

Terms and Conditions of Procurement of Deutsche Börse AG for Construction and Installation Services

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1. Scope of application, types of mandate

- 1.1 Unless expressly agreed otherwise, these Terms and Conditions of Procurement shall apply to all work and services (hereinafter also referred to as "Services") performed by the Contractor (Contractor) on behalf of Deutsche Börse AG and its affiliated companies within the meaning of Sections 15 et seqq. of the German Stock Corporation Act (AktG) at the Client's (Client) premises. The Client (Client) and the Contractor (Contractor) are jointly referred to as the "Parties".
- 1.2 These terms and conditions are the exclusive contractual terms and conditions for the services described in the orders. Deviating, conflicting or supplementary general terms and conditions of the Contractor shall only become part of the contract if and to the extent that the Client has expressly consented to their validity in writing. This consent requirement shall apply in any case, for example even if the Client refers to its general terms and conditions within the scope of an offer, an order confirmation, etc. and the Client does not expressly object to this.
- 1.3 Amendments, supplements and verbal subsidiary agreements shall only apply insofar as they have been confirmed in writing by the Client. This shall also apply to the cancellation of this written form requirement.

- 1.4 The contracting authority shall award the contract either

- as an "individual order" on the basis of a "framework order" existing between the Client and the Contractor or
- as an "individual order" for object- or project-related services.

Details on the type of commissioning can be found in the respective orders of the Client.

- 1.5 Orders, contracts and delivery schedules as well as their amendments and supplements must be made in writing. Orders placed via the Client's central electronic purchasing and ordering systems shall also be binding.

- 1.6 Cost estimates are binding and are not to be remunerated unless expressly agreed otherwise.

2. Contractual bases, hierarchy

- 2.1 The type and scope of the services to be performed as well as the Contractor's remuneration shall be determined by the contract and its subsequent components. The following shall apply

- a) the respective order letter (individual order or individual purchase order) of the client,
- b) Blanket order (in the case of an individual order),
- c) the bill of quantities, enquiry / execution drawings / plans of the Client or of the planning office commissioned by the Client,
- d) these Terms and Conditions of Procurement for Construction and Assembly Services of the Client in the version applicable at the time of conclusion of the contract,
- e) all technical regulations and standards in the version current at the time of acceptance, such as ČSN standards, EN standards, ISO standards including published drafts, insofar as they correspond to the recognised rules of technology, the manufacturer's guidelines and regulations as well as the other recognised rules of technology at the time of acceptance,
- f) the relevant provisions on occupational safety and health, such as Act No. 309/2006 Coll., on ensuring other conditions for safety and health at work, Decree No. 591/2006 Coll., on further minimum provisions for safety and health Health at work on construction sites and Act No. 262/2006 Coll., the Labour Act (ArbZG),
- g) Public laws, ordinances and other regulations of the Czech Republic, such as the currently valid and effective Building Code (BauGB), together with the relevant implementing regulations and other corresponding ordinances and implementing regulations,
- h) as well as the statutory provisions of the applicable law, in particular of Act No. 89/2012 Coll., Czech Civil Code (BGB).

- 2.2 In the event of inconsistencies or incompleteness within the contractual bases of this contract, the following shall apply:

- 2.2 With regard to the other contractual bases, contradictions, incompleteness and questions of doubt shall be resolved primarily by interpreting the

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contractual bases as a meaningful whole to the effect that a turnkey provision of the performance in accordance with the other provisions of this contract is owed. In this context, it shall be assumed that the texts and drawings in the contractual bases complement each other, that the more specific takes precedence over the general and that the more recent takes precedence over the older.

- 2.3 If, however, contradictions, incompleteness or questions of doubt remain, the Client shall be entitled to decide with equitable discretion, taking into account all material circumstances of the individual case and weighing the interests of both parties; in this context, the customary practices in legal transactions between entrepreneurs in general or in the respective industry pursuant to Section 558 (2) (BGB) shall not apply.
- 2.3 The Contractor shall be obliged to check the content of the contractual bases and components immediately after receipt on its own responsibility and to notify the Client in writing without delay of any ambiguities, contradictions or omissions. The information must be provided in good time so that, taking into account the coordination required for clarification, there is no hindrance to the execution of the construction work.

3. Service specifications

- 3.1 The Contractor shall owe the advertised makes according to the
- 3.1 List of services. If equivalent products are permitted in the specifications, the Contractor must specify these in his tender if he wishes to use equivalent products. Otherwise, the Contractor shall owe the tendered make. Changes of make after the order has been placed shall in any case require the Client's consent.
- 3.2 Unless otherwise specified in the specifications, the Contractor shall hand over the required documentation, such as drawings, spare parts lists, maintenance instructions, care instructions, etc., to the Client free of charge in an orderly form and in sufficient quantity no later than 10 working days after acceptance. At the Client's request, the documentation shall also be provided in a common file format as unblocked data carriers; the Client shall specify the file format within the scope of the order. The documentation shall correspond to the final status. Insofar as drawings are to be made in plans, these plans must also correspond to the status of the building at the time of acceptance.
- 3.3 If a brief bill of quantities is attached to the order, this serves to provide a better overview. Otherwise, this short bill of quantities is to be read in conjunction with the long bill of quantities.

4. Remuneration

- 4.1 The agreed lump-sum prices are fixed prices for the planned duration of the construction work; however, any additional or reduced remuneration in the event of changes in performance (Section 7 of these Terms and Conditions of Procurement) shall remain unaffected. The provisions of Section 1765 (1) of the Civil Code shall not apply; the Contractor shall assume the risk of changes in circumstances.
- 4.2 The agreed contract prices include the remuneration for ancillary services. A sliding clause for wage, material, equipment and substance costs shall not be agreed.

4.3 If a lump sum price is agreed, the Contractor shall be obliged to determine the quantities on which his lump sum offer is based on his own responsibility. If the documents provided by the Client are not sufficient for this purpose, the Contractor must request additional documents from the Client before submitting the offer. If he fails to make such a request, he may not plead after conclusion of the contract that the quantities he used as a basis were incorrect, incomplete or could not be determined at all. If the Client declares in response to such a request that no quantity determination basis is yet available and a lump sum contract is nevertheless concluded, the Contractor shall bear the quantity risk.

4.4 The remuneration shall include all services that are part of the contractual performance according to the contractual basis. This shall also apply to all building materials, auxiliary materials and supplies, auxiliary equipment as well as all wage and ancillary wage costs such as allowances, dirt allowances and the like necessary for the performance of the contractual service. No special remuneration shall be made for such additional and ancillary costs, unless otherwise agreed in individual cases. The prices shall also include the costs for personnel training in the operation and maintenance of the equipment delivered and/or installed by the Contractor.

4.5 Costs for arrival and departure shall only be reimbursed if these are either regulated in the framework order or have been notified in good time with reasons and amount and have been approved by the Client in text form before the start of the journey.

4.6 Overtime, night work and holiday surcharges shall only be reimbursed to the extent that the Client's site supervision (construction supervision or project management) has requested the performance of such hours; only the direct additional costs shall be reimbursed. Direct additional costs in this sense are the surcharges on the hourly wages of the employees concerned in accordance with the relevant legal provisions with regard to the social and health insurance contributions accruing thereon. A supplement to the employer's wage shall not be granted.

4.7 Wage increases and material price increases occurring after the order has been placed shall not be remunerated separately and shall not entitle the Contractor to increase the agreed remuneration for its contractual services.

4.8 The remuneration shall be stated as a net price; value added tax shall be shown separately. It shall be additionally remunerated in accordance with the statutory provisions applicable at the time it becomes due.

4.9 However, if VAT is owed to the tax authorities due to relevant legal provisions, the Contractor shall not be entitled to payment of the VAT. In this case, the Client shall pay the VAT directly to the competent tax office.

5. Implementation documents

5.1 The Contractor shall request the documents required for the execution from the Client in due time and shall check them for completeness and correctness immediately upon receipt (cf. also Clause 2.3). All dimensions specified in the working drawings must, insofar as they relate to the Contractor's services, be checked by the Contractor or verified on site. In the event of agreed

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manufacture according to target dimensions, tolerances shall be agreed with the Client. The Contractor shall inform the Client immediately of any discrepancies.

- 5.2 The Contractor shall prepare all calculations and implementation plans required for its services, insofar as they are not to be provided by the Client, without any claim to additional remuneration and shall submit them to the Client for approval in good time. The same shall apply to the provision of all information and data for his deliveries and services which are of importance for other trades.
- 5.3 At the Client's request, the Contractor shall submit samples and test documents for materials to be installed prior to execution. The Contractor may only demand special remuneration for this if the expense is not in reasonable proportion to its contractual performance.
- 5.4 All details for the recesses, slots, operating equipment etc. required by the Contractor shall be coordinated by the Contractor with the Client in good time.
- 5.5 All surveying work required for the services to be provided by the Contractor shall be carried out by the Contractor on his own responsibility. Survey points shall be adequately secured, even if they were not produced by the Contractor.
- 5.6 Insofar as the Contractor has prepared construction documents, drawings, plans, calculations and other documents himself, he shall hand these over to the Client at the end of the contract and upon request at any time in an up-to-date version both in paper form and in a file format that can be processed further (e.g. pdf, dwg or dxf).
- 5.7 In addition, the Contractor shall, at the Client's request, prepare calculation documents, descriptions and operating instructions for its services and hand over to the Client one set of originals or master copies and two sets of light copies or, preferably, a digital set in a file format that can be processed further (e.g. pdf, dwg or dxf) of these documents after completion of the work - at the latest with the final invoice.
- 5.8 Insofar as special official permits, approvals or acceptances are required for the tendered scope of services, these must be obtained or arranged by the Contractor in good time without special remuneration. A sufficient number of written documents or acceptance reports shall be submitted to the Client without being requested to do so.
- 6. Version**
- 6.1 The Contractor is obliged to inform himself about the place of performance before the start of work. Furthermore, he shall inform himself about the existence and location of any supply and disposal lines, cables, etc. in his working area on his own responsibility.
- 6.2 The Contractor shall appoint a responsible representative present on the construction site who is authorised and obliged to participate in the construction meetings arranged by the Client's site management, to receive binding instructions from the Client and, if necessary, to have them carried out immediately.
- 6.3 If a responsible site manager is required for the measure in accordance with the relevant legal provisions, the Contractor shall name such a manager prior to commencement of work and shall provide him upon commencement of work.
- 6.4 Insofar as it is obligatory under the German Building Code to keep a construction diary, the Contractor shall keep a formal construction diary and submit it to the Client without being requested to do so at least once a week. The construction diary must contain all information relevant to the execution of the contract and invoicing on each working day, such as, for example, construction progress, weather, number and type of all workers deployed by the Contractor on the construction site, number and scope of the large equipment deployed, start and end of major services, acceptances, interruptions of working hours with indication of the reasons, accidents, orders and other special occurrences.
- 6.5 The Contractor shall be obliged to inform the Client in text form at any time upon request about the status of (pre-)production and performance.
- 6.6 The Client shall be entitled to monitor the Contractor's performance, but the Contractor shall not be entitled to do so.
- 6.7 The Contractor shall bear full responsibility for the correct construction of its scaffolding and equipment; if third-party equipment is used, it shall be responsible for checking it for its own purposes.
- 6.8 The Client's construction management shall hold regular construction meetings, usually weekly, but also more frequently if required, at a regular date to be agreed with the Contractor. The Contractor shall be obliged to send a legal representative to these construction meetings. Amendments to the contract that are recorded in a protocol are binding if the Contractor does not object to the content of the protocol without delay (usually within 3 working days at the latest) after receipt of the protocol.
- 6.9 The Contractor shall provide for the accommodation and transport of the workers and building materials himself. Unless expressly agreed otherwise in the individual contract, there shall be no entitlement to the use of existing buildings and facilities outside the construction site.
- 6.10 The space for the construction site equipment and material storage shall be allocated by the Client in accordance with the available possibilities. Relocations that must be expected during the construction process shall not be remunerated separately.
- 6.11 Sanitary facilities, electricity, water, construction signs etc. shall not be provided by the Client unless expressly agreed otherwise. However, if the Client provides sanitary facilities, electricity, water, construction signs, etc. and a lump-sum allocation is made to the Contractor, the Contractor shall be entitled to prove that its actual consumption and the associated costs are lower than the agreed lump-sum allocation; in the event of proof, these actual costs shall be deducted from the final invoice instead of the allocation rate. If the Contractor fails to provide timely information, it shall be responsible for any additional costs in connection with a subsequent determination of the condition.
- 6.12 If no special service rates are listed in the bill of quantities / specifications for setting up and clearing the

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construction site and for providing the construction site facilities, the costs for this shall be included in the remuneration.

- 6.13 The use of the construction site paths and the stay on the entire construction site area shall be at the Contractor's own risk for the Contractor and his employees, the persons commissioned by him as well as the subcontractors.
- 6.14 If lifting gear or equipment is made available to the Contractor, the price agreements shall be made before use.
- 6.15 On the public and private roads including footpaths used by the construction site traffic, any damage or soiling caused by the Contractor or his vicarious agents shall be avoided or removed immediately so that no impairment of traffic safety occurs. Construction site traffic (in particular entrances and exits) must be properly regulated in compliance with the road traffic regulations insofar as it is in the Contractor's care.
- 6.16 The above provision shall also apply to the Contractor's supplier vehicles; in this respect, the Contractor shall be liable as for its own fault.
- 6.17 The Contractor shall maintain order on the construction site without special request and shall constantly, but at least once a week, remove from the construction site any debris, packaging material and dirt resulting from its services.
- 6.18 After completion of the contractual services, both the storage and workplaces as well as the construction site itself shall be cleared and restored to a proper condition.
- 6.19 If the Contractor fails to comply with these obligations within a reasonable period of time after a written request, the Parties expressly agree that the Client is entitled to arrange for the necessary measures to be taken at the Contractor's expense.
- 6.20 The Contractor shall be responsible for the safekeeping and storage of its materials and equipment. The Client shall not assume any liability in this respect. It is the Contractor's responsibility to protect his services from damage and soiling until acceptance. Construction supervision is not provided for.
- 6.21 Insofar as the Contractor's services become concealed or inaccessible due to subsequent work by other contractors, the Contractor shall inform the Client of this in text form in good time so that a joint determination of the external condition of its services is possible, the result of which shall be recorded in a joint record, if necessary with photographic documentation.
- 6.22 The Contractor shall ensure that only [Czech]-speaking management personnel (foremen, supervisors, etc.) are present on the construction site during the execution of the work. If this is not the case, the Client shall be entitled to commission an interpreter immediately at the Contractor's expense after the fruitless expiry of a reasonable grace period or in case of imminent danger. Insofar as no [Czech]-speaking management personnel of the Contractor is present on site, the preceding provision shall also apply if subcontractors of the Contractor work without [Czech]-speaking management personnel.

7. Changes in performance / Client's right to issue instructions

7.1 Changes

The Client is entitled to demand changes to the Contractor's services in accordance with this Clause 7. Changes to the construction period are also covered by the provisions of this Clause 7; however, only if the change to the construction period is made for an important reason, the Client presents this reason to the Contractor and the change to the construction period is not unreasonable for the Contractor. The Contractor shall bear the burden of proof for any unreasonableness.

7.2 Change request of the Client and submission of an offer by the Contractor

The Client shall be entitled to request changes in performance and additional services (hereinafter uniformly referred to as "changes in performance") from the Contractor in text form.

Immediately upon receipt of the Client's notification of the planned change ("Change Request"), the Contractor shall be obliged to prepare an offer for this change and to send it to the Client in text form or in writing. Any additional or reduced remuneration shall be calculated using the agreed remuneration for the contractual services (if the change request concerns the same or comparable services), otherwise using standard market prices, and shall be stated in the offer.

The aforementioned period for submitting offers shall not commence until the Contractor has received all planning documents required for the execution of the change, unless the Contractor is itself responsible for preparing or obtaining the relevant plans.

In the event of a change to the agreed result of the work, the Contractor shall be obliged to submit an offer for the additional or reduced remuneration, unless the Contractor cannot reasonably be expected to carry out the change. The operational possibilities of his subcontractors shall be attributed to the Contractor. If the Contractor considers the execution of the change to be unreasonable, it shall notify the Client thereof in writing or in text form immediately after receipt of the request for change, stating the relevant reasons.

The Contractor's supplementary offers must be conclusive and verifiable. They shall be determined taking into account agreed discounts and cash discount deductions. This shall also apply in the event that the Contractor executes amended services immediately in the interest of rapid construction progress or for other reasons and only submits a supplementary offer to the Client after the amended service has been executed.

Supplementary offers shall be numbered consecutively by the Contractor and shall contain the following minimum information:

- Order number of the AG
- Service centre
- Job number of the employer (if assigned)
- Location of the structure, component
- Detailed drawings
- Performance specification with positioning

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- Quantities
- Calculation of the supplementary services
- Unit prices and total price

immediate order.

The order shall become effective when it has been received by the Contractor in text form or in writing.

The supplementary offer shall also indicate any extension of the construction period, its expected duration and any additional costs associated therewith. If this notice is not given and is not submitted without delay, the agreed deadlines shall remain unchanged and the Contractor shall have no contractual claim to compensation for additional costs due to the construction period.

7.5 Execution of the arrangement

The Contractor shall be obliged to comply with an effective order without delay, to submit a conclusive and verifiable supplementary offer to the Client without delay, whereby the handover of the supplementary offer to the Client must take place within the deadlines specified in Clause 7.2, which shall apply accordingly, and to carry out the change.

If the Contractor culpably fails to submit a supplementary offer in due time or to notify the Client in due time of an extension of the construction period associated with the change in performance after the Client has requested a change from the Contractor, the Contractor shall be obliged to compensate the Client for the cost disadvantage suffered by the Client as a result of the late submission or the failure to notify the Client in due time of the extension of the construction period.

The prerequisite for the execution of modified or additional services is always the prior existence of an order in text form. Without such an order, the Contractor may not commence with the modified/additional services.

7.3 Consensual principle

The Parties shall endeavour to reach agreement as soon as possible on the planned change, any additional or reduced remuneration and any adjustment to the schedule.

Exceptionally, there shall be no obligation to execute the order if the order is not necessary to achieve the agreed success of the work and the execution is also unreasonable for the Contractor. The operational possibilities of his subcontractors shall be attributed to the Contractor. If the Contractor considers the execution of the change to be unreasonable, it shall notify the Client thereof in writing or in text form immediately after receipt of the order, stating the relevant reasons.

The Client may decide whether the Contractor's unchanged services are to continue to be provided in whole or in part during the negotiations or whether the Contractor's work is to be temporarily suspended in whole or only on the parts of the work affected by the request for change.

If the Contractor does not fulfil its obligation to implement the change despite a reminder and the setting of a grace period, the Parties expressly agree that the Client is entitled to have the changes implemented by another company and to demand reimbursement of the additional costs from the Contractor. The Contractor shall also be obliged to compensate the Client for any further damage.

If the parties can reach an agreement, the agreement reached shall be recorded in writing in an addendum.

7.6 Remuneration for ordered modified services

7.4 Ordering right of the AG

If the Parties cannot agree or cannot agree on all the points mentioned in Clause 7.3, sentence 1 within 30 calendar days after receipt of the request for change by the Contractor, the Client shall be entitled to order the Contractor to make the planned change. The order shall be made in text form.

If the parties have not reached an agreement on the remuneration for the changed services, the Contractor shall be entitled to remuneration which, as far as the deviations in the services are concerned, shall be determined according to the actual costs required with reasonable allowances for general business expenses, risk and costs, unless the parties have agreed otherwise in the framework agreement.

If the Contractor has not or not properly fulfilled its obligation to submit an offer despite a reminder with a reasonable grace period, in particular not in accordance with the provisions in section 7.2, the Client shall be entitled to order the desired changes after the grace period has expired. If the Contractor has culpably breached this obligation, it shall also be obliged to compensate the Client for any damage resulting from this breach of obligation.

There shall be no entitlement to additional remuneration insofar as the Contractor has also been commissioned with the planning of the construction project, unless the Contractor is not responsible for the change and this would have become necessary irrespective of the planning he has undertaken (e.g. realisation of a subsoil risk, change in the legal situation).

The order of the AG may also be issued before the expiry of the time limit if

Furthermore, there shall be no claim to additional remuneration insofar as the changed execution is also covered by an agreed lump-sum remuneration and the Contractor has assumed the risk of a change by agreeing a lump sum.

- the employee seriously and finally refuses to reach an agreement with the employer,
- the Contractor culpably refuses or fails to attend hearings on requests for changes,
- an immediate order is required due to imminent danger, or
- other special circumstances exist which, after weighing the interests of both parties, justify an

7.7 Payments on account for the remuneration of modified services

The time and effort required for the preparation of the supplementary offer shall not be remunerated separately.

Unless otherwise agreed, the Contractor shall receive down payments in the amount of 80 % of the additional

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remuneration offered in accordance with Clause 7.2 in the event of changes in performance. If the Contractor has not submitted an offer to the Client which meets the requirements of Clause 7.2, in particular has not been received by the Client in due time, or if the Parties have agreed on the amount of the remuneration in accordance with Clause 7.3, the Contractor shall receive down payments exclusively in accordance with the provisions of Clause 19.

With regard to the due date of the instalment payment, the provisions under Sections 19.2 to 19.4 shall apply. 19.2 to 19.4.

7.8 Detailed calculation

Unless otherwise agreed in the framework contract, the Client expressly does not wish to receive a detailed calculation from the Contractor and, if the Contractor should hand over such a calculation without being requested to do so, will return it unopened.

8. Execution deadlines

8.1 The execution shall be commenced, adequately promoted and completed in accordance with the binding deadlines (contract dates). Contractual deadlines are the start of work, completion and - if expressly agreed as a contractual deadline - also interim deadlines. If the Contractor exceeds the contractual deadlines, he shall be in default.

8.2 Services before the agreed date are only permitted with the written consent of the Client.

8.3 Unless otherwise agreed in the individual contract, the work is generally to be carried out during ongoing office operations, which is why any activities that are likely to disrupt office operations must be carried out outside normal office working hours.

8.4 Prior to commencement of performance, the Contractor shall be obliged to submit to the Client, free of charge, a detailed work schedule which takes into account the agreed contractual deadlines and to coordinate this with the Contractor.

8.5 Execution deadlines shall be extended insofar as the hindrance is caused:

- a) by a circumstance from the AG's sphere of risk,
- b) by strike or lockout ordered by the employers' professional association in the employee's enterprise or in an enterprise working directly for him,
- c) by force majeure or other circumstances unavoidable for the Contractor.

Weather conditions during the execution period, which could normally be expected when submitting the offer, shall not be deemed to be an impediment.

An extension of performance deadlines in accordance with this clause 8.5 requires that the Contractor has notified the Client immediately and in writing of the impediment that it considers to be imminent. In doing so, the Contractor shall provide all facts from which the reasons for the impediment are sufficiently clear to the Client. In particular, he shall provide information as to whether and when his work, which must now be carried out according to the construction schedule, cannot be carried out or cannot be carried out as planned.

The notice of obstruction must be made in writing. The Contractor shall also notify the cessation of the impeding circumstances.

The above also applies in the case of obvious obstructions.

If the Contractor culpably fails to notify the Client of the impediment, it shall compensate the Client for the resulting damage.

8.6 If the Contractor is hindered in the performance of its services for reasons that cannot be attributed to its sphere of risk and if it is therefore necessary to change the execution deadlines within the framework of the construction schedule, new contractual deadlines shall be agreed which shall be documented in writing in a correspondingly updated schedule. When updating, the Contractor shall do everything that can reasonably be expected of him in order to enable the continuation of the work.

9. Consequences of delayed performance / contractual penalty

9.1 If the parties agree on a contractual penalty in the event that the agreed completion date is culpably exceeded, the Contractor shall owe a contractual penalty of 0.1% of the net order amount per working day. The amount of the contractual penalty shall be limited to a maximum of 5 % of the net order sum, irrespective of the duration of the failure to meet the deadline.

9.2 If execution periods or deadlines subject to contractual penalties are changed by mutual agreement, the contractual penalty shall also apply directly to the new execution period or the new deadline.

9.3 The Client does not need to declare the reservation of the contractual penalty at the time of acceptance, but may assert claims for contractual penalty until the final payment is due.

9.4 Further claims for damages of the Client due to the respective delayed performance shall remain unaffected. The contractual penalties shall be offset against the claims for damages arising for the delay in the respective performance.

10. Staff deployment, subcontractors

10.1 Prior to the commencement of performance, the Contractor shall provide the Client with a list of the planned deployment of personnel for information purposes and provide evidence of the required professional qualifications of the personnel deployed.

10.2 The operational organisation and other operational circumstances (e.g. safety requirements, access regulations) of the Client shall be made known to the Contractor to the required extent and shall be observed. Subject to the provisions of data protection law, the Contractor shall submit the required documents and evidence prior to the commencement of performance (e.g. current certificate of good conduct). In particular, if access to the Client's areas or access to the Client's IT systems is required in connection with the Contractor's services, the Contractor may only use employees who have been granted access authorisation in accordance with the Client's guidelines.

10.3 The Contractor may only transfer its contractual performance in whole or in part to subcontractors with the Client's prior consent. This shall also apply to

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services for which the Contractor's business is not equipped; the Client shall not unreasonably refuse such consent.

10.4 If the Contractor, with the consent of the Client, uses subcontractors to perform its services, the Contractor shall be liable as if it had performed the contract itself.

10.5 The Contractor is obliged to draft the content of his contracts with the subcontractors in such a way that the content is consistent with the main contract. This applies in particular to the construction quality, the scheduling, the claims for defects, the liability insurance and the limitation period. The Contractor shall also ensure by agreement with its subcontractors that further subcontracting to sub-subcontractors is only permissible with the Client's prior written consent.

10.6 In order to secure the Client's claims against the Contractor for performance of the contract and fulfilment of the claims for defects, the Contractor hereby assigns its currently existing and future claims for performance of the contract and claims for defects against its subcontractors to the Client, who hereby accepts this assignment (assignment by way of security). Until further notice, the Contractor shall remain entitled and obliged to pursue the assigned claims against the subcontractors in its own name; the Client's right to prove the assignment to the Contractor's subcontractors at any time shall remain unaffected. Only if insolvency proceedings are opened against the Contractor or if the Contractor files an application for the opening of insolvency proceedings shall the Contractor be entitled but not obliged to disclose the assignment by way of security to the subcontractors. Upon disclosure, the Contractor's own right of collection shall expire.

10.7 Prior to commissioning the respective subcontractor, the Contractor shall review the subcontractor with regard to its expertise, performance and reliability.

10.8 Prior to the use of subcontractors, the Contractor shall hand over to the Client, without being requested to do so, a list containing at least the following information on the subcontractors used: Company name, registered office, the competent registration court and registration number as well as the first and last names, address and telephone numbers of the managing directors and contact persons authorised to represent the company. The Contractor shall update this list in a timely manner for the duration of the construction work. Upon request, the Contractor shall provide copies of the construction contracts concluded with the subcontractors, the associated accounting documents and the correspondence exchanged with the subcontractors.

10.9 Should the Contractor violate the above provisions, the Client shall be entitled to withdraw the order - in part, if applicable - after the fruitless expiry of a reasonable grace period.

11. Supervisory management / site safety

11.1 The Contractor shall perform its services under its own responsibility in accordance with the Contract.

11.2 Prior to commencement of the work, the Contractor shall inform the Client in writing of the person of the site supervision / project management commissioned by him with the site supervision and site management, stating his first and last names and telephone numbers. As a rule, this person must be available on the

construction site every working day.

11.3 Prior to the commencement of the work, the Contractor shall inform the Client in writing of the safety officer of the site supervision / project management selected by him with first and last names as well as telephone numbers.

11.4 A change of the person in charge of construction supervision and construction management as well as of the safety officer can only take place by mutual agreement, which both parties will not unreasonably refuse.

11.5 The Contractor shall be obliged, at the Client's request, to provide a responsible site manager or specialist site manager within the meaning of the statutory provisions. As a rule, this person must be available on the construction site every working day.

12. Deliveries on site

12.1 If the bill of quantities provides for the procurement or delivery of components or building materials by the Client, the Contractor's remuneration shall include all services and costs for the contractually intended use, in particular the unloading of the provided material from the delivery vehicle, the intermediate storage on the construction site as well as any necessary intermediate transports on the construction site to the installation site.

12.2 In the event of the procurement or delivery of components or building materials by the Client, the Contractor shall, upon receipt and prior to their use, check on his own responsibility whether they are of flawless quality and suitable for the execution of the construction task. The Contractor shall immediately notify the Client in writing of any concerns about the quality or suitability of the materials.

13. Distribution of risk / transfer of risk

13.1 Section 2608 in conjunction with section 2624 of the Civil Code (BGB) shall apply to the transfer of risk.

13.2 Installations requiring operation and/or monitoring shall be operated by the Contractor on his own responsibility until acceptance.

14. Acceptance

14.1 After completion, the Contractor's services shall be formally accepted by the Client. A record of the acceptance shall be prepared and signed by both parties.

14.2 Partial acceptance is excluded unless the Client expressly requests partial acceptance. Acceptance of the documentation shall take place separately after handover and granting of an appropriate inspection period in writing by the Client.

14.3 Acceptance shall not take place pursuant to section 2608 sub-section 1 in conjunction with section 2088 of the Civil Code (BGB) if the Client refuses acceptance in due time due to defectiveness of the work; the said defect need not be substantial.

14.4 A material defect entitling to refuse acceptance shall also exist if the work performance has several defects which, although individually insignificant, in their entirety amount to a material defect.

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15. Claims for defects

- 15.1 The Contractor shall always be liable for material defects and defects of title in accordance with the Civil Code and in accordance with the provisions in Sections 15.2 to 15.7. 15.2 to 15.7.
- 15.2 The limitation of claims for defects shall be governed by the Civil Code (BGB), unless and insofar as otherwise agreed, whereby the limitation periods - unless otherwise agreed - shall be a uniform 5 years.
- 15.3 If defects already become apparent during the execution of the construction work, they shall be remedied without delay at the Client's request.
- 15.4 The notification of defects shall be made in writing, whereby text form shall also suffice as written form, in particular the transmission of notifications of defects by e-mail.
- 15.5 Rectification work shall be carried out immediately after receipt of the notice of defects and shall be formally accepted separately.
- 15.6 The principal is entitled to a reduction under the conditions described in § 2615 para. 2 in conjunction with §§ 2106 and 2107 BGB.
- 15.7 The Contractor shall be liable for damage caused by defects in accordance with the statutory provisions of the BGB.
- 15.8 Upon conclusion of the contract, the Contractor shall assign all its rights and claims arising from any manufacturer's warranty relating to the contractual project to the Client by way of security; the Client shall accept the assignment. Likewise, upon conclusion of the contract, the Contractor shall assign all its rights and claims arising from the statutory liability for defects for materials and equipment relating to the project that is the subject matter of the contract to the Client by way of security; the Client hereby accepts this assignment (assignment by way of security). Until further notice, the Contractor shall remain entitled and obliged to pursue the assigned claims in its own name. Only if insolvency proceedings are opened against the Contractor or if the Contractor files an application for the opening of insolvency proceedings, the Contractor shall be entitled but not obliged to disclose the assignment by way of security. Upon disclosure, the Contractor's own authority to collect shall expire.

16. Settlement

- 16.1 The Contractor shall be entitled to issue partial invoices for services performed in accordance with the contract, including any changes to services provided and agreed or ordered. All invoices shall be submitted with verifiable documents.
- 16.2 All invoices must contain the following information:
- Address of the principal
 - Invoice date
 - Invoice type: partial invoice or final invoice, each with invoice number
 - Order number of the ordering party - Service point of the ordering party
 - Client's project number (if shown in the client's order letter)

- Invoice amount
- Possible discount according to order
- Possible security retention
- Sales tax shown separately

- 16.3 The final invoice must detail all contractual services (e.g. measurement documents with quantity determination on paper or with electronic data transmission, settlement schedules, bills of quantities, settlement drawings and statements of quantities, measurement sketches, parts lists, steel extracts, etc.) including any approved changes to services and proof of hours of set work as well as the progress payments already made by the Client in an auditable form. After the quantities have been checked by the Client, the check documents shall be reconciled with the Contractor. The Contractor and the Client sign the verified quantity take-off. The Contractor shall receive a copy.

Final invoices, including the associated, complete documents, shall be submitted to the Client within the period specified below. The final invoice shall list individually any instalment payments made to date.

In the case of services with a contractual execution period of no more than 3 months, the final invoice shall be submitted no later than 12 working days after completion; the period shall be extended by 6 working days for each additional 3-month execution period.

Invoices shall be addressed to the Client and submitted via the address stated in the order. Compliance with the invoicing regulations is mandatory for the verifiability of a partial or final invoice.

- 16.4 All invoices must contain the information required by law. This includes the necessary information according to § 29 of Act No. 235/2004 Coll., on Value Added Tax, and § 435 of the Civil Code.
- 16.5 The Contractor shall participate in the electronic invoice processing of the Client at the Client's request and shall invoice its services via the Client's electronic Procure2Pay channel at the Client's request in each case.
- 16.6 Paras. 16.1 to 16.5 shall apply accordingly to electronic invoice processing, unless details are regulated separately between the Parties. The Client shall provide the Contractor with further information on electronic invoice processing if the Contractor requests this in text form.

17. Hourly rate work

- 17.1 The Contractor's services may only be invoiced in the form of hourly rate work if corresponding hourly rate work has been ordered by the Client in a legally effective manner. The Client must be notified of the performance of hourly rate work before it commences. Hourly rate sheets completed by the Contractor in accordance with the sample shall be submitted daily to the Client's responsible contact person for technical and quantitative verification; blank lines not written on shall be cancelled.

In addition to the information pursuant to Section 15 (3) VOB/B, the hourly rate sheets must contain the following information 18.2:

- the date

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- the designation of the construction site
- the exact designation of the place of execution within the construction site
- the detailed description of the services provided
- the names of the workers and their DBAG code card number (if provided by DBAG).
- the hours worked per worker, broken down, where applicable, into overtime, night work, Sunday work and work on public holidays
- in the case of agreed use of equipment: the equipment parameters and operating times and any waiting or downtimes.

17.2 The signing of hourly rate certificates by the Client's employees does not constitute a legal acknowledgement with regard to the Contractor's basic entitlement to invoice hourly rate work in the specific case; the right is reserved to check whether these are additionally required hourly rate services or services already covered by the contract. If it turns out in the course of a subsequent review that the work charged in the hourly rate has already been taken into account as contractual services or is part of their ancillary services, the Contractor shall not receive the remuneration requested by him despite any signed off hourly rate certificates. In the event of any double payment for hourly rate work, in that this was also remunerated as contractual services, the Contractor shall be obliged to reimburse without delay. The Contractor may not invoke the lapse of enrichment.

17.1 Agreements on hourly rate work are to be concluded exclusively with the Client himself; third parties engaged by the Client (object supervision, site manager, etc.) are not entitled to do so.

17.3 The costs of any - from the Contractor's point of view - necessary supervision during the execution of hourly rate work shall not be remunerated separately.

18. Advance payments

18.1 If advance payments have been agreed in individual cases, these must be paid within 30 calendar days.

- after receipt of a corresponding invoice, and
- Provision of an advance payment guarantee in accordance with clause 18.3 below

to settle.

18.2 If, according to the relevant agreement, the advance payment is only to be made when the Contractor has reached a certain stage of performance, the submission of verifiable proof of the achievement of the agreed stage of performance shall be a further prerequisite for the due date.

Unless the Parties agree otherwise, the advance payment(s) shall be credited in full against the following partial invoices until the advance payment has been reduced. The Client shall release the advance payment guarantee from liability to the extent of the crediting against partial invoices.

18.3 The advance payment bond shall secure all claims of the Client - irrespective of the legal grounds - for the return of advance payments plus value added tax; it shall not, however, secure claims for the performance

of the contract or claims based on defects.

18.4 The Contractor shall provide the security by way of a directly enforceable, written, unlimited and unconditional guarantee. The guarantee must contain the security purpose according to the preceding paragraph, the guarantor must waive the deposit and clarify that the guarantee obligations remain unaffected by any assignment of the claims of the Client to a third party. The guarantee must also contain the declaration that the claims arising from the guarantee will not become time-barred before the secured claims, but at the latest in 30 years.

18.5 The guarantor must be a credit institution authorised in Germany or a credit insurer authorised in Germany, in each case with a branch in Germany.

18.6 The costs of the guarantee shall be borne by the Contractor.

19. Payments

19.1 The Client shall grant payments for proven performance in accordance with the contract. The aforementioned invoicing rules described in Sections 16 to 18 shall apply. 16 to 18 shall apply.

19.2 Partial payments shall be made in accordance with the stage of performance rendered and owed under the contract, unless otherwise stipulated in Clause 19.3.

19.3 If a payment schedule is drawn up, it shall become part of the contract after approval by the Client and shall be taken into account in the Contractor's invoicing.

Partial payments shall be settled within 30 calendar days after receipt of the partial invoice accompanied by a verifiable statement from the Contractor and submission of verifiable proof of the invoiced performance status, unless otherwise agreed in the contract.

Payments on account shall be made on request at the shortest possible intervals or at the agreed times, in the amount of the value of the respective proven contractual services including the reported amount of VAT due thereon.

19.4 Until receipt of the complete documentation and its acceptance (cf. Section 14.2), the Client shall be entitled to retain a partial amount of 10 % of the net order sum, unless a different amount has been agreed in overriding contractual components.

19.5 Final payment

The claim for final payment shall become due immediately after examination and determination, at the latest within 30 days after receipt of the final invoice. The period shall be extended to a maximum of 60 days if it is objectively justified due to the special nature or characteristics of the agreement and has been expressly agreed. If objections to the auditability are not raised by the expiry of the respective deadline, stating the reasons, the Client may no longer invoke the lack of auditability. The examination of the final invoice shall be expedited as far as possible. If it is delayed, the undisputed credit shall be paid immediately as a down payment.

The unconditional acceptance of the final payment shall exclude subsequent claims if the Contractor has been informed in writing of the final payment and the

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exclusion effect has been pointed out to him.

A final payment shall be deemed to have been made if the Client finally and in writing refuses further payments with reference to payments already made.

Previously made but unsettled claims are also excluded if they are not reserved again.

A reservation must be declared within 28 days of receipt of the notice under the second and third paragraphs of Clause 19.5 concerning the final payment. It shall lapse unless an auditable invoice for the reserved claims is submitted within a further 28 days - beginning on the day after the expiry of the 28 days referred to in the first sentence - or, if that is not possible, the reservation is substantiated in detail.

- 19.6 The preclusion periods do not apply to a request for correction of the final invoice and payment due to measurement, calculation and transmission errors.
- 19.7 Payment by the Client does not imply an acknowledgement of the delivery or service as being in accordance with the contract or free of defects.
- 19.8 If the Client is in default of payment, the Client shall be liable to pay interest on arrears at the currently valid rate pursuant to Regulation No. 351/2013 Coll. on (among other things) the determination of the amount of interest on arrears and the costs associated with the claim.

20. Counterclaims

- 20.1 The Client shall be entitled to assign claims for payment against the Contractor - irrespective of their nature and on whatever legal grounds - to other companies - in particular companies affiliated with the Client and/or a company founded separately by the Client or one of its affiliated companies for the purpose of concluding the construction contract (i.e. affiliated companies in the broadest sense).
- 20.2 The Contractor may only assign its claims against the Client to third parties with the prior written consent of the Client.

For its part, the Client is entitled without further ado to assign the claims to which it is entitled against the Contractor in whole or in part to group companies, landlords and subsequent tenants. With regard to other third parties, the assignment is only permissible with the prior consent of the contractor, which the contractor will only refuse for good cause.

- 20.3 The Contractor may only offset its own monetary claims which are either undisputed by the Client or have been legally established. A right of retention from previous or other transactions is excluded, unless the underlying claims of the contractor are undisputed by the client or have been legally established.
- 20.4 In the event of overpayment, the Client shall be entitled to offset overpaid amounts under other contracts of the Contractor with the Client.

21. Contract performance security

21.1 General

The contract performance security shall secure all obligations of the Contractor which have arisen or - in the case of defects - have become apparent up to the time of acceptance, in particular the performance of the service in accordance with the contract and/or in due

time including invoicing, rectification of defects and compensation for damages as well as reimbursement of overpayments plus interest; however, claims for defects which have arisen or - in the case of defects - have become apparent at or after acceptance shall not be part of the purpose of the security.

The amount of the contract performance security shall be 10 % of the net order amount.

If the net order amount increases - e.g. due to supplements for additional or changed services, etc. - the Contractor shall be obliged to provide additional security without delay and without being requested to do so. -the Contractor shall be obliged to provide additional security without delay and without being requested to do so. If the net order amount is reduced by mutual agreement, the Client shall be obliged to release the contract performance security provided by the Contractor without delay and accordingly.

The obligation to pay a cash deposit into a blocked account, if existing, is waived.

21.2 Contract performance security in the form of contract performance bonds

If it has been agreed that the Contractor shall provide security for the performance of the contract by way of a guarantee, the Contractor shall provide the guarantee at the agreed time, at the latest upon submission of the first progress invoice.

If this does not happen, the Client shall be entitled, after the fruitless expiry of a reasonable grace period, either to retain the agreed security amount from the Contractor's progress payments or to terminate the contract without notice and to claim damages instead of performance. In the event of termination, the Parties expressly agree that the Client is entitled to have the part of the performance not yet completed carried out by a third party at the expense of the Contractor, but its claims for compensation for any further damage incurred shall remain valid. The Client is also entitled to waive further performance and to claim damages for non-performance if the performance is no longer of interest to the Client for the reasons that led to the termination.

The guarantee must contain the security purpose according to the first paragraph of item 21.1 of these procurement conditions, the guarantor must waive the deposit and clarify that the guarantee obligations remain unaffected by any assignment of the claims of the Client to a third party. The guarantee must also contain the declaration that the claims arising from the guarantee will not become time-barred before the secured claims, but at the latest in 30 years.

The guarantor must be a credit institution authorised in Germany or a credit insurer authorised in Germany, in each case with a branch in Germany.

The costs of the guarantee shall be borne by the Contractor.

- 21.3 The Client shall return an unused guarantee for the performance of the contract at the agreed time, at the latest after acceptance and provision of the guarantee, unless claims of the Client which are not covered by the guarantee provided have not yet been fulfilled. In that case, the Client may retain a corresponding part of the guarantee for these contract performance claims.

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21.4 Statutory provisions of the Civil Code (BGB) on security shall remain unaffected.

22. Security against defects

22.1 The Client may retain 5 % of the audited net final invoice amount as security for defects. This security retention secures the Client's contractual and statutory claims for defects. The security shall exclusively cover claims which arose at or after acceptance of the Contractor's services.

The Contractor may at any time replace the retention of security by a directly enforceable, written, unlimited and unconditional guarantee in accordance with the following conditions.

The obligation to pay a cash deposit into a blocked account, if existing, is waived.

22.2 Insofar as the Contractor wishes to provide security in the form of a guarantee, it must be made clear in the guarantee that this is limited exclusively to defects which became apparent at or after acceptance, the guarantor must waive the deposit and make it clear that the guarantee obligations remain unaffected by any assignment of the Client's claims to a third party. The guarantee must also contain the declaration that the claims arising from the guarantee do not become time-barred before the secured claims, but at the latest in 30 years.

The guarantor must be a credit institution authorised in Germany or a credit insurer authorised in Germany, in each case with a branch in Germany.

The costs of the guarantee shall be borne by the Contractor.

22.3 The Client shall not return any security for defect claims that has not been realised until the expiry of the agreed limitation period for defect claims, unless another return date has been agreed. However, insofar as his asserted claims have not yet been fulfilled at this time, he may retain a corresponding part of the security.

23. Liability insurance, liability

23.1 The Contractor shall take out, at its own expense and unless otherwise agreed in the contract, sufficient liability insurance of the usual industrial standard for damage for which it and its vicarious agents or suppliers are responsible, with a lump-sum cover per loss event of at least EUR 5,000,000.00 for personal injury, property damage and financial loss and a maximum annual indemnity of at least EUR 10,000,000.00. The Contractor shall maintain the insurance during the entire term of the contract (also for the period of liability for defect claims). The confirmation of insurance as well as proof of premium payment shall be provided to the Client without delay upon request. The Contractor's contractual and statutory liability shall remain unaffected by the scope and amount of its insurance cover. As a rule, this proof shall be provided before the start of performance.

If the Contractor fails to provide the agreed insurance cover within a grace period of two weeks even after a written request by the Client, the Client shall be entitled to terminate the contract for good cause.

23.2 If the Contractor breaches the obligation to maintain liability insurance in accordance with Clause 23.1 or its notification and verification obligations in accordance

with this Clause 23, the Contractor's claims for remuneration shall not become due.

23.3 The Contractor is required to give written notice without delay.

23.4 In the case of an initial order volume of EUR 1 million net (or the equivalent in CZK) or more, the Contractor shall assign the claims arising from the insurance contract to the Client by way of security when the construction contract is awarded, and the Client hereby accepts this assignment. The Contractor shall notify its insurance company of the assignment without delay. Should an assignment be inadmissible under the insurance contract, the Contractor hereby irrevocably instructs the insurance company to make any payments under the insurance contract exclusively to the Client.

23.5 The Contractor shall be liable without limitation for damage caused by an intentional or grossly negligent breach of duty by its employees, legal representatives or vicarious agents.

23.6 In all other respects, the Contractor's liability for damage caused by its employees, legal representatives or vicarious agents, irrespective of the legal grounds, shall be limited per project to a total amount of twice the order sum at the time the order is first placed, but at least EUR 2 million, but no more than EUR 10 million per project.

23.7 The aforementioned limitation of liability shall not apply to damages resulting from injury to life, body or health due to a negligent breach of duty by the Contractor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Contractor.

24. Copyrights / Rights of use

24.1 Samples, models, tools, moulds, drawings and other documents provided by the Client to the Contractor are the property of the Client. Such documents shall be returned to the Client after execution of the order. Such documents may neither be passed on to third parties nor used for other purposes without the written consent of the Client; this shall not apply in the case of the commissioning of subcontractors. A right of retention to such documents is excluded.

24.2 The Contractor shall grant the Client the geographically unlimited, exclusive and irrevocable right of use to the results produced by it or its employee(s) or on its behalf by its subcontractors for the project, in particular works, samples, models, technical and other drawings, plans, documents and computer files as well as all other services provided by the Contractor within the scope of the order. The right of use shall be granted for the duration of the copyright ownership rights and for all other intellectual property rights for an indefinite period of time. The Client may publish, modify or otherwise exploit the results for the construction work that is the subject of the contract. The Client's right to make changes shall be subject to the restriction that the Contractor must be consulted prior to significant changes - insofar as this is reasonable.

The Client is entitled to transfer these rights to third parties.

The right of use and exploitation is included in the remuneration, even if the contract ends prematurely. If, in the event of premature termination of the contract, this should exceptionally lead to results that are unreasonable for the Contractor, the Contractor shall

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receive an additional fee in an appropriate amount.

- 24.3 The Contractor shall be obliged to bring about corresponding agreements with any subcontractors commissioned by it.

25. Construction Workers' Compensation Mortgage

The Contractor shall only be entitled to demand the granting of a security mortgage on the Client's building site (place of performance) for its claims arising from the contract. If the work has not yet been completed, he may demand the granting of a security mortgage for a part of the remuneration corresponding to the work performed and for the expenses not included in the remuneration, if the Client has not averted this by a directly enforceable and unlimited payment guarantee of a credit institution or a credit insurer in the amount of the claim to be secured. If a priority notice or a mortgage by way of security has been registered, any priority notice / mortgage by way of security registered shall be deleted at the Client's expense after the payment guarantee has been provided.

The credit institution and the credit insurer must be authorised in the European Community or in a State party to the Agreement on the European Economic Area or in a State party to the WTO Agreement on Government Procurement

26. Data protection

- 26.1 The Contractor is obliged to comply with the provisions of data protection law as amended from time to time, in particular the Basic Data Protection Regulation, Act No. 110/2019 Coll. on Personal Data Processing, and other national regulations.

- 26.2 For this purpose, it shall process personal data transmitted by the Client only for the purpose for which they were transmitted and on the Client's instructions and shall not transfer them to third parties without the Client's prior consent.

- 26.3 The processing of personal data provided to the Contractor by the Client shall be carried out exclusively within the framework of the Client's standard contract processing agreement.

- 26.4 The Contractor shall take appropriate technical and organisational measures to protect personal data transmitted by the Client. This shall also include instructing employees entrusted with the processing of such data and obliging them to observe data secrecy. These declarations shall be submitted to the Client's data protection officer upon request.

- 26.5 Upon request, the Contractor shall provide the Client with the contact details and the name of the contact person for data protection and information security.

- 26.6 If personal data is processed by the Contractor outside the European Economic Area (EU states plus Iceland, Liechtenstein, Norway) or if personal data is accessed by the Contractor from states outside the European Economic Area, the Contractor undertakes to comply with the relevant adequacy decision, the relevant EU standard contractual clauses or a certification system recognised by the EU.

27. Secrecy

The Contractor shall treat the information and knowledge obtained by the Client in the course of the

cooperation - in particular company and business secrets - of a technical, commercial or organisational nature, for example, confidentially as a business secret pursuant to Section 504 of the Civil Code (BGB) and shall not exploit such information or knowledge itself or make it available to third parties for the duration of or after the contractual relationship.

All information obtained by the Client or its group companies or created within the scope of the order, including the work results (with the exception of such information for which there are statutory retention obligations or the deletion of which from automated backups would only be possible with a disproportionately high effort) shall be returned to the Client by the Contractor after the execution of the order, including all copies made, or deleted and/or destroyed at the Client's request. In the event of deletion and/or destruction, the reconstruction of the information must be impossible. The complete return and/or deletion and/or destruction shall be confirmed to the Client in writing upon request.

This obligation to maintain secrecy shall not apply to information which is lawfully in the public domain or otherwise lawfully obtained - including from third parties - as well as independent developments of the Contractor outside the scope of the services for the Client. The Contractor shall be responsible for proving these prerequisites.

Statutory and official duties of disclosure shall remain unaffected. The Client may transmit confidential information of the Contractor to group companies and its vicarious agents subject to a confidentiality obligation.

28. Termination of the contractual relationship

- 28.1 Unless otherwise agreed, the contract may be terminated as follows:

- a) by agreement of the contracting parties,
- b) by withdrawal of one of the contracting parties, if
 - the party has materially breached the contract, or
 - the competent court has legally decided that the respective party is bankrupt, and/or
- c) by notice in writing served on the other party, the notice period being one (1) month and commencing on the first day of the month following the month in which the notice was served on the other party.

- 28.2 Insofar as, in the event of termination pursuant to the foregoing para. **Fehler! Verweisquelle konnte nicht gefunden werden..1**, the Contractor is not responsible for the reason for the termination, the services rendered in accordance with the contract until the termination takes effect shall be paid for in accordance with the contractual agreements. In addition, the Contractor shall receive 5% of the remuneration that would have been due for the services no longer provided due to the termination as compensation for the lost profit. The contractor must account for this in a comprehensible manner. With the payment of the services rendered in accordance with the contractual agreements until the effective date of the termination and the compensation, all claims (contractual and/or statutory) of the

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Contractor shall be settled; section 2613 of the Civil Code shall not apply.

28.3 A material breach of the contract is deemed to be:

- a) a breach of an obligation of which the party in breach knew or should have known at the time of the conclusion of the contract that the other party would not have concluded the contract if it had foreseen the breach,
- b) a breach other than a breach within the meaning of a) above which the defaulting party fails to remedy within a reasonable period of grace set in writing, or which occurs repeatedly.

28.4 Furthermore, the Client is entitled to withdraw from the contract if a significant deterioration in the Contractor's financial circumstances occurs or threatens to occur.

29. Cartel damage

29.1 If the Contractor has demonstrably entered into an agreement on the occasion of the contractual negotiations or in connection with the contractual relationship which constitutes an inadmissible restriction of competition or otherwise violates anti-trust regulations, the Contractor shall pay an amount of fifteen percent (15%) of the net order sum (excluding value-added tax) of the products delivered to the Client and included in the agreement or of the services rendered to the Client and included in the agreement as liquidated damages. If the Contractor proves that the Client's actual expenses and costs are significantly lower, the amount of the liquidated damages shall be reduced accordingly. Further claims of the Client.

29.2 Evidence of an inadmissible agreement can be provided in particular by a final decision (e.g. administrative order imposing a fine) of the competent cartel authority or a court. In the event of such a decision, the Contractor shall provide the Client with all information required to examine the existence of a claim; in particular, the Contractor shall inform the Client which products or services were covered by the agreement in terms of time and subject matter.

29.3 A proven inadmissible agreement within the meaning of these provisions shall entitle the Client to terminate the agreement. In such a case, the Client shall also be entitled to terminate other existing contracts with the Contractor if the Client can therefore no longer reasonably be expected to adhere to these contracts.

30. Working conditions and occupational health and safety law

30.1 The Contractor shall comply with the relevant regulations of labour law and occupational health and safety law and, in particular, observe any existing legal requirements for the provision of adequate accommodation or for ensuring adequate accommodation. The Client shall be entitled to check the Contractor's compliance with the aforementioned regulations himself or through third parties commissioned by him after giving notice.

The Contractor shall ensure that the employees deployed by it or its subcontractors or personnel service providers for the performance of contracts with the Client receive the statutory minimum wage and guaranteed wage in accordance with Regulation No. 567/2006 Coll., on (inter alia) the minimum wage and

the lowest level of guaranteed wage. If the services to be provided fall within the scope of the posting, the Contractor must also ensure that the regulations contained in Czech legal or administrative provisions are observed. He must also ensure that mandatory obligations to pay contributions to social and health insurance institutions and other bodies are complied with.

When selecting subcontractors and personnel service providers, the Contractor shall check compliance with the aforementioned conditions in accordance with this clause and shall oblige them to comply with them in writing. In addition, the Contractor shall obtain written confirmation from the subcontractors and personnel service providers that they will require compliance with the requirements by subcontractors or personnel service providers engaged by the Contractor.

Furthermore, the Contractor shall be liable to the Client for any damage incurred by the Client as a result of culpable non-compliance with the obligations under this Clause 30.

30.2 The Contractor shall take all necessary equipment, instructions and measures to prevent accidents at work in connection with its performance which comply with the statutory occupational health and safety provisions, the provisions of the statutory liability insurance for employers and the Client's site regulations. Insofar as the Client provides protective and safety equipment, this shall be accepted together with the Contractor upon handover. They shall be maintained and, if necessary, supplemented by the Contractor on his own responsibility. The Contractor shall return them to the Client in due form after completion of the work. Existing protective covers, railings or similar which have to be temporarily removed for the execution of the work shall be properly restored. For the duration of the removal, all danger points must be cordoned off and signposted in an accident-proof manner by other suitable measures.

30.3 The Contractor shall oblige its workers deployed on the construction site to wear the prescribed personal protective equipment on the construction site. If the Contractor uses foreign-language workers, he shall also be responsible for their safety briefing as well as for the compliance of the foreign-language workers with the statutory occupational health and safety provisions, the provisions of the statutory liability insurance for employers and the Client's site regulations. The Contractor shall provide sufficient protective equipment.

Workers of the Contractor who do not comply with their obligation to wear the protective equipment may be expelled from the construction site and the Client's premises.

30.4 The Contractor undertakes to impose all the obligations imposed on it above also on all vicarious agents used in the performance of the contract and to ensure that the obligations are complied with.

30.5 The Contractor shall provide suitable, but at least the contractually agreed evidence (e.g. certificates) regarding its expertise and that of its vicarious agents and shall hand these over to the Client upon request. Upon request, the Contractor shall also be obliged to provide the Client with suitable evidence of its capability and reliability.

30.6 Processing costs incurred by the Client due to

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misconduct by the Contractor or its vicarious agents or suppliers shall be borne by the Contractor. This shall apply in particular in the event of violations of the Client's "Site Regulations". The Client shall be entitled to charge the Contractor processing costs at its reasonable discretion. However, the Contractor shall be at liberty to prove that the processing costs do not correspond to fairness.

30.7 The Contractor shall observe the statutory provisions on combating illegal employment in the performance of the contract - also when awarding work to subcontractors or using employees of the employment agency - in particular in the manifestations of undeclared work, illegal hiring out of employees, illegal employment of foreigners and abuse of benefits.

30.8 The Contractor shall be obliged, at the Client's request, to provide evidence of the fulfilment of its current obligations vis-à-vis social and health insurance institutions and tax authorities by submitting the relevant certificates. If the Contractor runs a craft business, he must have the corresponding trade licence and prove this to the Client upon request.

30.9 The Contractor shall indemnify the Client against all claims asserted against the Client on the grounds of violation of the provisions of the ArZB, Regulation No. 567/2006 Coll., on (inter alia) the minimum wage and the lowest level of guaranteed wage, or against other labour protection, construction site safety, illegal employment and similar regulations.

31. ESG standards

The AG is guided by the principle of sustainable development and observes internationally recognised, fundamental standards for occupational safety, health and environmental protection, labour and human rights as well as for responsible corporate governance (hereinafter "ESG standards"). The AG has described its understanding of the ESG Standards in the Code of Conduct for Suppliers (<https://www.deutsche-boerse.com/re-source/blob/3153894/c5a84ffc7b85a30855e660fef00d5f8/data/sustainability-agreement-for-suppliers-of-the-deutscher-boerse-ag.pdf>). The Client expects the Contractor to comply with the ESG standards. In addition, the Client shall require the Contractor to encourage its vicarious agents to comply with corresponding standards. The Client shall be entitled to check compliance with the ESG standards himself or through third parties commissioned by the Client after giving notice.

32. Supply chain due diligence

32.1 The Contractor warrants compliance with the "Code of Conduct for Suppliers of Deutsche Börse Group" in the version applicable at the time of conclusion of the respective Individual Order, which can be viewed on the Internet at www.deutsche-boerse.com > Responsibility > Sustainability > Our Policies and Guidelines (hereinafter "**Supplier Standards**").

- The Contractor shall cooperate in an appropriate manner so that the Client can fulfil its obligations to carry out the risk analysis, prevention and remedy in accordance with the Supply Chain Sourcing Obligations Act. For this purpose, the Contractor shall in particular

- conduct regular training and education with its employees to enforce the sustainability standards;

- pass on the contents of the supplier standards mentioned in clause 32.1 to its subcontractors, oblige them accordingly and check compliance with the supplier standards;

- in the event of a breach of the Supplier Standards by the Contractor, support the Client to the best of its ability in the immediate development of a concept to end and minimise the breach and support or tolerate the taking of remedial action.

32.2 The Client is entitled to check the Contractor's compliance with its obligations under this Clause 32. Clause 33.2 shall apply accordingly.

32.3 If the contractor or one of its subcontractors seriously violates the subcontracting standards and does not remedy this violation after a warning by the client, the client is entitled to extraordinary termination.

32.4 The Contractor shall fully indemnify the Client against all claims of third parties in connection with the violation of human rights-related and/or environmental obligations, including the obligations referred to in this Clause 16, and shall immediately reimburse the Client for all damages and expenses (including the costs of appropriate legal action) incurred due to or as a result of the aforementioned violations of obligations, insofar as the Contractor is at fault for the violations of obligations.

33. Quality assurance; audits

33.1 The Contractor undertakes to maintain a quality management system in accordance with the state of the art, by means of which it is able to independently carry out problem analyses, necessary quality assurance measures and audits. The Client may require the Contractor to provide evidence that it has satisfied itself of the effectiveness of the quality management systems of its subcontractors and suppliers.

33.2 Notwithstanding the foregoing, the Client reserves the right to carry out audits at the Contractor and its subcontractors or suppliers itself or through third parties commissioned by it after prior notification. In this context, the Client may, in particular, inspect and review all data relating to business transactions between the Client and the Contractor and review quality assurance, IT and data security measures. The Client or the third parties commissioned by him may enter the Contractor's premises during normal business hours for this purpose. The Contractor shall support the Client in carrying out the audits. The costs of the audits shall be borne by each Party itself, with the exception of costs for audits in which violations by the Contractor of the respective Agreement and/or these Terms and Conditions are identified. In this case, the Contractor shall bear the costs of the audit, unless such violations are not the fault of the Contractor. The Client shall not exercise this right excessively or without cause.

34. Other provisions

34.1 The place of performance is the location of the respective construction site.

34.2 The law of the Czech Republic shall apply to the exclusion of the conflict of laws and the UN Convention on Contracts for the International Sale of Goods.

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- 34.3 The courts of the Czech Republic with jurisdiction for Prague 8 shall have jurisdiction.
- 34.4 Should any provision of these terms and conditions be or become ineffective in whole or in part, the contracts concluded in each case (including orders) shall remain effective with the remaining provisions of these terms and conditions continuing to apply. In this case, the parties shall agree on a provision that takes into account the interests of both parties and comes as close as possible to what was intended. This shall also apply in the event of a loophole.
- 34.5 Ancillary agreements are not part of these terms and conditions. Amendments and additional provisions shall only be effective if they have been agreed in writing with the Client. This shall also apply to agreements concerning the written form.
- 34.6 Unless a stricter written form requirement is expressly stipulated in these terms and conditions, the text form (e.g. e-mail) satisfies the written form requirement.