

GENERAL TERMS & CONDITIONS

of

Raiffeisen Informatik GmbH & Co KG

Lilienbrunnngasse 7-9, A-1020 Vienna

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1 Scope of Application/Validity of the General Terms & Conditions (GTC)

- 1.1 The scope of these General Terms & Conditions (“GTC”) of Raiffeisen Informatik GmbH & Co KG (hereinafter referred to in brief as the “Contractor”) is to regulate business relations and transactions between the Contractor and their customers (hereinafter referred to in brief as the “Principal” and jointly as “Contractual Partners”).
- 1.2 The following GTC are deemed applicable to all and any business operations and relations between the Contractor and the Principal and in particular but not limited to services covering IT operations, IT work performance, IT service, IT maintenance and support in the areas of automated data processing, drafting of organizational plans, program engineering, regulations of technical customer service as well as consulting and training services as far as no other deviating stipulations have been agreed in the respective contracts concluded by the Contractual Partners.
- 1.3 For Internet Service Providing (ISP) and for the allocation of transmission channels special Terms and Conditions (“GTC ISP”) apply complementary to these GTC. As far as legally permitted, the GTC ISP apply subsidiary to these GTC.
- 1.4 The general terms and conditions of the Principal are deemed not applicable except when the Contractor expresses their consent thereto explicitly in writing in an individual case. Should in such a case the GTC of the Principal contradict these of the Contractor, the GTC of the Contractor are deemed prevailing.

2 Deliverables

- 2.1 Deliverables are set forth in a separate contract concluded by the Contractual Partners (such as outline agreement, contract for work and labor, single assignment, software license agreement) and its annexes such as requirements specification.
- 2.2 All data, control figures, programs as well as any other details related to service performance supplied by the Principal must be in a condition suitable for service performance. The Contractor is not obliged to validate supplied data and information for their logical content. The duty to warn in terms of section 1168a of the Austrian Civil Code is deemed not incumbent on the Contractor.
- 2.3 All materials and documents are sent to the Contractor and/or their respective operating premises including temporary ones and back to the Principal at the cost and risk of the Principal. The same is deemed applicable to information transport using data remote transfer facilities.
- 2.4 Should the Principal request a modification of the agreed deliverables then the respective required effort will be charged by the Contractor at the respective current hourly rates.

3 Service Performance

- 3.1 The Contractor shall render their deliverables to a member of Raiffeisen Informatik Group or a subcontractor in accordance with the conditions and schedule agreed in a separate contract. Raiffeisen Informatik Group comprises the Principal and all subsidiaries of Raiffeisen Informatik GmbH & Co KG, in which a direct or indirect participating interest of more than 50%

- is held (incl. Raiffeisen Informatik Technical Services GmbH, Raiffeisen Informatik Consulting GmbH, bat-groupware GmbH, Raiffeisen Informatik SI d.o.o. [Slovenia] und Raiffeisen Informatik SK s.r.o. [Slovakia]).
- 3.2 Unless otherwise agreed, it is at Contractor's discretion to render contractual deliverables either at the business premises of the Principal or business premises of the Contractor or any other suitable premises (such as business premises of a sub-contractor). In the event that a specific place of service performance has been agreed (e.g. operation of IT services in a specific computer center), the Principal hereby agrees in advance to the unilateral change of the place of performance by Contractor provided such a change does not result in any unreasonable downgrade in the standing of the Principal and retention of the originally agreed place of performance would unreasonably prejudice the Contractor (e.g. if one of Contractor's places of operation is to be shut down or relocated).
- 3.3 The selection of staff to perform the material deliverables is incumbent on the Contractor who is deemed authorized to call in any third parties therefor.
- 3.4 The agreed deliverables are deemed handed over with the acceptance by the Principal at the agreed place of delivery which if in doubt is deemed the place of performance and/or deliverables rendering. Should the Principal not accept the agreed deliverables, these are deemed handed over to the Principal with their provision at the place of delivery at the agreed delivery time. Unless otherwise agreed, the deliverables are deemed handed over upon being passed on to the respective hauler. The risk is deemed passed to the Principal with the handover of the deliverables.
- 3.5 Unless otherwise agreed the performance of user tests and/or program tests is incumbent on the Principal whereby the Principal is to provide the test data themselves. User tests are deemed tests exceeding purely programming, functional and module tests of the Contractor and affecting the entire assignment.
- 3.6 The Contractual Partners are deemed responsible for supervision, control, and management of their respective deployed employees and sub-contractors during the entire rendering of deliverables.
- 3.7 The Contractor undertakes to properly backup the data and programs at the backup cycles set by the Principal. Backup of data on decentralized systems (external servers, workstations) is to be separately agreed.
- 3.8 Unless otherwise agreed, the responsibility for the fixing and the management of authorities of IT-applications which are included in the deliverables is incumbent on the Principal. This applies particularly for the compliance of principles of segregation of functions and duties (Segregation of Duty) within the systems of authorities. The Contractor is not obliged to verify and/or to monitor the compliance of segregation of duty. As far as the Principal requires the assistance of the Contractor for the management of authorities (e.g. deletion of administration authorities etc) the Principal has to assign the Contractor with these updates in writing accordingly.
- 3.9 The Principal undertakes to install security patches on their IT systems (i.e. minor software updates and small software corrections made available by software producers on a regular basis in order to ensure smooth operation of applications) especially when indicated by the producer. Should the Principal not meet their obligation to cooperate, the Principal shall be deemed to have accepted liability for the corresponding security risk.
- 3.10 Any responsibility for storage of posting records and compliance with all and any commercial and fiscal regulations related thereto is incumbent on the Principal.
- 3.11 Training including courses, workshops, seminars and similar can be held at the Principal's, the Contractor's or other premises as agreed and in dependency to its scope. Such training can be cancelled free of charge not later than 24 hours before the announced and/or agreed starting time. This is however not applicable to services purchased from any third

party vendor which cannot be cancelled (such as preparation of training materials, catering). Should the cancellation be effected afterwards or the Principal does not keep the schedule, then the full price therefor will be charged.

4 Pricing, Delivery Dates

- 4.1 Unless otherwise agreed, the delivery time is deemed to start with the date of offer acceptance respectively in the case of a non-binding offer - with the date of order confirmation, or when a matter is to be processed, with handing over of such to the Contractor.
- 4.2 The agreed prices will be quoted in Euros pursuant to the legal regulations. The current prices are to be found in the respective valid price list of the Contractor or the separately conducted contract.
- 4.3 The employee days as well as material and time details stated in the contract are deemed non-binding guidelines unless otherwise agreed. Quantity projections underlying such a guideline are based on appraisal of deliverables performed to the best of the Contractor's knowledge and belief. Should the Contractor determine in the course of deliverables rendering that the quantity projects will be exceeded by at least five percent (5%), then the Contractor shall inform the Principal thereof and adjust the details regarding material and schedule as well as employee days and the corresponding price.
- 4.4 All prices are stated ex works from the Contractor's premises (EXW). Costs of services not expressly contained in the contract as well as any applicable taxes, fees and charges will be charged separately.
- 4.5 Unless otherwise regulated, costs of traveling, overnight stay and traveling time incurred by persons appointed with the service rendering are to be borne by the Principal as far as the work cannot be carried out on the premises of the Contractor.
- 4.6 In the case of contracts for performance of a continuing or recurring obligation, such as maintenance agreement, and after a minimum

of one year contractual term the Contractor is deemed entitled – upon an increase of cost of labor and/or materials as well as other costs and fees – to correspondingly increase prices and charge such increased prices to the Principal starting with the beginning of the month following such an increase. Such increases are deemed accepted by the Principal a priori if they do not exceed annually five percent (5%).

- 4.7 All duties, fees, and taxes (in particular value added taxes) will be charged pursuant to the respective valid legal regulations. Should the competent bodies stipulate additional taxes or duties at a later point in time, such are to be borne by the Principal.
- 4.8 If the Contractual Partners assume that VAT exemption is applicable in accordance with section 6 subsection 1 item 28 of the Value Added Tax Act (UStG), the Contractual Partners shall confirm their awareness that application of tax exemption provisions under section 6 subsection 1 item 28 of the Value Added Tax Act depends on compliance with specific requirements both on the part of the Contractor and on the part of the Principal. They agree the following:

The Principal hereby declare that, with regard to any other services provided, they meet the requirements for application of tax exemption based on the legislation applicable at the time of contract conclusion (and its interpretation).

If the declaration submitted by the Principal proves to be inaccurate, the Contractor shall be entitled to invoice statutory VAT in addition to the agreed remuneration.

If, during the term of the contracts, the declaration submitted by the Principal becomes inaccurate for reasons other than a change in tax law (not only changes in the law, but also changes in application and interpretation), then the Contractor shall be entitled to invoice statutory VAT in addition to the agreed remuneration.

If tax law is amended during the term of the contracts (not only changes to the law, but also any retroactive amendments in application and

interpretation), then the Contractor shall be entitled to invoice statutory VAT in addition to the agreed remuneration. However, in such cases, the Principal shall be entitled to terminate the contractual relationship early (early termination for good cause).

- 4.9 The Contractual Partners mutually undertake to use their best endeavours within the limits of the law to establish a situation that continues to allow application of the tax exemption provision under section 6, subsection 1, item 28 of the Value Added Tax Act (or any applicable follow-on provision).
- 4.10 Delivery and performance times are deemed reasonably extended for the Contractor in cases of delay attributable to force majeure or any other circumstances outside the scope of influence of the Contractor and any unexpected events such as interruption of operations, strike, failure of a supplier, any sovereign measures, contract complements and/or changes as well as default of the Principal.
- 4.11 Partial deliveries and deliveries in advance are permissible unless these are commercially not reasonably usable for the Principal. The evidence of lacking usability is to be furnished by the Principal.

5 Terms of Payment/Retention of Title

- 5.1 Unless otherwise agreed, the invoices are presented monthly after service rendering. Invoices are deemed due on receipt with no deductions and exempt from charges. Should the Principal be in default with their payment, then default interest will be charged pursuant to section 456 of the Austrian Business Enterprise Code as amended starting with the day these were overdue.
- 5.2 The Contractor shall issue paper invoices or electronic invoices at their discretion. The Principal explicitly agrees with the transmission of electronic invoices.
- 5.3 Compliance with the agreed payment dates forms a major prerequisite of the performance of the contract by the Contractor. Non-compliance with the agreed payment dates entitles the Contractor to cease the ongoing

work and/or to withdraw from the contract after setting a period of grace. Any costs related thereto, such as reminder and layer fees as well as any loss of profit are to be borne by the Principal.

- 5.4 The Principal may only assert right of retention in case of counter-demands based on the same contractual relationship. Every order is deemed individual contractual relationship in ongoing business relations.
- 5.5 The Contractor is entitled to perform deliveries only against prepayment or sufficient collateral when reasons apply which make the performance by the Principal of a payment claim appear at risk.
- 5.6 The sold objects remain property of the Contractor until the agreed price therefor (including interest and costs) has been paid in full. The Principal is to bear the risk and provide for proper maintenance at their own expense during such period.

6 Warranty

- 6.1 The Contractor warrants for all services – subject to stipulation 6.3 – that they comply with service features agreed in the respective separate contract and its annexes and correspond to the deliverables.
- 6.2 The Principal acknowledges that consulting and product information meetings prior to and during contract conclusion solely serve the purpose of informing the Principal and contain no warranties as set forth by the warranty regulations.
- 6.3 Unless otherwise agreed the Contractor does not warrant compatibility of the software purchased directly by the Principal with the software operated and/or provided by the Contractor for the Principal.
- 6.4 The warranty period is deemed six months and starts with the handover of the deliverables; and should these be not accepted in good time with the provision of the deliverables and/or attempted handover of such.
- 6.5 The Principal is deemed obliged to inspect the deliverables. These are deemed approved if no

notice of defects is presented within a reasonable time. It is incumbent on the Principal to prove existence of a defect.

- 6.6 Should it be agreed that the Principal is to sign a handover/acceptance protocol, then such protocol is to be signed within four weeks from the day of deliverables handover. Should neither written complaint nor signing of the protocol be performed within this period, then the protocol is deemed signed with expiry of the aforesaid period. Apparent defects are to be immediately notified also in the case of agreed drafting of a handover/acceptance protocol.
- 6.7 The Contractor undertakes to remedy any defects covered by the warranty which were notified in writing by the Principal without delay, provided that these were demonstrably present at the time of handover to the Principal. The warranty for once-only occurring, non-reproducible, and non-continuous defects is however deemed excluded.
- 6.8 In case of defects which can be remedied the Principal may initially only demand a correction of such a defect. Should a defect not be remedied within a reasonable period or such remedy would incur an unreasonably high outlay, then the Principal is entitled to price reduction and if the defect is not a minor defect also to conversion of the contract. If the defect affects a divisible deliverable, the conversion may only be demanded only with respect to the defective partial deliverable.
- 6.9 Warranty is deemed waived when the deliverable has been modified, improperly installed, maintained, repaired, used, or exposed to unsuitable ambient conditions by a person within the sphere of control of the Principal, or when original technical components have been modified or removed, the product has not been maintained, or the Principal obtains software updates and upgrades from a third party (for instance through internet download), unless the Principal demonstrates in each case that such notified defect is not attributable to these circumstances.
- 6.10 Should the examination of a notice of defect

deliver the finding that no warranty case is applicable, the costs of such examination will be charged at the current hourly rates of the Contractor.

7 Liability

- 7.1 The Contractor is liable for all damages only pursuant to the following items:
 - a) the Contractor is deemed unlimitedly liable pursuant to legal regulations for claims arising from the Austrian Product Liability Act and intentional bringing about of damages;
 - b) the liability of the Contractor for gross negligence is limited, as far as legally permissible, to the contract value, at most to one million Euros (for non-recurrent obligations the contract value of the whole net contract value applies, for long-term obligations the net contract value of 12 months applies);
 - c) the liability of the Contractor for minor negligence is deemed excluded.
- 7.2 As far as legally permissible, the Contractor is deemed not liable for loss of profit, consequential damages, loss of earnings, frustrated expenditures, intangible damages, consequential damages of defects, damages attributable to claims of third parties and data loss as well as damages resulting from force Majeure or strike.
- 7.3 No liability for compensations is deemed applicable to non-compliance of the Principal with assembly, installation and operational conditions or instructions.
- 7.4 As far as the Principal renounces operating a test system, the Contractor is neither liable for damages to the system of the Principal which might have been prevented through deployment of a test system (for instance damages or downtimes occurring in the course of software release changes or during blackout tests) nor suffers the Contractor any prejudice therefrom. In particular, any downtimes occurring in this context will not be considered when calculating any agreed availability values and the due date of any agreed contractual penalties is not deemed brought about.

7.5 Clause 7.4 last sentence applies also in the event of insignificant interruptions and / or disturbances of the agreed services due to operational measures of emigration of the Contractor (e.g. transfer of server between two data center). The interruption respectively disturbance of the service is considered insignificant, if the ordinary business operations of the Principal are not or marginally concerned. (e.g. interruptions outside normal business hours of the Principal).

7.6 If the Principal fails to install a security patch pursuant to subsection 3.9, the following shall be applicable: in this case, the Contractor shall not accept liability or warranty and shall be held harmless and indemnified by the Principal in this regard. Furthermore, subsection 7.4 shall apply accordingly. If such incidents also affect any other infrastructure, the Contractor shall be entitled to migrate the jeopardised system to an isolated environment at the Principal's expense. The Principal shall bear any additional costs for such isolated operation. The Principal shall accept liability and warranty for any damage/loss occurring in the course of patch installations only within the scope of these GTC. Installation of patches by the Principal and any resulting outages shall not be taken into account in availability.

8 Curtailing over the Half

Pursuant to section 351 of the Business Enterprise Code, rescission of the contract concluded by the Contractual Partners on the grounds of curtailing over the half is deemed excluded.

9 Termination of the Contract

9.1 Unless otherwise agreed, contracts concluded for an indefinite period can be terminated through a registered mail letter or delivery by an electronic delivery service as set forth in sections 28 et seq. of the Austrian Law on Service of Documents by any of the Contractual Partners under observance of a six-month termination notice at the end of a calendar year. Contracts may be rescinded with immediate effect without observance of the termination notice and termination dates by a contractual

party if the other contractual party does not comply with their financial obligations resulting from such a contract for a period of fourteen days despite a reminder sent by registered mail.

9.2 If the Principal terminates the contract for reasons within the control of the Contractor then they only owe the price of that part of the received deliverables they can use.

10 Data Protection, Confidentiality

10.1 The Contractual Partners may have potential access to confidential information of the other party. The Contractual Partners undertake to maintain secrecy over confidential information, to neither make such accessible to any third party nor to publish such, and only to use this data within the scope of the contractual purpose. Confidential information shall mean any kind of information, in the sense that it is not, as a body or in the precise configuration and assembly of its components, generally known among or readily accessible to persons within the circles that normally deal with the kind of information in question including but not limited to ideas, concepts, know-how, etc. as well as any other information disclosed by R-IT to the Recipient in writing, electronically, orally or in any other form, irrespective if such information is marked or otherwise designated as confidential. Confidential information does not include information which (i) is or becomes generally known without breach of this agreement, (ii) is already in the possession of the Recipient without obligation of confidence, (iii) is independently developed, discovered or created by the Recipient as demonstrated by documents or other proof, (iv) that is disclosed by the Recipient with the prior written consent of R-IT, (v) that is required to be disclosed by mandatory Union or national laws or regulations or is in response to the order of a court or other authority with competent jurisdiction.

10.2 Notwithstanding the preceding stipulation, the Contractor is entitled to pass on confidential data to third parties as far as this is necessary for the performance of deliverables and the confidential data contain no personal data (for instance transfer of error logs, memory and database dumps to software vendor for the

purpose of error analysis).

- 10.3 In case the Contractor processes personal data of the Principal on its behalf, the Contractual Partners shall conclude an agreement on order processing in accordance with Article 28 GDPR. The Principal gives consent that the Contractor may commission subcontractors within the Raiffeisen Informatik Group (see definition in subsection 3.1). The Contractor shall inform the Processor on any intended changes concerning the addition or replacement of subcontractors. The Processor may object to such changes.
- 10.4 The Contractual Partners undertake to oblige their staff and other vicarious agents to observe secrecy pursuant to the applicable Data Protection Laws.
- 10.5 The Contractual Partners agree to immediately return any received materials and documents as well as to delete any erroneously received data and to treat such confidentially.
- 10.6 The Austrian Data Protection Act and the General Data Protection Regulation in the respectively valid version is deemed applicable to all data protection related merits.
- 10.7 The obligation to observe secrecy remains in force also after termination of the contract.
- 10.8 The Contractual Partners are released from the obligation to observe secrecy when they have been released therefrom in writing by the other party or mandatory legal stipulations contradict compliance with the obligation to maintain secrecy.

11 Data Usage for Marketing, Consent to Receive E-mail Advertisement

- 11.1 The Principal agrees that the Contractor uses transmission data for the purpose of marketing for the Contractor's telecommunication services, as well as in order to provide additionally beneficial services. The Principal may in writing, via fax or e-mail, revoke such approval at any time.
- 11.2 The Principal agrees to receive advertisement and information regarding the Contractor's products and services and those of business partners to an acceptable extent via e-mail. The

Principal may in writing, via fax or e-mail, revoke such approval at any time. The Contractor will ensure that the Principal can revoke his approval to receive further messages in any e-mail advertisement he receives.

12 Intangible Property Rights

- 12.1 The Contractor is deemed solely entitled to copyrights along with all the powers to the programs, documents, methods, work results, concepts and other drafted documents produced by the Contractor, also if and to the extent to which these results originated from the collaboration or requirements of the Principal.
- 12.2 Unless otherwise agreed, the Principal shall be furnished a non-transferable, non-exclusive, and locally unlimited right of use to these works. Unless otherwise agreed the right of use to the works ends automatically with the termination of the contract between the Contractual Partners underlying such right of use to the works.
- 12.3 The right of use to the works furnished to the Principal is deemed solely valid for their own business purposes also after the agreed remuneration therefor has been paid.
- 12.4 Software products from third party vendors (these are software products which have not been developed by the Contractor or third parties on assignment from the Contractor) are subject to copyrights and license terms and conditions of the respective third party vendor. The Principal is deemed liable for infringements of copyrights and license terms and conditions of the third party vendor and is to indemnify and hold the Contractor harmless against any non-compliance therewith. Unless otherwise agreed the license of the Principal to the software of third party vendors ends automatically with the termination of the contract between the Contractual Partners underlying such license granting.

13 Choice of Law/Agreement on Jurisdiction

- 13.1 Legal validity, interpretation, and performance of a contract concluded by the Contractual Partners are subject to Austrian law with the exception of the rules of the conflicts of laws and stipulations of the UN Convention on

Contracts for the International Sales of Goods.

13.2 All and any disputes arising from and in the context of the contract concluded by the Contractual Partners including disputes related to its conclusion, legal validity, amendment and termination shall be resolved by an arbitral tribunal called in specially for this purpose and comprised of three arbitrators pursuant to the stipulations of the Austrian Code of Civil Procedure as amended (sections 577 et seq.) whereby the decision of this tribunal is deemed final. Each contractual party will appoint one arbitrator within two weeks. If those do not reach an agreement regarding a chairperson within additional two weeks, the chairperson will be appointed by the President of the Plenum of the Austrian Chamber of Lawyers. The venue of the arbitration proceedings is Vienna and the language of the proceedings is German. If there is no voting majority pursuant to section 64, item 1 of the Austrian Code of Civil Procedure, the chairperson has the casting vote. In deviation of the section 580, subsection 1 of the Austrian Code of Civil Procedure, the request for arbitration and other written correspondence are deemed received on the day handed over to the recipient at their seat, or left there. Written correspondence may also be sent by facsimile with transmission confirmation and email.

14 Final Provisions

14.1 The Principal undertakes to refrain from any enticement and employment of Contractor's employees and employees of companies affiliated with the Contractor within the group, also through third parties, who have participated in the performance of the contract concluded by the Contractual Partners, during the term of such contract and twelve months after contract termination.

14.2 Unless otherwise agreed, the legal regulations applicable to business enterprises are deemed valid.

14.3 Any assignment or transfer of contractual rights or obligations by the Principal requires prior written consent of the Contractor.

14.4 The Principal shall furnish the Contractor - as far as required – free and secure access to their

business premises in the course of contract performance, and is willing to provide the required tools (e.g. room, telephone, PC) free of charge.

14.5 Should an individual stipulation hereof be or become fully or partly invalid, the validity of the remaining provisions is deemed unaffected thereby. The Contractual Partners shall collaborate in partnership to find a regulation as closely as possible corresponding to the invalid regulations; the same is deemed applicable to any loopholes herein.

14.6 Any amendments and complements to the contractual stipulations are to be made in writing; this is also deemed in particular applicable to any deviations therefrom. No subsidiary agreements exist.

14.7 The GTC are valid in their most recent version (available under www.r-it.at). The Principal will be notified in writing of any changes hereto. These are deemed approved if the Principal does not object to them within four weeks.