preceding transfer of rights or granting of usage rights also pertains to any preliminary and intermediate stages of the work results and any design, training and documentation material.
- 6.4 Notwithstanding the preceding sections 6.1 through 6.3, the Contractor shall grant FIS KORDOBA the rights necessary for usage and exploitation as per the agreement to other deliveries and/or embodied results of services that are not work results ("**other results**"), but at least the non-exclusive, worldwide, transferable and sub-licensable usage rights, unlimited in time, to exploit the other results as per the agreement, including the authority to process (preserving the intellectual uniqueness of the work), distribute, duplicate and lease them, make them publicly available and communicate them publicly in any other way, in their original form or in processed form, on any medium or other technical device, in digital or analog form.
- 6.5 The payment agreed in the respective order constitutes full compensation for the transfer of rights or granting of usage rights governed by this section 6.
- 6.6 The parties may make different provisions on transfer and/or granting of property rights in the order.
- 7. Open source software**
- The Contractor undertakes to ensure that the work results ordered and other results do not contain open source software components unless FIS KORDOBA has expressly approved their use in advance in writing. If the Contractor intends to incorporate open source software components into the work results and/or other results, it shall immediately deliver to FIS KORDOBA an itemisation of all open source software components it intends to use, with a reference to the respectively applicable open source software license conditions, a description of the intended use and a copy of the full text of the license. FIS KORDOBA shall notify the Contractor within a reasonable amount of time in writing whether the intended use of the open source software components is approved or not. If no such notification is forthcoming, approval shall be considered not granted.
- 8. Acceptance**
- 8.1. Services of the Contractor shall be subject to an acceptance inspection after the results of the services are made ready unless the type and nature of the services exclude acceptance. The Contractor shall announce that the results of the services are ready for acceptance no later than one week in advance in writing. No partial acceptances shall occur unless something to the contrary is agreed in writing. Upon request from FIS KORDOBA, the Contractor shall support FIS KORDOBA in performing the acceptance to the best of its abilities at no cost. After conclusion of the acceptance inspection, FIS KORDOBA shall declare acceptance of the service in writing or in another appropriate form if the service is free of defects.
- 8.2 If not only inessential defects in the services are discovered in the acceptance inspection, FIS KORDOBA is entitled to refuse acceptance. FIS KORDOBA shall notify the Contractor in writing or in text form. The Contractor must remedy the defects in the service by an appropriate deadline at its own expense or perform its service again free of defects and provide it for acceptance again. FIS KORDOBA shall then conduct the acceptance again. If, despite an appropriate period, the Contractor does not remedy the defects, or if the Contractor fails to perform the services again free of defects, FIS KORDOBA can withdraw from the agreement, without prejudice to other contractual rights, and/or demand compensation for damages in place of the service. Further statutory rights of FIS KORDOBA shall remain unaffected.
- 9. Warranty rights**
- 9.1 When purchasing goods, FIS KORDOBA shall inspect the delivery within an appropriate period after the receipt of goods for any quality or quantity deviations. A notification for any deviations shall be considered timely if it is given by a deadline of two weeks from receipt of the goods, or, for hidden defects, from the time the deviation is discovered. If a longer statutory period exists for notification of deviations, this period shall apply.
- 9.2 In the event of material defects or defects of title of deliveries or services, FIS KORDOBA is entitled to the statutory warranty rights without limitation. FIS KORDOBA may also assert the statutory claims for defects in reference to guarantees made by the Contractor. In cases in which the Contractor has made a guarantee, the liability for compensation for damages exists regardless of culpability.
- 9.3 If the Contractor does not perform the subsequent fulfilment by an appropriate deadline set by FIS KORDOBA, FIS KORDOBA is – notwithstanding other statutory warranties – entitled at the Contractor's expense to perform the activities necessary in order to remedy the defects itself or have them performed
- 9.4 In the event of recurring defects (defects of the same kind occurring with at least 5% of the goods delivered), FIS KORDOBA is entitled to reject the entire delivery as defective and assert the statutory claims for defects with reference to the entire delivery.
- 9.5 The Contractor must bear all the expenses necessary for the purpose of subsequent fulfilment, especially transport, shipping, work and material costs, and disassembly and installation costs. The place of fulfilment of the subsequent fulfilment shall be the current designated location of the goods.
- 9.6 The limitation period for warranty rights shall be three years from the delivery of the item or acceptance of the work, unless §§ 438, 479 or § 634a BGB [German Civil Code] entail a longer limitation period.
- 9.7 For goods newly delivered or work newly performed as part of the subsequent fulfilment, the limitation period shall begin anew at the

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time of the substitute delivery or new production, unless the subsequent fulfilment is considered slight in terms of scope, duration and costs or if, based on the Contractor's behaviour, FIS KORDOBA was forced to assume that the Contractor did not consider itself obligated to perform the activities but rather only acted out of goodwill or other reasons. The same applies in the case of subsequent improvement if this concerns the same defect or the consequences of defective subsequent improvement.

10. Property rights

- 10.1 The Contractor shall ensure that the use and exploitation of the work results or other results by FIS KORDOBA are not opposed by property rights of third parties. This also applies in particular to resale, leasing, licensing and/or use of the work results and other results domestically and abroad.
- 10.2 If the use and exploitation of the work results and/or other results violate property rights of third parties and the Contractor is culpable for this violation of property rights, it shall indemnify FIS KORDOBA from all claims of third parties for violations of property rights asserted judicially and extrajudicially. This indemnity relates to all expenses and damages that arise for FIS KORDOBA from or in connection with the assertion of claims by third parties, including any costs of necessary and appropriate legal defence. Further statutory rights of FIS KORDOBA in the event of defects of title shall remain unaffected by the preceding provision.

11. Prices, payment according to expenditure

- 11.1 The prices indicated in FIS KORDOBA's order are binding. All prices are understood inclusive of the statutory value added tax as far as this is not indicated separately. The agreed payment settles all services to be performed by the Contractor. In particular, in the event of delivery of goods, the costs of packaging, loading and transport to the shipping address indicated by FIS KORDOBA are included (DDP (Incoterms 2010)). The Contractor must insure the transport of the delivery at its own expense. For services to be performed by the Contractor and for deliveries that include setup or assembly of the goods at the place of use, the prices shall include all ancillary services, work equipment, materials and transport, unless otherwise agreed.
- 11.2 If payment on a time basis is agreed, the performance shall be demonstrated on the basis of documentation sheets, which the Contractor must coordinate with FIS KORDOBA in advance. FIS KORDOBA shall only pay for time that can be documented in detail on monthly documentation sheets and countersigned by FIS KORDOBA. The services performed by the Contractor on the basis of time and material are to be invoiced monthly subsequently on the basis of the countersigned documentation sheets, which must be attached to the invoice, with an itemisation of other additional expenses.
- 11.3 The hourly rate agreed on for the payment on a time basis shall apply regardless of on what days and at what times the services are performed. Overtimes surcharges and break times shall not be reimbursed.
- 11.4 The Contractor shall be paid for travel and accommodation costs if FIS KORDOBA has consented to assume the costs in advance in writing. In this case, payment shall only be made upon submission of the original receipts and after deduction of any pre-tax amounts to the following extent:
- rail travel (2nd class), flights (economy), car use EUR 0.30 per kilometre travelled;
 - accommodation costs up to EUR 99.00 gross per overnight stay;
 - travel and overnight times, per diem expenses and meals shall not be reimbursed.
- 11.5 In each case, the Contractor shall arrange the travel and accommodation details (such as job site, dates or use of a car instead of rail or air travel) with FIS KORDOBA in advance.

- 11.6 The Contractor shall send FIS KORDOBA invoices for the respective payments due which indicate the travel and accommodation costs and the value added tax separately.

12. Invoicing, payment, default

- 12.1 Invoices should be sent in duplicate to the billing address indicated in the order after the delivery is sent or the service performed.
- 12.2 The respective applicable value added tax must be indicated separately on the invoice.
- 12.3 The purchase order references and the numbers for each individual item must be indicated on the invoices. Imprecise or incomplete invoices shall be considered not received until they are corrected or completed; in this case FIS KORDOBA shall notify the Contractor by an appropriate deadline. Invoice copies must be labelled as duplicates.
- 12.4 Unless otherwise agreed, payments shall occur within 30 days net of complete delivery of the goods or receipt and acceptance of the services and receipt of a proper invoice, with deduction of a 3% discount for payments within 14 days and with deduction of 2% discount for payment within 20 days. The supplier is not entitled to demand instalment payments unless otherwise agreed in writing.
- 12.5 If the Contractor is to provide material certificates, test reports, quality documents or other documentation, the completeness of the delivery is also conditional on receipt of this documentation.
- 12.6 Payments do not constitute acknowledgement that the deliveries or services are as per the agreement, neither are they a waiver of notification of defects according to § 377 HGB [German Commercial Code] nor approval of the delivery.
- 12.7 In the event of default by FIS KORDOBA on claims for payment, the interest rate shall be five percentage points above the respective base interest rate.

13. Awarding subcontracts

Engaging third parties ("**subcontractors**") for performing the deliveries and services due according to the agreement is not permitted without prior written approval by FIS KORDOBA. In the event of unauthorised awarding of subcontracts, FIS KORDOBA is entitled to withdraw in full or in part from the agreement and to demand compensation for damages.

14 Confidentiality

- 14.1 The Contractor shall treat all knowledge and experiences, documents, task descriptions, business processes and/or other information acquired in the course of performance of the deliveries and/or services due made available by FIS KORDOBA as strictly confidential, including any work results and the existence and the terms of this agreement (jointly "**confidential information**"), even beyond the term of the agreement, and shall keep them secret from third parties. Without prior written consent from FIS KORDOBA, confidential information may only be used for the purpose of performing the delivery and/or service due. Confidential information may only be disclosed to the subcontractors engaged with the permission of FIS KORDOBA according to section 13 if this is absolutely necessary for the performance of the deliveries and/or services due and the engaged subcontractors are placed under a confidentiality obligation in a manner corresponding to this section 14.
- 14.2 The preceding confidentiality obligations do not apply to information (i) that was lawfully known to the Contractor without a confidentiality obligation before it received the information from FIS KORDOBA, (ii) that the Contractor developed by itself independently from the contractually owed delivery and/or service without recourse to or use of confidential information of FIS KORDOBA, (iii) that was generally known or publicly available at the time it is obtained by the Contractor or become so after it was obtained by the Contractor without this section 14 or other regulations for the protection of confidential information of FIS KORDOBA being violated or having been violated, or (iv) that the Contractor must disclose due to statutory provisions or a

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- government or court order; in this case, the Contractor must notify FIS KORDOBA before the disclosure and limit the scope of such disclosure as far as possible.
- 14.3 Each individual case of exchange of information concerning the object of the agreement between the Contractor and FIS KORDOBA's customers requires prior written permission of FIS KORDOBA.
- 15. Quality assurance, audits**
The Contractor is obligated to maintain a quality management system in its company that meets the requirements of DIN EN ISO 9001. FIS KORDOBA is entitled to conduct quality audits of the Contractor according to DIN EN ISO 19011.
- 16. Data protection**
16.1 The Contractor is obligated to observe the statutory data protection regulations. In particular, all employees of the Contractor who come in contact with personal data of FIS KORDOBA must be placed under a data secrecy obligation as per § 5 BDSG [Federal Data Protection Act]. The Contractor must also place this obligation on its subcontractors if FIS KORDOBA has agreed to their engagement as per section 13.
16.2 If the Contractor gathers, processes or uses personal data as part of performing its contractually owed services on behalf of FIS KORDOBA, the Contractor shall conclude an agreement on order data processing as per § 11 BDSG. The Contractor undertakes to gather and use the personal data exclusively on behalf of and according to the instructions of FIS KORDOBA. The Contractor shall take appropriate technical and organisational measures as per § 9 BDSG and the Annex to § 9 BDSG and shall structure its internal organisation so as to meet the special requirements of data protection and so that personal data are protected against misuse, unauthorised access, unauthorised modification and/or loss.
16.3 If FIS KORDOBA grants the Contractor access to networks and data processing systems of FIS KORDOBA and/or its customers, this access and all personal data to which the Contractor is given access may be used exclusively for the purpose of fulfilling the agreement. In this case the Contractor undertakes to observe the "IS Guidelines on Handling Systems and Information", which shall be provided to the Contractor upon request, and place a corresponding obligation in writing on its employees and any third parties involved in the performance with FIS KORDOBA's permission. If not absolutely necessary for the fulfilment of this agreement, the Contractor is not entitled to copy, store, analyse, modify or delete the data accessible to it nor to communicate them to third parties without prior written permission of FIS KORDOBA.
- 17. Surrender and/or destruction of personal data and confidential information**
The Contractor shall, at FIS KORDOBA's discretion, either surrender or destroy according to data protection requirements all personal data of FIS KORDOBA, regardless of whether electronic or embodied, that it collects, receives and/or creates in connection with the agreed deliveries and/or services, including all copies, and shall do so immediately after the results of the delivery or service are handed over and/or accepted or, if acceptance or handover is excluded due to the type or nature of the results, after complete performance of the services or, if it needs them in order to fulfil any warranty claims, immediately after the end of the limitation period for warranty claims, unless this is opposed by statutory retention requirements. The Contractor must provide documentation of the surrender or destruction. FIS KORDOBA may verify complete surrender and/or destruction ("audit") on the condition that FIS KORDOBA announces the audit within an appropriate period in writing. The Contractor undertakes to help with the audit, to support FIS KORDOBA to an appropriate extent, to provide all documents necessary for conducting the audit and to grant FIS KORDOBA or third parties engaged by FIS KORDOBA sufficient access to the relevant rooms, facilities and/or system during regular business hours. FIS KORDOBA shall only use the knowledge obtained from the audit for the purpose of verifying complete surrender and/or destruction of the data and confidential information.
- 18. Set-off and right of retention**
FIS KORDOBA is entitled to rights of set-off and retention and to object to the unfulfilled agreement to the full extent of the law. Set-off or exercising a right of retention by the Contractor due to disputed or counterclaims that have not been legally established is excluded. Exercise of a right of retention by the Contractor is also excluded insofar as the counterclaims are not based on the same contractual relationship.
- 19. Assignment**
The Contractor may only assign its rights and obligations with prior written permission of FIS KORDOBA. FIS KORDOBA shall only withhold permission for good cause. FIS KORDOBA is allowed to assign the rights to which it is entitled and obligations to which it is subject to affiliated companies in the sense of § 15 AktG [Stock Corporation Act].
- 20. Termination (valid only for service agreements):**
20.1 The termination of a service for which payment is measured in days or weeks is permissible:
• if the remuneration is measured in hours or days, everyday for the end of the following day
• if the remuneration is measured in weeks, no later than the first business day of a week for the end of the following Saturday.
If the remuneration is measured in months, quarters or longer periods of time or not measured in periods of time, termination of the service by FIS KORDOBA with two weeks' notice is permissible.
20.2 The preceding provision applies unless otherwise agreed, even if the duration of the service is specified or can be derived from its nature or purpose.
20.3 FIS KORDOBA's right to termination for good cause remains unaffected.
- 21. Side agreements, additional provisions**
Side agreements, modifications and supplements to an order and/or these Terms and Conditions of Purchase must be made in writing to be effective. This formal requirement can only be waived in writing. Where these terms and conditions of purchase require written form, electronic form and text form do not meet the written form requirement.
- 22. Severability clause**
If a provision of these Terms and Conditions of Purchase is or becomes ineffective, the effectiveness of the remaining provisions shall remain unaffected.
- 23. Applicable law**
German law with the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) applies.
- 24. Jurisdiction**
The exclusive place of jurisdiction shall be Munich (Munich I District Court). However FIS KORDOBA is also entitled to sue the Contractor at its seat.