

General Terms and Conditions of Purchase, valid from 23.12.2022 for the delivery of products and goods, supply of services and performance of work to/for

Raiffeisen Informatik GmbH & Co KG
Hollandstraße 11+13, 1020 Vienna,
hereafter referred to as "R-IT"

1. Scope and subject of these General Terms and Conditions of Purchase (hereafter referred to as "GTCP")

- 1.1. These GTCP set out the terms and conditions for all legal transactions between R-IT and the SUPPLIER. They apply to all orders for the delivery of products and goods, supply of services and performance of work.
- 1.2. Upon acceptance by the SUPPLIER of an order placed based on these GTCP, the GTCP as amended shall automatically become part of the corresponding legal transaction. From the time of their initial application, these GTCP shall also apply to all other forms of cooperation, consultation, exchange of information, etc., between the two parties (in particular, but not only with regard to matters concerning liability and confidentiality), including in cases not directly connected with a specific legal transaction or order. The GTCP as amended are available online via <https://www.raiffeiseninformatik.at/>.
- 1.3. Orders with regard to clauses 1.1 and 2.1 may be placed in connection with or without a related individual contract. These GTCP shall also apply to all such individual contracts, irrespective of whether such contracts refer explicitly to the GTCP, unless the applicability of the GTCP is expressly waived.
- 1.4. Agreements concluded between the SUPPLIER and R-IT shall apply in the following order of precedence, beginning with the highest precedence:
 - i. **Individual contracts (orders) concluded by R-IT with the SUPPLIER**
 - ii. **Framework agreements**
 - iii. **GTCP**
 - iv. **Statements of work or similar documents, e.g. service descriptions and product specifications provided by a SUPPLIER**
 - v. **Agreement on order processing in accordance with Article 28 GDPR**
- 1.5. Legal and commercial terms referred to in a SUPPLIER's quotations or standard documents (e.g. statements of work, product specifications, etc.) shall only apply to the extent that they are referred to in the corresponding order and/or individual contract. In the event of any conflicts occurring between such terms and the terms included in the documents specified in points (i)-(iv) above, the latter shall take precedence in the above stated order. Any general terms and conditions of the SUPPLIER's business shall not apply.
- 1.6. Companies belonging to the same group of companies as R-IT ("SUBSIDIARIES AND AFFILIATES") are also entitled to use these GTCP, provided that the order in question makes reference to these GTCP. Quotations submitted by the SUPPLIER to R-IT shall be deemed to have been submitted to all SUBSIDIARIES AND AFFILIATES, so that such companies may accept a quotation in their own name and on their own account. By accepting or executing an order placed by a SUBSIDIARY OR AFFILIATE, the SUPPLIER expressly accepts these GTCP. In the following provisions, any reference to R-IT applies with any necessary modifications to all of its SUBSIDIARIES AND AFFILIATES.

2. Orders

- 2.1. Without exception, only written orders recognisably submitted by the R-IT procurement department are binding. SAP orders may be automatically submitted by e-mail and do not require a signature. Application of these provisions is not mandatory for orders placed by SUBSIDIARIES AND AFFILIATES.
- 2.2. Orders by phone or orders via e-mail (except SAP orders) are not binding and may not be accepted by SUPPLIER with reference to these GTCP, unless they are carried out by the procurement department as an urgent advance order, expressly designated as such.
- 2.3. Deliveries and/or services which the SUPPLIER renders according to a purchase order that does not meet the requirements as stipulated in this document have to be taken back by the SUPPLIER at his own cost and risk, if requested by R-IT. In particular, the SUPPLIER has to reimburse all payments already received without deduction and has to organize the return transport of goods delivered due to such orders.

3. Pricing, quotations, proposals, offers

- 3.1. All offers to R-IT must be sent to R-IT's procurement department. Unless otherwise agreed, the SUPPLIER must submit all quotations by e-mail to procurement@r-it.at. If the SUPPLIER makes an offer to R-IT without notice to R-IT's procurement department, the prices mentioned in the respective offer are deemed to be without any special discounts for R-IT and therefore remain subject to final discussion and negotiation.
- 3.2. The validity period of SUPPLIER's price lists has to be at least one month. New products or services may be added to a price list provided that the validity period remains unchanged or is extended.
- 3.3. R-IT may place orders based on price lists, individual quotations or related individual contracts. All taxes, duties, levies or any other costs which are possibly applicable to the delivery or service performance, such as hourly rates, mileage allowances, expenditures, incidentals, working parts etc., have to be separately and clearly stated in the price lists or in a specific offer. Unless otherwise agreed upon in writing (e.g. in the case of lump sums), all other costs (as defined above) shall be invoiced on the basis of the expenses actually incurred, as evidenced by the corresponding receipts. Where possible, a maximum limit for such costs shall be agreed as part of the respective order.
- 3.4. The parties agree that the applicable currency is EURO.

4. Terms of payment and invoices

- 4.1. Unless otherwise agreed, R-IT at its own discretion shall either settle invoiced amounts without deduction within 45 days, or within 30 days applying a 3% cash discount.
- 4.2. All invoices must be submitted to the R-IT accounting department either by postal service or by e-mail to buchhaltung@r-it.at.
- 4.3. The payment period shall begin either upon service provision in accordance with the contract or (in the case of an acceptance procedure as defined in section 7) upon acceptance by R-IT, or alternatively upon receipt of a formal invoice as defined herein. The later of these events shall be taken as the start of the payment period. Upon issue of the relevant payment order to the transferring bank, at the latest on the due date, R-IT shall be deemed to have made payment in good time. Any bank charges payable to the receiving bank are borne by the SUPPLIER.
- 4.4. Without prejudice to clause 4.3, R-IT can only make payments when both the invoice and the delivery note contain the information specified below. An invoice or delivery note that does lack even one of these pieces of information shall not be considered formal in the meaning of clause 4.3 and the payment period shall be automatically extended (without prejudice to the consequences outlined in these GTCP) to 30 days following the issue of a formal delivery note and/or invoice.

The following details must be included in the SUPPLIER's invoices and delivery notes:

- R-IT order number/contract number and order date
- Recipient, project title where applicable or specified in the order
- Item number, quantity and specification, and quantity unit as specified in the order
- Prices and discounts
- Delivery note number and date, or accepted progress report
- SUPPLIER's VAT number
- Indication as to whether the invoice is partial or final

- 4.5. All taxes, duties, levies or any other costs (including but not limited to bank service charges), which have not been clearly stated in specific offers, price lists or contracts, shall be solely borne by the SUPPLIER. The SUPPLIER undertakes to pay in due time and in full all accruing storage media and equipment fees within the meaning of § 42b UrhG. In the event that claims are asserted against R-IT on the basis of liability pursuant to Section 42b (3) (1) UrhG or any other legal basis, the SUPPLIER shall fully indemnify and hold R-IT harmless and waive any and all objections against R-IT to which the SUPPLIER may be entitled vis-à-vis the collecting society or any other authority or institution.
- 4.6. Indexation is excluded by mutual agreement, unless otherwise agreed upon in writing by the parties in exceptional cases.
- 4.7. R-IT is entitled to set off amounts payable to the SUPPLIER against receivables. R-IT may withhold payment of the entire invoice amount until any defects have been fully rectified. During the warranty period R-IT may withhold an interest-free amount of up to 10% of the contract value from the invoice amount in respect of possible guarantee claims. If such a right of retention is exercised, the terms of payment specified in clause 4.1 above shall be suspended.
- 4.8. Payment by R-IT represents neither implicit acknowledgement of the proper delivery of goods or provision of services by the SUPPLIER, nor a waiver of any of R-IT's rights, including warranty, guarantee or compensation rights.
- 4.9. Amounts payable by R-IT to the SUPPLIER in relation to legal transactions based on these GTCP may not be assigned, pledged or in any other way transferred to third parties without the written permission of R-IT. Should R-IT grant such permission, the SUPPLIER is required to pay to R-IT an administration fee of 2% of the total receivable in question.

5. Terms of delivery

- 5.1. Unless otherwise individually agreed upon in writing by the parties, all deliveries must be securely packaged for transportation and delivered free of charge (DDP in accordance with Incoterms 2020) to the agreed destination. Consequently, the SUPPLIER shall bear all transport, insurance and packing costs, as well as any other additional costs and fees arising in connection with delivery.
- 5.2. The transfer of risk – including in the case of delivery by postal service – shall take place upon delivery to R-IT at the agreed upon destination. Formal delivery notes must be included with deliveries, in accordance with the requirements stated above. Delivery notes must be attached to the delivery in such a way that they are accessible without the need to open the transport packing.
- 5.3. Deliveries shall be announced three working days before the actual delivery date to the recipient named on the order with an accuracy of two hours.
- 5.4. Deliveries to R-IT's location at Stadlauer Straße 66, 1220 Vienna (RDC) must additionally be announced at +43 1 99399-9374 at least 30 minutes before delivery.
- 5.5. Deliveries to R-IT's location at Computerstraße 4, 1100 Vienna (ESH) are only possible on weekdays between 7:00 a.m. and 6:00 p.m. and must be announced with a lead time of at least 24 hours and by stating the number and weight of the packages/pallets by e-mail to "zwrzdcis@r-it.at" and "wolfgang.weiss@ri-s.at".

- 5.6. Delivery bills must contain at least the following information:
- R-IT order number/contract number and order date
 - Name of the recipient, if applicable project title according to the order
 - Item number, quantity and specification, unit of quantity according to the purchase order
 - Delivery note number and date or accepted work/service report
 - Note whether it is a partial delivery or a final delivery
 - All other delivery information agreed in individual contracts, if applicable.
- 5.7. Deliveries which are late, unannounced or announced too late or which show incomplete delivery bills may not be accepted and will put the SUPPLIER in delay. All resulting costs shall be borne by SUPPLIER.

6. Supply of services

- 6.1. The SUPPLIER undertakes to execute all R-IT orders for goods and services itself. If this is not possible – for any reason whatsoever – the SUPPLIER is entitled to arrange for ordered goods to be delivered or ordered services to be supplied by qualified third parties at its own expense. However, the SUPPLIER must inform R-IT of such an arrangement and obtain the latter's written approval as early as possible.
- 6.2. The SUPPLIER is with regard to his working hours, place of work and the concrete execution of his work not subject to R-IT's directives or instructions. Nevertheless, the SUPPLIER undertakes to observe the given deadlines and is liable for the punctual and proper execution of the services.
- 6.3. The SUPPLIER shall perform his services using his own operating resources. In case the SUPPLIER needs access to R-IT's computer network and such access is not possible or not permitted with SUPPLIER's operating resources, R-IT shall provide the necessary equipment free of charge, unless otherwise agreed.
- 6.4. The SUPPLIER guarantees to exclusively engage trustworthy, professional and personal adequate qualified personnel or third parties to fulfil its obligations toward R-IT. Further the SUPPLIER guarantees to engage solely personnel whose employment is compliant with Austrian labour and social security law. The SUPPLIER is solely liable for the compliance with the applicable safety provisions for employees, the provision of adequate protective equipment and instruction of necessary protection measures.
- 6.5. The SUPPLIER guarantees that he is in possession of the necessary commercial licenses ("Gewerbeberechtigung") for all goods and services offered and/or provided by him and shall immediately inform R-IT of the loss of such licenses and shall cease the performance of his services / deliveries, irrespective of R-IT's possible claims, until the licenses have been renewed.
- 6.6. If the SUPPLIER is a natural person, the following shall apply: The SUPPLIER warrants that at the time a legal transaction is agreed (i.e. upon acceptance of the order) and for the entire period during which services are supplied, the services provided to R-IT are covered by the provisions of the *Gewerbliches Sozialversicherungsgesetz* (Social Insurance for Self-employed Persons Act), evidence of which must be provided by submitting the most recent proof of payment of social security contributions. If the SUPPLIER no longer has insurance coverage under the Act, it must inform R-IT immediately in writing, and must also cease the provision of services until such coverage has resumed. R-IT is therefore not obliged to register the SUPPLIER or its agents with a health insurance fund.
- 6.7. The SUPPLIER undertakes to comply with the code of conduct stipulated in Annex A, and to make his employees and auxiliary persons aware of that code, duly before their engagement for R-IT, R-IT's subsidiaries and affiliates, customers or partners. Further the SUPPLIER is obliged to comply with R-IT's individual written directives or instructions as far as they regard technical or personal safety.
- 6.8. The SUPPLIER is not entitled to make legally binding statements or to enter into obligations towards third parties on behalf of R-IT.

7. Acceptance

Unless alternative provisions for acceptance are agreed under an individual contract, the following shall apply:

- 7.1. in relation to program and system development services, interim or final acceptance shall take place following a defect-free trial period of at least four weeks. For this purpose, the SUPPLIER must provide a file containing the relevant test data or prepare such a file using data from R-IT. If defects occur during the trial period or the outcome does not meet the agreed specifications, the SUPPLIER must remove or rectify such defects immediately. Once any defects have been corrected or rectified, a new trial period shall begin. R-IT shall make every effort to document any defects or malfunctions which occur and make such information available to the SUPPLIER. If the involvement of R-IT is essential for the identification of defects, R-IT shall provide the SUPPLIER with the appropriate level of support, provided this does not affect R-IT's operating procedures and does not result in additional expenses for R-IT.
- 7.2. Once the SUPPLIER has provided all of the necessary goods and/or services, it shall present the goods and/or services to R-IT for final acceptance. If significant defects are identified or the provision of goods and/or services is incomplete, R-IT shall not accept the goods and/or services. Acceptance of all work provided by the SUPPLIER shall become legally effective once all of the agreed goods and/or services have been duly received by R-IT and accepted by the latter. Until this time all risk is borne by the SUPPLIER.
- 7.3. Joint records of all acceptance procedures must be kept; such records shall include information on individual defects and the deadlines/dates for their removal. These records must be signed by both parties.
- 7.4. Acceptance of partial deliveries or performance by R-IT does not exempt the SUPPLIER from its obligation to duly provide goods and services in full.
- 7.5. In the event that several deliveries or services are interdependent, or build on one another, such deliveries or services shall be treated as a single delivery or service, regardless of whether they were ordered separately. As a result, the SUPPLIER's activities and obligations are deemed to have been fulfilled upon final acceptance by R-IT.
- 7.6. A formal acceptance procedure in the meaning of the above provisions is not required in the case of delivery of standard products, or when such a procedure is not possible or not essential, owing to the nature of the goods or services.

8. Rescission, termination and suspension of legal transactions

- 8.1. Unless otherwise agreed upon, R-IT is entitled to withdraw from legal transactions such as orders and/or contracts, specifying the grounds for withdrawal in writing. In such cases, the SUPPLIER shall be entitled to compensation for services provided prior to the rescission of the contract. Section 1168(1) *Allgemeines Bürgerliches Gesetzbuch* (Austrian Civil Code) does not apply.
- 8.2. R-IT shall retain the right to terminate legal transactions based on orders or contracts, on reasonable grounds and with immediate effect, by providing the requisite written notification.
- 8.3. This applies particularly, but not exclusively, in case of the opening of insolvency proceedings against the SUPPLIER or if a petition for insolvency has been dismissed on the grounds of insufficiency of assets, if the SUPPLIER violates applicable statutory requirements or is in breach of other material contractual obligations, or if the SUPPLIER has connections to terrorist groups or is involved in acts of terrorism.
- 8.4. R-IT is also entitled to terminate the contract if the legal ownership of the SUPPLIER changes to such an extent that either (i) at least 50% of the shares in the SUPPLIER are transferred to a third party, or (ii) third parties exercise voting rights or managerial authority regardless of their equity holding in the SUPPLIER's organisation, and consequently exercise control over the SUPPLIER's business. Companies belonging to the same group as the SUPPLIER (pursuant to section 15 *Aktiengesetz* [Companies Act]) do not constitute third parties.

- 8.5. Any normal rights to termination must be agreed in writing on a case-by-case basis in the respective order or individual contract.
- 8.6. R-IT also reserves the right to demand that fulfilment of the contract be suspended. In such cases, the parties' mutual obligations shall be in abeyance. If the suspension lasts more than three months, the SUPPLIER shall be entitled to compensation for costs arising as a result of the suspension, excluding lost profits. To assert such claims, the SUPPLIER must provide a detailed list of the relevant costs. Compensation may not be claimed for any costs incurred during the first three months of the suspension.

9. Delay

- 9.1. If the SUPPLIER's delivery / performance of services is delayed, R-IT is entitled to either claim fulfilment of the contract or to set an appropriate grace period to fulfil the delayed obligation and terminate the contract with immediate effect if the delayed obligation has not been fulfilled within the given time period. In any case (i.e. including in the case of continued compliance with or withdrawal from the order or individual contract), R-IT is entitled to impose a contractual penalty of 0.5% of the CONTRACT VALUE (as defined in clause 9.2) per commenced day, up to a maximum of 20% of the CONTRACT VALUE. The contractual penalty is also due, if the delivery / service is accepted unconditionally by R-IT. This contractual penalty does not withstand the claim of damages exceeding the penalty.
- 9.2. In the case of one-off provision of services (i.e. a short-term agreement), the net order value (including any performance-related remuneration/bonuses and assuming target attainment of 100%) constitutes the CONTRACT VALUE in the meaning of these GTCP. For recurring services (i.e. long-term agreements such as rent, maintenance, ongoing servicing, etc.), the CONTRACT VALUE represents the net amount payable for the continuous provision of services for the duration of the contract. If an agreement for recurring services is concluded for an indefinite period, the CONTRACT VALUE is the net amount for the continuous provision of services over a period of 36 months.
- 9.3. Notwithstanding clause 9.1, the SUPPLIER must inform R-IT immediately about predictable delays and the reasons for it. If the SUPPLIER infringes this obligation he has to bear all costs that R-IT, a third party or he himself may incur and which are from the result of a delayed delivery / performance of service, including but not limited to special / extra transportation of goods (the same applies to partial deliveries which have not been mutually agreed upon).
- 9.4. The SUPPLIER shall bear all additional costs, damages and lost profits arising from delays to agreed transactions (in the meaning of section 919 Austrian Civil Code) for which R-IT is not responsible. These include all fees and expenses incurred to procure replacements, or in the event that replacements are not available, the entire costs of breakdowns and rescheduling.

10. Warranty and guarantee

- 10.1. The SUPPLIER generally assumes implied warranty. Supplemental to the respective legal provisions, the parties agree that a defect is deemed unrecoverable by all means if two attempts to correct the defect have failed. It is expressly noted that the warranty entitlement applies by extension to all work and services provided in the meaning of section 16 of these GTCP.
- 10.2. In case the manufacturer respectively the SUB-SUPPLIER of the SUPPLIER grants the SUPPLIER better or more warranties or guarantees than implied warranty requires, the SUPPLIER undertakes to pass these warranties and guarantees on to R-IT unabatedly. In any event the SUPPLIER grants the following guarantee, in addition to and notwithstanding the warranty entitlements specified above.
- 10.3. The SUPPLIER guarantees that goods and services supplied to R-IT shall be free of defects, in a condition that conforms to the contract, and function without error. This guarantee shall apply in respect of any and all defects, whether they were present on delivery and acceptance of the goods or services, or arise during the agreed guarantee period. The standard guarantee period for immovable items shall be five years, and in all other cases 24 months for each item.

- 10.4. Notwithstanding the foregoing R-IT is entitled to charge the SUPPLIER a contractual penalty (not subject to the right of judicial moderation) in the amount of 5 % of the CONTRACT VALUE for each defective delivery / performance of services which is not just minor.
- 10.5. Article 377 et seq. of the Austrian Commercial Code ("UGB") shall not apply. R-IT therefore is not obliged to transmit notices of defects in the meaning of such legal provision.

11. Liability

- 11.1. The SUPPLIER shall be liable for damage in accordance with Austrian law, and, where the place of performance is foreign territory, subordinately in accordance with the law applicable at the place of performance, without prejudice to provisions in these GTCP that stipulate additional liability.
- 11.2. The SUPPLIER undertakes to take out adequate insurance and to present suitable proof of such insurance to R-IT upon request.

12. Quality control and review of services performed

- 12.1. R-IT is certified according to the ISO 9001 and ISO27001 standards and expects the SUPPLIER to apply the comparable standards with respect to delivery, performance and information security.
- 12.2. The SUPPLIER shall inform R-IT regarding innovations, product optimizing possibilities, improved performance or software updates in a timely manner and free of charge. The SUPPLIER has to define appropriate processes (24x7 if not agreed otherwise) for the defect and malfunction reporting, tracking and escalation as well as name the relevant contact persons for all escalation stages, including telephone numbers, e-mail addresses and their time of availability. Applicable changes to those processes or contact persons have to be announced without delay in writing.
- 12.3. The SUPPLIER hereby entitles R-IT to audit SUPPLIER's order processing as well as the efficiency and quality of the service performance. This right to audit is limited to the business activities regarding R-IT. The audit and review of documentation shall enable R-IT to get a picture of the quality and security of the services performed and to comply with possible requirements of R-IT's customers.
- 12.4. Audits must be announced to the SUPPLIER two weeks in advance including the contact details of R-IT's contact person (auditor). The SUPPLIER then has to define a responsible contact person (audit partner) as quickly as possible to coordinate the concrete time schedule. The audit shall be conducted during usual working hours and in an efficient way so that it does not interfere with SUPPLIER's business activities.
- 12.5. The SUPPLIER hereby agrees to provide R-IT respectively their auditors' information and samples which are in need of protection, confidential or essential for the SUPPLIER as far as this information and these samples regard the contracts of R-IT or the fulfilment of services for R-IT. All documents and data requested by R-IT for verification purposes during the audit have to be handed over to R-IT within two weeks after the completion of the audit
- 12.6. The final audit report shall be issued by R-IT and shall be transmitted to the management of the SUPPLIER and R-IT electronically. If the final audit report contains certain measurements to be taken in the future, the implementation of the defined measurements may be verified in a separate audit. In case the parties agree to jointly adapt the draft version of the audit report, and the SUPPLIER does not make any comments on the draft issued by R-IT within two weeks after its receipt, the draft is deemed to be approved by the SUPPLIER.

13. Sustainability, environmental protection and product safety

- 13.1. R-IT expects the SUPPLIER to commit to sustainable business practices and to the protection of the climate and the environment. As part of this, the SUPPLIER will take ongoing measures to improve its impact on the planet. This includes, but is not limited to, setting and tracking specific targets for the SUPPLIER's entire corporate organization and for all members of the supply chain and implementing related measures. SUPPLIER will report on the measures implemented upon request.

- 13.2. The SUPPLIER undertakes to deliver or render only such products and services, which are in compliance with the Austrian environmental and safety regulations as well as with the generally accepted standards and safety values. The SUPPLIER has to inform R-IT in written form of any obligation that has to be met by R-IT from of using, operating, storing or disposing of products delivered. In this case the SUPPLIER shall reimburse all costs and efforts related to such exemption.
- 13.3. The SUPPLIER undertakes to comply with all safety regulations and all applicable European and national legal provisions ("ÖNORMEN", "IEC-, EN-Normen", industrial standards, etc.) considering the state of technology. If required by law (Austrian provisions for electrical engineering, electrotechnology-ordinance, etc.) or by generally accepted standards, goods delivered by the SUPPLIER have to be labelled with the "ÖVE-check" and / or the "CE-conformity" mark or with an equal approval mark accepted by the European Union. Dangerous products or substances have to be labelled according to regulations.
- 13.4. Certificates, technical data sheets, instructions, documentations or hazard notes, safety sheets, statutorily required certificates and confirmations regarding the obtaining of approval marks or conformity marks have to be handed over to R-IT contemporaneously together with the delivery of the respective goods at the latest. R-IT has to be informed proactively about renewals or changes.
- 13.5. Packaging has to be licensed according to the Packaging Ordinance. The SUPPLIER ensures that he or the previous manufacturer or distributor in the supply chain participates in an accredited collection or recycling system as required by the Packaging Ordinance (e.g. the SUPPLIER is a licensee of ARA Altstoff Recycling Austria AG).
- 13.6. Further the SUPPLIER hereby ensures that he has either paid the waste disposal fees according to the Battery Ordinance for all batteries and accumulators delivered to R-IT or that he or the previous manufacturer or distributor in the supply chain takes back the batteries and accumulators for disposal free of charge.
- 13.7. Generally, all waste materials resulting or remaining from SUPPLIER's delivery of goods or performance of services have to be disposed of by the SUPPLIER at his own costs and at his own risk. Upon request of R-IT, SUPPLIER shall further dispose of products delivered, free of charge.

14. Copyright, trademarks and design protection

- 14.1. The SUPPLIER concedes to R-IT spatially and temporally unlimited, exclusive and transferrable user rights ("Werknutzungsrecht") with respect to the results of the SUPPLIER's work created within the context of their activities for R-IT (including but not limited to software programs, documentation, methods, concepts and other created materials, etc.). R-IT is entitled to use such results for all current and future known means of use. In particular R-IT is also entitled to modify, reprocess, copy, publish and distribute the results of the SUPPLIER's work. The rights of use are transferred to R-IT at the point of time where results protected by copyright emerge in the course of contract fulfillment.
- 14.2. The SUPPLIER warrants that R-IT's use of the results of SUPPLIER's work (including any deliveries and products) does not infringe intellectual property rights or any other rights of third parties, otherwise the SUPPLIER is obliged to indemnify R-IT and to undertake everything possible to avert claims of third parties against R-IT. In particular, integrated software products shall in any case be fully licensed by SUPPLIER at its own expense or in the form of open source. If third party lodges a claim against R-IT with regard to intellectual property rights, R-IT shall inform the SUPPLIER immediately. In this case R-IT shall make decisions regarding (out-of-court) settlements or legal proceedings only with SUPPLIER'S express written agreement.
- 14.3. Referencing to R-IT, in particular the use of R-IT's trademarks and logos on SUPPLIER's website or in any other publication, is subject to R-IT's written approval. Unless otherwise agreed, such use is limited to the disclosure of the existing or previous business relationship with R-IT and the description of the performed services in general. The SUPPLIER has to comply with all of R-IT's applicable policies regarding the occurrence of the company name, trademarks and logos. R-IT is entitled to revoke the approved use at any time without cause.

- 14.4. The SUPPLIER undertakes to pay a penalty of EUR 10,000 (ten thousand euros) in each case of breach of the terms specified in clause 14.3; this shall have no effect on claims for damages in excess of this amount made by R-IT.

15. Special terms for software and digital services

- 15.1. If the SUPPLIER delivers software that is not developed specifically for R-IT, the SUPPLIER shall grant R-IT a transferable, geographically unrestricted right of use to such licences. Where payment of a one-time fee is agreed upon, this right of use shall also be without time restrictions. R-IT shall be entitled to use the software licences acquired for its own requirements and for those of its customers, on the basis of the agreed licence metrics and quantities.
- 15.2. In the case of goods with digital elements as well as in the case of digital services, the SUPPLIER shall also be liable for providing R-IT with such updates during the periods specified in § 7 (2) of the Verbrauchergewährleistungsgesetz (Consumer Warranty Act) as are necessary to ensure that the goods or the digital service continue to comply with the contract.
- 15.3. Irrespective of clause 15.2, the SUPPLIER also undertakes to ensure that R-IT has access to maintenance services for the software products supplied. Such software maintenance packages shall include an entitlement for R-IT to receive and install all future versions of the software in question (including all new versions with additional functions as well as all updates and upgrades).
- 15.4. The SUPPLIER shall ensure that maintenance of this kind, covering a period of five years from delivery of the licences, is offered on standard market terms for all software products supplied.
- 15.5. The agreed maintenance fee shall not be increased during the first 36 months of the term of maintenance. After this time, the SUPPLIER or the maintenance provider may increase the software maintenance fee by a maximum of 3% per year. A retrospective increase in the fee is excluded without exception.
- 15.6. Software products and all associated components such as installation files, updates, patches, documentation and license keys shall be made available to R-IT for downloading at any time for the duration of the contractual relationship and one year after its termination.
- 15.7. Clauses 15.2 to 15.6 shall apply with any necessary modifications to all software programmes that are developed, expanded or modified specifically for R-IT in accordance with clause 14.1.
- 15.8. If the SUPPLIER or the manufacturer of supplied software products is contractually entitled to audit or survey the use of the software licences (hereinafter referred to as an "Audit"), the following provisions shall apply in all events and shall prevail over the terms of such an entitlement:
- 15.9. The SUPPLIER must provide R-IT with 60 days' advance written notice of an Audit. Such notice shall clearly define the methods and tools to be used during the Audit, what area or which products or installed software will be audited, who will carry out the Audit as well as the proposed schedule and the Audit agenda.
- 15.10. An Audit may not impair R-IT's normal business operations or security, and shall be carried out during normal business hours without impairing capacity.
- 15.11. The costs of an Audit and of engaging auditors shall not be charged to R-IT and shall be borne by the SUPPLIER or software manufacturer.
- 15.12. Should it become clear on the basis of an Audit that additional licences must be purchased, R-IT shall have the express right to acquire such licences on the previous terms.

16. Special provisions for the supply of services and performance of work

- 16.1. Upon accepting an order for the supply of services or performance of work, to be invoiced on a time basis, the SUPPLIER undertakes to warn R-IT in good time if the ordered maximum invoice amount may be exceeded, and only to perform additional services or work after receiving an additional order in writing from the R-IT procurement department.
- 16.2. services purchased by release orders are triggered by the nominated contact person at R-IT, up to the agreed upon maximum amount.
- 16.3. Agreed rates shall be guaranteed by the SUPPLIER for a period of at least 24 months. If the SUPPLIER intends to increase the rates after this period, notification must be made in writing to R-IT at least four months before the planned increase takes effect.
- 16.4. The total time quoted in the individual contract shall in all cases be considered a maximum value, and R-IT shall be under no obligation to consume all of the agreed quantity.
- 16.5. R-IT expressly reserves the right to perform parts of services ordered for a project itself, or to arrange for a third party to perform parts of the work, or to provide the SUPPLIER with work already performed. Such documents and/or services provided by R-IT shall be examined by the SUPPLIER to determine their suitability for use in its provision of services.
- 16.6. Agreed rates shall be deemed to fully cover all costs and expenses that may be incurred by the SUPPLIER during or in connection with performance of the agreed services. Rates therefore also include all expenses, subsistence, travel costs and travel time.
- 16.7. If, in exceptional cases, invoicing of such expenses has been agreed upon in advance, travel expenses shall be charged to R-IT by the SUPPLIER at cost, insofar as they are not borne directly by R-IT. The SUPPLIER will make every effort to minimise travel expenses as far as possible, for example by using/booking the cheapest adequate accommodation and means of transport.
- 16.8. Unless otherwise agreed, services performed shall be invoiced at the end of each calendar month in accordance with the formal requirements specified in section 4. Invoices shall be accompanied by detailed, accepted progress reports and any relevant receipts for expenses.
- 16.9. To the extent that they are applicable, the above provisions shall apply with any necessary modifications to services provided and work performed for which a lump sum fee has been agreed upon.

17. Confidentiality and data misuse

- 17.1. Each party undertakes to keep all confidential information and documents disclosed to each other confidential and to use it solely as necessary for contract fulfillment. Further the parties shall take all necessary measures to avoid that such information and documents is disclosed to or becomes known and exploited by third parties. Persons, to whom such information necessarily has to be disclosed for contract fulfillment, are not deemed third parties in this context.
- 17.2. Confidential information shall mean any kind of data and information including materials, products, technologies, computer programmes, instructions, business plans, customer and distribution data, financial data, marketing concepts, etc., irrespective of whether such information has been disclosed in writing, orally, electronically or via any other medium.
- 17.3. The obligation to maintain confidentiality does not apply to information that is or becomes publicly known without the infringement of this agreement, that must be disclosed to court or federal / state authorities due to mandatory law and to information a party has verifiable received from a third party provided that the receiving party due to usage of trade and to the party's knowledge could reasonable assume that such information is not subject to an obligation to maintain confidentiality.

- 17.4. Confidential Information must not be copied or reproduced except for the purposes of contract fulfilment. Upon R-IT's request the SUPPLIER shall return the confidential information and / or destroy or procure the destruction of such information, including any copies thereof or any part or parts thereof and certify in writing that any destruction requested has been carried out. Any confidential information and any copies thereof which have been disclosed to the SUPPLIER for the purpose of contract fulfilment, have to immediately be returned after fulfilment of the respective contract. The parties undertake to return information disclosed inadvertent and to keep such information confidential.
- 17.5. The SUPPLIER undertakes to engage only persons / subcontractors for the purpose of contract fulfilment, who executed a contract with the SUPPLIER which obliges them to comply with this confidential agreement, R-IT's Security Requirements for Suppliers and Code of Conduct (both accessible via <https://www.raiffeiseninformatik.at>), the Austrian data protection act ("DSG") as well as the General Data Protection Regulation ("GDPR") in the respectively valid version, the provisions regarding insider information according to the Austrian Stock Exchange Act ("BörseG") and – if applicable – with the Austrian Banking Act ("BWG"). The SUPPLIER further undertakes to disclose confidential information to his employees / subcontractors on a need to know basis only.
- 17.6. Insofar as the SUPPLIER gains access to and/or insight into Personal Data, the SUPPLIER acts as Processor or Sub Processor (as defined in the GDPR) when processing and using such data according to orders. In this case the SUPPLIER shall conclude an agreement on order processing in accordance with Article 28 GDPR. If R-IT does not provide such agreement the SUPPLIER shall inform R-IT immediately. In all matters regarding data protection the DSG, the GDPR and the BWG are applicable in the respectively valid version. Both parties have to act with stringent care, as usual in the banking sector.
- 17.7. R-IT is not obliged to provide or disclose confidential information to the SUPPLIER. Nothing contained in this agreement shall be construed as granting or conferring any rights by licence or otherwise, expressly, impliedly, or otherwise in relation to the confidential information. The SUPPLIER must not develop or design similar or competing products on the basis of confidential information disclosed by R-IT.
- 17.8. The SUPPLIER undertakes to keep this and any other agreement as well as the fact that R-IT grants access to its premises or systems confidential. Publications of any kind related to contract fulfilment are subject to R-IT's written approval.
- 17.9. The SUPPLIER is liable for the compliance with the statutory obligations and the obligations contained in this Agreement. The SUPPLIER is aware that R-IT is entitled to file an action for interim injunction supplemental to other claims or remedies if an infringement of this Agreement is imminent or has already occurred.
- 17.10. The SUPPLIER is obliged to pay to R-IT a contractual penalty in the amount of EUR 25.000,- for any infringement of this confidentiality agreement, even if such infringement was not culpably caused by the SUPPLIER. This contractual penalty does not withstand the claim of damages exceeding the penalty.

18. Code of conduct in respect of social responsibility and responsible behaviour

- 18.1. R-IT conducts its business honestly, fairly and transparently. Compliance with the law and ethical principles is a matter of course for R-IT. R-IT expects all of its SUPPLIERS to take the same approach. In addition, social engagement and climate and environmental protection are priorities for R-IT.
- 18.2. The SUPPLIER warrants compliance with all legal requirements and acts in accordance with R-IT's Code of Conduct ("COC") (<https://www.raiffeiseninformatik.at>). In this regard the SUPPLIER also undertakes to comply with the provisions of the International Labour Organisation (ILO) on the rights of workers and working conditions (including upholding human rights, the abolition of child labour and forced labour, upholding minimum standards of workplace safety and health protection, and guaranteeing reasonable remuneration) in connection with the provision of agreed services. The SUPPLIER undertakes to demonstrably require its subcontractors to also comply with such standards.

- 18.3. The SUPPLIER hereby declares that there is no intermediary that would gain personal or economic advantage from conclusion of an agreement between the SUPPLIER and R-IT.
- 18.4. The SUPPLIER undertakes to avoid conflicts of interest with respect to R-IT and related Raiffeisen companies and not to take any action that could damage R-IT and/or related Raiffeisen companies, including any action that could damage their reputation.
- 18.5. R-IT rejects all forms of bribery and corruption. In this respect the SUPPLIER undertakes not to request, accept, offer or provide illegal or unethical gifts or other benefits.
- 18.6. Breach of the terms of the code of conduct referred to above shall constitute reasonable grounds on which R-IT shall be entitled to render null and void all or selected transactions, partnerships, contracts, etc., with immediate effect. In such case, SUPPLIER shall lose any claim to the agreed remuneration and shall be liable for all disadvantages and bear all additional costs incurred by R-IT as a result of the breach of the provisions of this Code of Conduct and/or the termination of the contract.

19. General terms

- 19.1. The headings used for sections of these GTCP are provided for purposes of expediency only and have no bearing on the interpretation of terms and conditions. All references to legal provisions refer to such provisions as amended or re-announced, irrespective of whether amendments and re-announcements are adopted before or after the date of the order and/or contract in question.
- 19.2. This Contract shall be governed by and construed in accordance with the laws of the Republic of Austria with the exception of its conflict of law rules and the Vienna Convention on the International Sales of Goods ("UN-Kaufrecht").
- 19.3. The parties agree to seek practicable and amicable solutions out-of-court in all questions of the execution of these GTCP and their collaboration. If this should fail, the venue for any disputes arising from and in the context of this Agreement, including disputes related to its conclusion, legal validity, amendment, and termination, is deemed solely the competent court in Vienna, Inner City.
- 19.4. Should any provision or part of a provision of this GTCP be or become invalid or unenforceable, or should this Agreement contain an unintended contractual gap, then the validity or enforceability of the remainder of the Agreement shall not be affected. Any such invalid or unenforceable provision shall be deemed replaced by, or any gap deemed to be filled with, an appropriate provision, which, in accordance with the economic purpose and objective of the provision and/or Agreement and as far as legally permissible, shall come closest to the parties' original intention, or that intention which the parties would have had, had they considered the issue. Changes to and amendments of this GTCP, including this clause, must be made in writing signed by all of the parties hereto and annexed to this Agreement.

The parties undertake to pass on all rights and duties of or in connection with this Agreement to their legal successors.

R-IT shall furthermore be entitled to assign its rights and duties under transactions and associated contracts based on these GTCP to SUBSIDIARIES AND AFFILIATES, without the prior agreement of the SUPPLIER.

Annex A to the General Terms and Conditions of Purchase

Rules of conduct and access for SUPPLIERS of Raiffeisen Informatik

- The supply of services and the performance of work have to be rendered in compliance with the relevant laws as well as in compliance with the house and work rules.
- Even if such access was granted, Premises and/or systems of R-IT and R-IT's customers may only be accessed, for the purpose set out in such an Agreement. It is strictly forbidden to access or to attempt to access the foresaid premises and/or systems without R-IT's approval.
- R-IT's fire protection regulation must be followed. A data sheet concerning the fire protection regulations has been posted in every room. Smoking is only permitted in the designated open-air smoking areas. Within the building, smoking is strictly prohibited. System operating rooms are equipped with gas-based fire extinguishing systems. In case of a fire alarm or if gas is being emitted by the extinguishing system the room has to be evacuated immediately, due to imminent health hazards.
- Each access authorization is personal and cannot be reassigned or transferred. Keys assigned (including access tickets, tokens, etc.) may not be reassigned or made accessible to third parties by being kept in an unsafe manner. Keys may not be kept in a way that connects the keys to the company (e.g. by company keychain, labeling, etc.). If keys are handed out by the doorman, they need to be returned upon leaving the building. Assigned keys have to be kept safely. If a key gets lost, R-IT has to be informed immediately.
- The building may only be accessed for the time necessary for contract fulfillment. External identification such as a uniform or an ID is obligatory.
- It is prohibited to give other persons access to areas which have been opened by SUPPLIER's personnel with keys issued to them (e.g. by keeping doors open, allowing others to use secured or locked elevators etc.). Guests have to be instructed to register with the doorman.
- If no R-IT employees are present when the SUPPLIER's personnel leave a room, they have accessed to fulfill contractual obligations, all doors must be closed and locked, regardless of whether the rooms were open before. Windows in offices and meeting rooms as well as in halls must be closed and the lights must be turned off. Check-out at the doorman is obligatory.
- Propping a door open that is secured with an automatic closing device is prohibited. All doors that are found propped open must be closed.
- Taking photos or films within the building is not permitted.
- Documents must be disposed of in a manner that ensures their confidentiality. The file destruction containers provided are to be used for disposing of internal or confidential documents, technical records and notes etc. Within the offices the blue and green labeled garbage containers must be used.
- The SUPPLIER is obligated to instruct personnel to notify without delay a representative of R-IT (employee, doorman, security personnel) of any security relevant observation, including but not limited to:
 - broken or non-functional locks, doors or windows
 - defective equipment or observed malfunctions (e.g. on fittings, water leakages, smoke, smell, etc.),
 - the existence of any form of danger, as well as found valuables, keys, access cards, tokens, etc.

These rules are applicable at all R-IT premises as well as to those of R-IT's customers and partners to which the SUPPLIER obtains access during his contractual relationship with R-IT.