

1. Subject matter of agreement

- 1.1 These Terms and Conditions of Contract supplement the corresponding order (together the "*Contract*") for the provision of IT services (the "*Services*") by the Contractor to the Customer.
- 1.2 If the Contractor confirms an order in a manner which deviates from the Customer's contractual terms, then only the Terms and Conditions of the Customer shall nevertheless apply even if the Customer does not object to the deviating or conflicting terms and conditions. Deviations from or additions to Customer's Terms and Conditions shall only apply to the extent the Customer has expressly acknowledged them in writing.
- 1.3 If this English version conflicts with the German version, the German version shall be exclusively binding.

2. Type and scope of Services

- 2.1 The Contractor shall perform the Services pursuant to the state of the art current at the time the Contract is concluded and using personnel who are qualified to perform the Services.
- 2.2 The Contractor shall inform the Customer of relevant changes in the state of the art where these impact the manner in which the Services are performed.

3. Orders and confirmation

- 3.1 Orders shall only be deemed valid where they are placed in writing. Oral ancillary agreements to orders shall only be deemed binding when they are confirmed in writing. The foregoing shall also apply to any subsequent amendments and additions.
- 3.2 [Digital copies of orders and other contractual documents stored on unchangeable data storage media have the same evidentiary value as the respective original documents.
- 3.3]The Contractor shall notify the Customer without undue delay and in writing in respect of changes to and/or extensions of the scope of the Services which prove necessary in the course of execution of the Services. They shall require Customer's prior written consent.

4. Cooperation of the parties

- 4.1 The Contractor shall designate a competent contact person who is able to provide the necessary information and make decisions on behalf of the Contractor. Instructions of the Customer concerning the Services being performed shall be communicated exclusively by that contact person.
- 4.2 All persons (including subcontractors commissioned by the Contractor and their employees) the Contractor deploys in the performance of the Services to the Customer (the "*Personnel*") shall, in organisational terms, remain the employees of the Contractor or its subcontractors, irrespective of whether they are deployed at the Customer for an extended period of time. The Contractor has the sole authority to instruct its Personnel and shall manage its Personnel independently. The Personnel do not enter into an employment

relationship with the Customer, nor even where they perform the Services at its premises. In circumstances where the Services are being performed within Germany, the Contractor is obligated to produce a permit for the supply of temporary workers before the Services are commissioned without demand by the Customer.

- 4.3 Where Personnel are deployed who are not nationals of an EU Member State, the Contractor must submit corresponding appropriate residence or work permits to the Customer prior to their commencement of work.

5. Service delivery periods

- 5.1 The Contractor shall inform the Customer without undue delay and in writing where circumstances arise or it becomes aware of any circumstances from which it appears that agreed deadlines cannot be met.
- 5.2 The Contractor may only rely on a failure to receive necessary documents to be supplied by the Customer where it has not received such documents within a reasonable period despite their written request.
- 5.3 The public holidays relevant in the performance of the Services are the respective national statutory/bank holidays where these are being performed or, in circumstances where performance occurs within Germany, the statutory holidays of North Rhine-Westphalia (*Land Nordrhein-Westfalen*).

6. Replacement of Personnel

- 6.1 Personnel may only be replaced following Customer's prior written consent. If the replacement Personnel require training, then this shall be at the expense of the Contractor.
- 6.2 The Customer may demand the replacement Personnel if they have repeatedly breached contractual obligations.
- 6.3 The costs arising as a result of the replacement of Personnel shall be at the expense of the Contractor.
- 6.4 The reassignment of any deployed Personnel to a higher qualification level is not permitted during the term of this Contract.

7. Rights to the work product of the Services

The Contractor grants the Customer the exclusive, transferable and sublicensable right, unlimited in geographical scope and time, to use the work product produced in the performance of the Services and in particular to use the agreed interim work product, training documentation and work aids. The foregoing also includes the right of the Customer to pass on the work product to third parties by way of transfer, which may be gratuitous or for consideration and for a limited or unlimited period of time.

8. Services contributed by the Customer

- 8.1 Any services being contributed by the Customer must be agreed expressly and in writing.
- 8.2 Where the Contractor requires access to Customer software or hardware in order to perform the agreed Services, it may only do so following prior written

agreement in accordance with the terms and conditions of the Customer.

8.3 In this respect, lead times must be taken into account.

9. Performance recording and consideration

9.1 Unless otherwise agreed, the consideration applicable for the Services is that which is required for their performance on a time and materials basis. Unless otherwise agreed, timekeeping and invoicing must be recorded on a quarter-hourly basis. Costs of materials will not be reimbursed separately.

9.2 The Contractor's Services shall be invoiced from the 1st of the previous month to the last day of the calendar month (the "Service Period").

9.3 Invoicing shall be based on performance records which, unless otherwise specified in the order, shall be prepared each month on the basis of Customer's CAT performance recording system. For this purpose, Personnel shall record the hours worked for the Customer up to the last day of the calendar month. The recording of hours worked must be entered on at least a weekly basis. Upon commencing work, the Personnel will receive the relevant accounting rules from Customer's project manager (the "Project Manager").

9.4 The hours recorded and released are subject to the Project Manager's approval at the end of the Service Period.

9.5 On the basis of the approved times, the Contractor shall issue an invoice for the relevant Service Period within a four-week period, unless it is agreed that the Contractor will participate in the Customer's credit note procedure. Invoicing should be itemised and broken down by project and shall quote the PSP project numbers or CS order numbers which may be obtained from the Project Manager. The approved performance records should be attached to the invoice.

No other type of performance records will be accepted by the Customer.

9.6 Every invoice must separately itemise the legally prescribed amount of VAT. Originals of invoices must be sent by preference either 1) by e-mail to invoice-ger@uniper.energy or 2) by post in hard copy to the invoice address Uniper SE, PO Box 7500, 12678 Berlin (the Customer or any other Uniper company specified in the order must be indicated as recipient of the Services). In addition, order numbers and the respective order item must be specified and invoicing documentation must be attached.

9.7 Incidental costs (net of deductible input tax) can only be reimbursed if this has been expressly agreed in the order and upon submission of the original receipts.

9.8 If recorded and released times are not approved by the Project Manager in accordance with section 9.4, the Contractor must raise any objections without undue delay.

9.9 To the extent that the Contractor does not meet the deadline for recording the times served in the CAT

system or another performance recording system as specified in section 9.3, the remuneration for the times recorded late shall not be due for payment.

10. Infringement of IP rights

The Contractor warrants that no intellectual property or copyright of third parties will be infringed by the contractual Services. The Contractor shall indemnify and hold the Customer (including other companies of the Uniper Group) harmless against any possible third party claims for infringement of such rights.

11. Liability

The Contractor shall bear liability pursuant to the statutory requirements for intent and negligence [*Vorsatz und Fahrlässigkeit*]. It may not invoke § 831(1) second sentence of the German Civil Code [*Bürgerliches Gesetzbuch - BGB*].

12. Subcontractors

12.1 The Contractor may not assign its obligations under the Contract, whether in whole or in part, to subcontractors without the Customer's prior written consent, nor subcontract the Services assigned to it. If the Customer consents to the use of subcontractors, the Contractor must impose all of the obligations on the subcontractors which the Contractor itself has assumed *vis-à-vis* to the Customer, and ensure that they comply therewith.

12.2 The Contractor may not prevent its subcontractors from concluding agreements with the Customer for other services.

12.3 If the Contractor deploys subcontractors without Customer's consent, the Customer shall have the right to withdraw from the Contract and to demand damages in lieu of performance.

13. Performance of Services, work safety

13.1 In addition to the Customer's corporate rules and policies, the Contractor must, in particular, also observe the generally recognised rules on health and safety and occupational health.

13.2 The Customer keeps records of occupational accidents and accidents on the way to and from work of its own employees and third party Personnel working for it. This record keeping is intended to improve occupational safety. If Personnel deployed by the Contractor or one of its subcontractors suffers an accident on the way to or from the place of performance of the Services (accident on the way to or from work) or at the place the Services are performed (industrial accident), the Contractor shall inform the Customer in writing and provide further details thereof to the local health and safety officer of the Customer. The aforementioned accident report to the Customer shall not relieve the Contractor of its existing statutory notification obligations, such as, in particular if the Services are being performed within Germany, the obligation to notify the relevant employers liability insurance association [*Berufsgenossenschaft*].

13.3 The Customer attaches overarching importance to social responsibility in connection with its commercial

activities and for this reason participates in the "United Nations Global Compact" initiative. This initiative is based on ten fundamental principles intended to render the globalization process more socially and economically compatible and to prevent corruption. These principles are included in the document supplier code of conduct and it may be downloaded from the Internet at <https://www.uniper.energy/de/unternehmen/einkauf/allgemeine-einkaufsbedingungen>. The Contractor undertakes to comply with these principles.

14. Insurance

The Contractor must maintain liability insurance cover upon terms and conditions customary in the sector (minimum cover of EURO 1.5 million per event of loss) for the duration of the Contract. The Contractor must provide evidence to the Customer of its compliance with its obligation upon the Customer's demand; any lower amounts of cover must be agreed individually with the Customer.

15. Assignment; right of retention

- 15.1 The Customer is entitled to transfer the contractual rights and obligations in whole or in part.
- 15.2 Assignments as well as any other transfers of the rights and duties of the Contractor are prohibited except where covered by the scope of § 354a of the German Commercial Code [*Handelsgesetzbuch - HGB*]; any exceptions to the foregoing shall require the Customer's written consent.
- 15.3 The Contractor may not assert a right of retention or lien under this contractual relationship if such rights are based on other contractual relationships with the Customer.

16. Confidentiality

- 16.1 The Contractor shall handle all information provided to it by the Customer in connection with the order as confidential without limitation and use this exclusively for the performance of the Contract. Confidential information within the meaning of this provision shall include documents, specifications, data as well as other information which is either designated as such or is to be regarded as confidential by its nature.
- 16.2 To the extent that Personal Data is included in confidential information, its use shall be governed by the provisions in section 17. In the event of a conflict between the provisions in this section 16 and the provisions in section 17, the provisions in section 17 shall take precedence in respect of Personal Data.
- 16.3 The Contractor shall afford access to the Customer's confidential information only to Personnel, subcontractors and suppliers engaged in providing Services under this Contract which are under equivalent confidentiality obligations. Upon the Customer's demand, the Contractor shall provide evidence that such back-to-back obligations are in place accordingly.
- 16.4 All information provided by the Customer shall remain the property of the Customer. The same shall also apply to any

copies of such information even where they are produced by the Contractor. The Contractor shall have no right of retention or lien regarding the information, copies or data carriers.

- 16.5 The information provided by the Customer must be returned to the Customer completely and without demand after performance of the Services upon Customer's demand, but in any event no later than such time as the Contract has been completely performed and the limitation period for the claims related to the breach of contractual duties has expired, except where statutory duties of document retention otherwise require.

- 16.6 The Contractor shall inform the Customer without undue delay in the event of any indications that any of the terms of this section have been breached.

- 16.7 The obligations under this section shall survive the termination of the Contract.

17. Data Protection, Data Security, Commissioned Data Processing

- 17.1 The Contractor is obligated to comply with statutory provisions on data protection (e.g. the EU General Data Protection Regulation, German Federal Data Protection Act, German Telecommunications Act) and to guarantee and monitor compliance with these provisions subject to the following provisions of this section 17.

- 17.2 The Contractor shall only process Personal Data by way of commissioned data processing subject to instructions pursuant to Art. 28 GDPR ("*Commissioned Data Processing*") on behalf of the Customer to the extent necessary to comply with the obligations of the Contractor under the order. The scope of the order in this respect also includes all annexes and documents to which the order refers.

- 17.3 The type of data to be used by the Contractor in scope of the Commissioned Data Processing and the categories of data subjects concerned are listed in the order or in an annex to the order ("*Personal Data Annex*").

- 17.4 Personal Data for the purposes of these Terms and Conditions also includes Personal Data that the Customer itself processes on behalf of a third party and makes available to the Contractor, insofar as the Customer makes use of Contractor to fulfill its obligations as concerns such third party.

- 17.5 Even in the case of Commissioned Data Processing, the Customer shall remain in control and responsible for the Personal Data. The Contractor will not be entitled to withhold the Personal Data including the data carriers and documents that contain such data.

- 17.6 Commissioned Data Processing comprises those actions with regard to the Personal Data which are necessary for fulfilling the Contractor's obligations under the order and which are specified in the order. The access to data files and the right to Commissioned Data Processing will be granted only if and to the extent that it is required to duly perform the above-referenced obligations. The Contractor shall not be permitted to use the data in any other way. In particular, the Contractor may not make any copies or

duplicates of the data without the knowledge and approval of the Customer.

- 17.7 The duration of the Commissioned Data Processing is limited to the term of the Services to be provided by the Contractor under the order.
- 17.8 The Customer is entitled to issue instructions to the Contractor regarding the type, scope and procedures for Commissioned Data Processing, and the data security measures to be put in place for this purpose. The Contractor is only entitled to engage in processing the Personal Data pursuant to the instructions issued by the Customer. If the Contractor is of the opinion that an instruction issued by the Customer violates statutory provisions regarding data protection, then it must notify the Customer of this without undue delay.
- 17.9 The Customer's power to issue instructions and exercise control under the order and this section 17 may also be exercised by another person authorized by the Customer.
- 17.10 The Commissioned Data Processing must take place exclusively in the territory of the Federal Republic of Germany, in a Member State of the European Union or in another state within the European Economic Area. Any relocation to a third country requires the prior written consent of the Customer.
- 17.11 Changes to the subject matter, the scope, type, duration or of the purpose of the Commissioned Data Processing, or of the category of data subjects, require a corresponding written agreement between the Contractor and the Customer.
- 17.12 The provisions governing Commissioned Data Processing continue to apply in the event that the Contractor performs reviews or maintenance on automated procedures or data processing facilities for the Customer and access to Personal Data cannot be prevented during such a procedure.
- 17.13 The Contractor guarantees adequate data protection to ensure the confidentiality, availability, resilience and accuracy of Personal Data and monitors compliance with the technical and organizational safety measures specified in the order in accordance with Art. 32 GDPR. The Contractor shall ensure, by putting in place appropriate safeguards, that access to Personal Data is strictly limited to those employees who need access in the context of the purpose and tasks for which they are provided. Furthermore, the Contractor warrants that Personal Data collected for different purposes will be capable of being processed separately. In addition, the Contractor warrants that the following Personal Data will be processed separately:
 - the data of the Customer,
 - the data of the Contractor, and
 - the data of the Contractor's other clients.

Prior to the start of the Commissioned Data Processing and subsequently in the intervals defined in the order or in an annex to the order, as well as at any time upon request of the Customer, the Contractor shall provide

written proof that it complies with the technical and organizational safety measures pursuant to the order or to an annex to the order. The Contractor is obligated to provide the proof by submitting to the Customer in each case written documentation in a form which enables the Customer to perform the monitoring obligations incumbent on the Customer in accordance with Art. 28(3) GDPR. The Contractor must adapt the technical and organizational safety measures depending on technical progress at least every 2 years and then have them approved by the Customer.

- 17.14 Due to technical progress and the expected developments in legislation, the need may arise to adapt the implemented technical and organizational measures to such technical progress and legislative developments. In this case, the Contractor is authorized to implement adequate alternative technical and organizational measures to make the adaptations to the technical progress. In doing so, the new measures may not drop below the safety level of the technical and organizational safety measures defined in the order or in an annex to the order. Material changes must be documented and notified to the Customer without undue delay. The Contractor must implement the necessary adaptations of the technical and organizational safety measures to the amended statutory requirements without undue delay. The essential adaptations must be documented and notified to the Customer without undue delay.
- 17.15 The Customer, or the controller (on behalf of whom the Customer in turn acts as commissioned data processor) as the case may be, is responsible for assessing the permissibility of the data processing system as well as for safeguarding the rights of the data subjects under the relevant data protection legislation. In the event that the Customer, or the controller (on behalf of whom the Customer in turn acts as commissioned data processor) as the case may be, instructs the Contractor to correct, delete or block Personal Data, the Contractor shall follow such instructions in full. If a data subject asserts rights against the Customer, or the controller (on behalf of whom the Customer in turn acts as commissioned data processor) as the case may be, the Contractor shall perform all necessary acts to fulfill the obligations of the Customer to the data subject without undue delay.
- 17.16 The Contractor shall appoint a data protection officer in accordance with applicable law or, if the appointment of a data protection officer is not required under applicable law, another representative officially responsible for the data protection aspects of the processing of Personal Data and shall promptly notify the Customer of his current contact details. The data protection officer shall have the necessary expertise and reliability and shall work towards compliance with the provisions on data protection. The Contractor shall inform the data protection officer about the Commissioned Data Processing.
- 17.17 The Contractor is obligated to ensure that it communicates the instructions issued by the Customer to all employees who have access to the Personal Data in

connection with the performance of the contractually agreed obligations of the Contractor pursuant to the order. Moreover, the Contractor is obligated to prohibit such employees – even for the period following their employment – from processing or otherwise using the Personal Data contrary to the instructions of the Customer or for purposes other than those related to performing the contractual duties for the Customer (data secrecy). The obligation to maintain data secrecy shall be imposed upon the employees before the Commissioned Data Processing is commenced. The Contractor undertakes to prove in writing (upon request) to the data protection officer appointed by the Customer that this obligation has in fact been imposed.

- 17.18 The Contractor may only commission subcontractors to the extent that the order expressly allows for the same in keeping with section 12 of these Terms and Conditions. The Contractor shall select the subcontractor with care and make sure before commissioning the subcontractor that it is able to meet all obligations defined for the Contractor in this section 17. The Contractor is also obligated to impose upon the respective subcontractor those duties set forth in this section 17, subject to the condition that the subcontractor will be deemed to have assumed the Contractor's contractual rights and duties. The Contractor must also contractually ensure that all rights set forth in this agreement can be exercised — at the option of the Customer — either by the Contractor according to the instructions of the Customer, or by the Customer itself. In the event that the Contractor exercises the rights in accordance with the Customer's instructions, the Contractor will be obligated to forward all information, specifically documentation and monitoring results, to the Customer without undue delay. At the request of the Customer, the Contractor will be obligated to prove to the Customer's data protection officer in writing that the duties set forth in this section 17.18 have been satisfied.
- 17.19 The provisions of section 17.18 shall apply accordingly also to the persons employed in the course of the obligations of the Contractor towards the Customer who have access to Personal Data. The use of such persons is only permitted to the extent expressly permitted by the order.
- 17.20 The obligations of the Contractor referred to in this section 17 remain unaffected by termination of the contractual relationship with the Customer established by the order. The aforementioned applies in particular to the obligation to maintain data secrecy. After the conclusion of the Commissioned Data Processing, the Contractor may continue to save or otherwise retain the Personal Data provided to it, if such action is mandatory under the minimum statutory retention periods. In all other respects, the Contractor is obligated, upon termination of the Commissioned Data Processing, to return without undue delay all Personal Data in its possession to the Customer or — after consultation with the Customer — to destroy the Personal Data in line with

data protection regulations and to confirm the destruction of the Personal Data to the Customer in writing. This also includes Personal Data which was created for data backup and logging. In the event of a return of the Personal Data to the Customer, the Contractor must destroy without undue delay any Personal Data remaining in its possession, as well as any copies or duplicates of the Personal Data, in line with the data protection regulations and confirm the destruction of the Personal Data to the Customer in writing.

- 17.21 The Contractor shall provide the Customer with all information necessary to prove compliance with the obligations set out in this section 17. The Contractor grants the Customer, especially its data protection officer, the right to conduct unrestricted monitoring during normal business hours to ensure the data is processed in accordance with data protection law, the Terms and Conditions of this Contract and the instructions issued by the Customer. The Contractor agrees to provide the Customer with the requisite amount of support, in particular to provide the necessary information, to take all necessary actions and to grant the requisite physical access, systems access and data access rights. The Customer is entitled to carry out the aforementioned monitoring also by relying on third parties (in particular those which are authorized to conduct such monitoring vis-à-vis the Customer, e.g. the Uniper group companies concerning the Customer and regulatory authorities). In addition, the Contractor shall permit and support the documentation of the monitoring results before the start of and during the Commissioned Data Processing.
- 17.22 The Customer is entitled to have a safety inspection conducted on the Contractor's Personnel in accordance with § 12b of the Atomic Energy Act [*Atomgesetz*] if such Personnel perform services that are connected with the handling or transport of radioactive materials or with the construction and operation of facilities within the meaning of §§ 7, 11 (1) no. 2 or § 9a (3) of the Atomic Energy Act. The Contractor agrees to provide the Personnel with data that is required for these purposes.
- 17.23 The Contractor shall inform the Customer without undue delay in writing in the event of any indication of an infringement of data protection provisions or this section 17 or of instructions issued by the Customer. The duty to inform shall apply in particular in the event of indications of events within the meaning of Art. 33 GDPR. If the security and confidentiality of the Personal Data held by the Contractor should be threatened by seizure or confiscation, by insolvency or settlement proceedings or by other events or actions taken by third parties, then the Contractor must inform the Customer thereof without undue delay and in writing. The Contractor shall without undue delay notify all responsible persons in this connection that the Customer has dominion over and ownership of the data.
- 17.24 Considering the nature of the processing, the Contractor shall, where possible, support the Customer with appropriate technical and organizational measures in

order to comply with the Customer's obligation to respond to requests to exercise the rights of the data subject set out in Chapter III of the GDPR. Taking into account the nature of the processing and the information available, the Contractor shall assist the Customer in complying with the obligations set out in Art. 32 to 36 GDPR.

17.25 Upon completion of the processing in accordance with the Services, the Contractor shall, at the option of the Customer, either delete or return all Personal Data, unless an obligation to store Personal Data exists under European Union law or the law of its Member States.

17.26 The Customer reserves the right to disclose any Contractor data, which was furnished in connection with the order, to affiliated UNIPER companies within the meaning of § 15 et seq. of the German Stock Corporation Act [Aktiengesetz] for group-wide procurement purposes and the right to save such information even after the Contract ends, provided it is done in accordance with the applicable retention rules or for possible other orders.

18. [Insurance of non-discriminatory use of information]

18.1 The Contractor hereby undertakes not to pass on information coming to it from the sphere of the Customer's influence which is economically sensitive and economically advantageous, as to which it acquires knowledge in the course of its performance of its assignments and which may be of commercial interest to energy distribution, trader, producer or generator organizations/companies.

18.2 In particular, the addresses and direct debit details of connection customers, the names of retail suppliers, information regarding the willingness of connection customers to change providers, information on the interest of potential new customers to obtain connection, information on network expansion and development projects, information on non-active residential connections as well as information on cost-benefit criteria for assessing connections and network expansions shall be treated in confidence.

18.3 The Contractor hereby undertakes to alert its employees expressly to these obligations and to impose analogous obligations on them. The Contractor additionally undertakes hereby to impose the aforesaid obligations on any subcontractors deployed by it in connection with its assignment.

18.4 The provisions of the sections 16 and 17 above remain unaffected.]

19. Requirement of writing

Unless otherwise expressly stipulated above, the Contract and any amendments thereto as well as any declarations, notices and documentation requirements relevant under the Contract must be in writing. The provision set forth in § 126 (3) of the German Civil Code shall be inapplicable as between the parties.

20. Publications, advertising

Any disclosure of the business relationship with the Customer shall require the Customer's prior written consent. The foregoing also applies to the publication of data related to this contractual relationship with the Customer.

21. Jurisdiction

Jurisdiction lies with the courts of Düsseldorf.

22. Miscellaneous

22.1 The prevailing language of the Contract is German.

22.2 German law applies to the exclusion of the UN Convention on Contracts for the International Sale of Goods dated April 11th 1980. Customary commercial clauses shall be interpreted in accordance with the ICC Incoterms in effect from time to time.

22.3. If individual provisions of the Contract should be or become invalid or impracticable, the remaining provisions as well as the Contract as a whole shall nevertheless remain in effect. The parties shall replace the invalid/unenforceable provision with a provision that is as commercially equivalent as possible from the time that the invalidity/unenforceability arises, taking their mutual interests in account. The foregoing shall also apply in the case of any contractual gaps.