

**General and Special
Terms and Conditions of
Purchase of
NTT DATA Deutschland GmbH**

1. Application

- 1.1. These General Terms and Conditions of Purchase ("**GTCP**") and the Special Terms and Conditions of Purchase ("**STCP**") apply to all contracts ("**order**") concluded by NTT DATA Deutschland GmbH, Hans-Döllgast-Straße 26, 80807 Munich ("**NTT DATA**") with its suppliers ("**Contractor**").
- 1.2. The GTCP in the version valid at the time of conclusion of the respective order or in the version last communicated to the Contractor in text form shall also apply to similar future orders placed with the Contractor, even if their validity is not explicitly agreed again within the scope of these orders.
- 1.3. For all contractual services and pre-contractual obligations between NTT DATA and the Contractor, only these GTCP and STCP apply, unless otherwise agreed in writing. Other contractual terms and conditions shall not become part of the contract, even if NTT DATA does not expressly object to them in individual cases. Even if NTT DATA refers to a written document containing or referring to the terms and conditions of the Contractor or a third party, this does not constitute acceptance of the validity of these terms and conditions for an order.
- 1.4. The services to be provided pursuant to an order by the Contractor may also be provided for a customer of NTT DATA ("**end customer**").

2. Conclusion of the Contract and Components of the Order

- 2.1. The specific order comes into effect by written acceptance ("**purchase order**") from NTT DATA, referring to an offer made by the Contractor or in the case of a concluded agreement in which the parties have agreed on the general procurement of services for a specific term at a specific price upon the Client's request ("**framework agreement**"), through the corresponding service request by NTT DATA vis-à-vis the Contractor, ("release order from framework agreement [F]").
- 2.2. If NTT DATA places an order with the Contractor with regard to services which the Contractor is to provide to an end customer and if no contractual agreement has been concluded between the end customer and NTT DATA for the provision of these contractual services by NTT DATA to the end customer, the respective order shall be subject to the condition precedent of the contract concluded between NTT DATA and the end customer.
- 2.3. The Contractor must inform NTT DATA immediately of any obvious mistakes (e.g. typographical errors and miscalculation) and any incompleteness in the purchase order or release orders from the framework contract, including the related documents, for the purpose of correction or completion.
- 2.4. The following order of priority applies to contractual documents of the order, whereby in case of contradictions of individual provisions in these documents the provision in a numerically lower-titled document take precedence over the provision in a numerically higher-titled document:
 - I. Purchase order pursuant to clause 2.1.
 - II. Negotiation records/confirmed individual release order from a framework agreement (if available)

- III. Tender documents from NTT DATA (if available)
- IV. Specification of services of the Contractor's final offer (but excluding the Contractor's delivery and contractual terms and conditions)
- V. Framework or other individual agreement(s) between NTT DATA and the Contractor (if available)
- VI. Any STCP included in the purchase order
- VII. These GTCP

3. Period of Performance and Default

- 3.1. A period of performance defined by NTT DATA in the order or specified by the Contractor in its offer is binding, whereby the first working day shall be deemed to have been agreed with binding effect for timelines following calendar weeks or months.
- 3.2. The Contractor undertakes to immediately notify NTT DATA in writing if it is unlikely that it shall be able to meet the agreed periods of performance - for whatever reason.
- 3.3. If the Contractor does not provide its services or defaults in the provision of the services, NTT DATA's rights are determined in accordance with clause 3.4 and otherwise in accordance with the statutory provisions.
- 3.4. If the Contractor is in default, NTT DATA may demand a contractual penalty in the amount of 0.2 % of the net value of the respective order per calendar day of default, but no more than 5% of the net value of the delayed delivery. NTT DATA is entitled to demand the contractual penalty in addition to the performance; the right to assert further damage remains unaffected.

4. Services Provided by the Contractor, Transfer of Risk, Default of Acceptance

- 4.1. The Contractor is responsible for providing or delivering the services specified in the order.
- 4.2. The Contractor shall provide the services to be rendered pursuant to an order with the utmost care, observing state-of-the-art science and technology, whereby the Contractor is not authorised to provide the services partially or prematurely without the prior written consent of NTT DATA.
- 4.3. The Contractor shall ensure that all relevant statutory provisions at the time of the provision of services are complied with by the service provider and any subcontractors who may be required to provide the service. In particular, the Contractor is responsible for ensuring that it has obtained all licenses, releases, approvals and consents required legally or by third parties, which are necessary for the provision of services within the scope of an order. The Contractor shall indemnify NTT DATA from any third-party claims based on the failure of the Contractor or a subcontractor commissioned by it to comply with a relevant legal provision or their violation of a relevant legal provision.
- 4.4. The Contractor shall manage and take full responsibility for provision of the contractually owed services. Only the Contractor is authorised to give instructions to its employees. The Contractor shall ensure that, for its part, the personnel assigned by it are not included in an operation by NTT DATA, in the operation of a group company of NTT DATA, or, in the case of use of the Contractor by an end customer, in the operation of an end customer.
- 4.5. Prior to commencement of the services, the Contractor shall appoint a competent and responsible contact person at the Contractor for the acceptance of declarations. Communication within the framework of an order with regard to legally binding declarations and also with regard to deployed personnel takes place

- exclusively via the contact person nominated by the Contractor. A change of contact person must be announced to NTT DATA in good time.
- 4.6. The Contractor shall only use sufficiently qualified employees for the execution of the order and provide proof thereof on request of NTT DATA. In the event of repeated or serious misconduct by individual employees to the detriment of NTT DATA, NTT DATA may require the Contractor to refrain from using these employees within the framework of the provision of services. The Contractor must replace these employees immediately.
 - 4.7. For services within and outside the business premises of NTT DATA or the end customer, the Contractor must comply with the applicable security regulations and information guidelines that NTT DATA provides to the Contractor on request.
 - 4.8. When accessing information and telecommunications technology belonging to NTT DATA or the end customer, the Contractor must strictly adhere to applicable information security guidelines.
 - 4.9. The Contractor undertakes to comply with any further or amended guidelines provided by NTT DATA. This shall not apply to the extent that this is not reasonable for the Contractor and it has objected in writing to NTT DATA with respect to the guideline immediately after having been informed of it, stating the relevant reasons.
 - 4.10. The Contractor is not entitled to represent NTT DATA unless otherwise expressly agreed between the parties.
 - 4.11. However, the Contractor must expressly offer NTT DATA its services even if a specific or determinable calendar date and time has been agreed for an action or act of cooperation on the part of NTT DATA (e.g. provision of material).
- 5. Cooperation of NTT DATA**
- 5.1. NTT DATA shall take the necessary cooperative steps in good time, insofar as these are explicitly agreed in these GTCP, STCP or within the scope of an order. If necessary, NTT DATA's obligations of cooperation specified by the Contractor must always be described exhaustively by the Contractor in its offer.
 - 5.2. NTT DATA shall provide the Contractor with the documents/information - agreed upon within the scope of the obligations of cooperation, if available, at the agreed dates. If information cannot be disclosed openly due to conflicting third-party rights, this does not constitute insufficient cooperation.
 - 5.3. Insufficient cooperation of NTT DATA must be reported and demanded by the Contractor immediately in writing. Otherwise, NTT DATA shall not be in default with this and the Contractor cannot invoke improper cooperation by NTT DATA.
- 6. Employees of the Contractor**
- 6.1. With the purchase order executed by NTT DATA, the Contractor declares to NTT DATA that until now no investigations have been carried out against the Contractor in reference to the Posted Employees Act or such investigations have been inconclusive.
 - 6.2. The Contractor undertakes to grant the minimum wage stipulated in the statutory and collective agreements, in particular the Posted Employees Act and the relevant collective agreements, as well as agreed surcharges, including contributions to social insurance, employment promotion and social security expenses to employees and marginally employed persons.
 - 6.3. In addition, the Contractor undertakes to inform NTT

DATA if investigations by the competent authority are launched against it due to the violation of work permit or residency provisions or due to a violation of the Posted Employees Act.

7. Prices, Conditions of Payment, Invoice Details

- 7.1. The price quoted in the Contractor's offer and, where applicable, identical in the purchase order is binding. All prices are exclusive of statutory VAT, which must be shown separately. The agreed prices are fixed until the conclusion of all contractually owed services.
 - 7.2. Unless otherwise agreed in individual cases, the price includes all services and ancillary services provided by the Contractor (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance, as well as travel expenses). If travel expenses are not included in the price, then the travel expense agreement for external service providers of NTT DATA applies.
 - 7.3. The agreed price is payable within 45 calendar days of the complete delivery and performance (including any agreed acceptance) as well as receipt of a proper invoice by NTT DATA without deductions.
 - 7.4. If NTT DATA makes the payment within 30 calendar days, the Contractor shall grant NTT DATA a 2% discount on the gross amount of the invoice. In the case of a bank transfer, the payment shall be deemed to have been made on time if NTT DATA's transfer order is received by NTT DATA's bank before the end of the payment period; NTT DATA is not responsible for delays by the banks involved in the payment transaction.
 - 7.5. In all delivery documents and invoices, the order number, cost centre, order and contact person must be specified by NTT DATA in addition to the statutory requirements under § 14 UStG (German Value-Added Tax Act). If one or more of these details is missing and as a result, processing within the normal course of business by NTT DATA is impaired, the corresponding invoice shall be rejected by NTT DATA and returned to the Contractor. The payment periods defined in clause 7.4 shall be extended accordingly until an invoice corresponding to the prerequisites specified in clause 7.6 has been submitted by the Contractor to NTT DATA.
 - 7.6. NTT DATA is entitled to withhold due payments as long as NTT DATA still has claims against the Contractor from incomplete or defective services.
 - 7.7. The Contractor shall have a right of set-off or retention only on the basis of legally established or undisputed counterclaims.
 - 7.8. Possible banking fees shall be borne by each party itself.
- 8. Changes to Services and Additional Services**
- 8.1. NTT DATA may, except when a purchase contract is the subject of the respective order, demand changes in the contractual services from the Contractor at any time. This applies in particular if changes to the services or additional services are required in order to achieve the contractual purpose agreed between the parties, if such changes are necessary to adhere to the deadlines and/or budget and/or if an end customer requires NTT DATA to make a corresponding change to the service.
 - 8.2. The Contractor is obliged to immediately check a change addressed to it by NTT DATA for its feasibility as well as its effect on costs, quality and deadlines and to provide NTT DATA with this assessment in writing within a reasonable period.
 - 8.3. The Contractor can only object to the implementation

- of a change request by NTT DATA if it cannot reasonably be expected to implement the change request.
- 8.4. If the Contractor accepts the change request by NTT DATA, the Contractor shall provide NTT DATA with a new written offer ("**supplementary offer**") for the additional services stating the original purchase order (PO number). The changed service may only be provided after the purchase order has been placed.
- 8.5. No remuneration shall be made for services provided by the Contractor that do not meet these requirements. If no agreement is reached on a change in the service, NTT DATA may terminate the existing contract for the service affected by the requested change pursuant to clause 8.2 unless NTT DATA cannot reasonably be expected to adhere to the contract without the implementation of the requested change. The remaining termination rights on the part of NTT DATA remain unaffected by this provision.
- 9. Rights to Work Results**
- 9.1. The Contractor grants NTT DATA the irrevocable, transferable and exclusive right, unrestricted by time or place, to use the results ("**work results**") within the scope of an order in all known and unknown ways. The exclusive rights of use shall pass to NTT DATA immediately upon the creation of the work results and thus, where applicable, continuously. These include the following rights in particular:
- the right to register protectable industrial property rights, in particular patents or utility models, for the work results;
 - the right to make changes, translations, adaptations or other modifications to the work results and to have them further developed by themselves or by third parties;
 - the right to use the work results, also in edited form, on computers or other data processing machines or to have them used by third parties;
 - the right to save, duplicate, present, publish, disseminate in a physical or intangible form, in particular reproduce non-publicly and publicly, the work results in the original or an edited form on any medium;
 - the right to use them in databases, data networks and online services, including the right to make the work results, including those in edited form, available to users of databases, networks and online services for research and retrieval;
 - the right to use the work results not only for proprietary purposes, but also to use the work results for the provision of services and other performances for third parties;
 - the right to disclose the work results to third parties without the consent of the Contractor and to grant third parties rights to use the work results without the consent of the Contractor
- 9.2. The Contractor shall waive designation as the author of the work results created. This shall also apply after termination of the respective order.
- 9.3. At the latest upon termination of the order, the Contractor must, without being requested to do so, surrender all work results, associated documents, materials and data to NTT DATA, if required on request of NTT DATA during the term of the contract. The Contractor shall be entitled to keep a copy of the work results for proof of the services provided by it for a maximum period of time specified in applicable statutory provisions for storage. Further rights, in particular a right of reproduction or distribution, are not available to the Contractor for these work results.
- 9.4. Insofar as the Contractor provides software developments or other programmes on the basis of an order, it provides NTT DATA with the documented source code as well as documentation consisting of a functional and technical description of the source code to the extent of the transfer of rights pursuant to this clause 9. This must be submitted at the latest on acceptance of the order and is therefore a prerequisite for acceptance.
- 9.5. All claims of the Contractor for the transfer of rights to the work results to NTT DATA shall be settled by payment of the respective remuneration of the Contractor pursuant to clause 7.
- 10. Rights of Third Parties**
- 10.1. The Contractor guarantees that the contractually agreed use of the contractual services does not conflict with the rights of third parties.
- 10.2. The contractual partner shall inform the other contractual partner immediately in writing if third parties assert rights to the work results against a party.
- 10.3. The Contractor shall indemnify NTT DATA from all third-party claims arising from the violation of its rights vis-à-vis NTT DATA based on the Contractor's work results and, in particular, refuses all third-party claims against NTT DATA at its own expense, insofar as this is legally permissible. This does not apply if the Contractor is not responsible for the violation. The Contractor shall, without being requested to do so, keep NTT DATA continuously informed in writing about the course of the dispute with the third party.
- 11. Warranty**
- 11.1. NTT DATA is entitled to statutory claims in the case of material and legal defects ("**defects**") of the goods or the services provided and also in the case of other violations of obligations by the Contractor, unless otherwise specified below.
- 11.2. According to the statutory provisions, the Contractor is liable in particular for the fact that the Contractor's goods and/or services are in the condition agreed in the order upon transfer of risk to NTT DATA. In any case, those descriptions which have become the subject matter of the respective order, in particular by designation or reference in the order, are deemed to be an agreement on the condition. It makes no difference whether the description originates with NTT DATA, the Contractor or any third parties/manufacturers.
- 11.3. If defects are discovered prior to or at the time of the transfer of risk or occur during the respective limitation periods applicable pursuant to clause 11.6, the Contractor shall, at NTT DATA's discretion, either remedy the defects within a reasonable period set by NTT DATA (repair) or deliver or provide new goods/services free of defects (subsequent delivery).
- 11.4. If the Contractor does not comply with its obligation to supplementary performance, then NTT DATA is entitled to withdraw from the contract in whole or in part or to demand a reduction in the agreed price or to remedy the defect itself and to claim reimbursement for the incurred costs or an appropriate advance payment from the Contractor.
- 11.5. If the supplementary performance by the Contractor has failed or NTT DATA cannot reasonably be expected to accept it (e.g. because of particular urgency, danger to operational safety or imminent occurrence of disproportionate damage), no deadline is required; in such circumstances, NTT DATA shall inform the Contractor immediately and if possible, prior to the commencement of the removal operations.
- 11.6. The limitation period for claims for defects begins with

the transfer of risk and, unless otherwise stipulated in the respective STCP, is governed by the statutory provisions.

- 11.7. Upon receipt of the written notification of defects by the Contractor, the limitation period of warranty claims shall be suspended until the Contractor rejects the claims or declares the defect remedied or otherwise refuses to continue negotiations with NTT DATA concerning the claims. In the case of replacement and remedy of defects, the warranty period for replaced and repaired parts begins again, unless NTT DATA had to assume, based on the behaviour of the Contractor, that the latter was not obliged to take the measure, but instead carried out the replacement or remedying of the defect only for reasons of goodwill or similar.
- 11.8. The costs incurred by the Contractor for the purpose of reviewing and subsequent performance (including any removal and installation costs) shall be borne by the Contractor even if it turns out that in actual fact there was no defect. The liability for damages in the case of unjustified remedy of defects remains unaffected; in this respect, however, NTT DATA shall be liable only if NTT DATA has recognised, or failed to recognise through gross negligence, that there was no defect.
- 11.9. By accepting or approving presented samples or specimens, NTT DATA does not waive its entitlement to warranty claims.
- 11.10. Further or other statutory claims remain unaffected.

12. Confidentiality

- 12.1. The Contractor undertakes to treat as confidential any and all knowledge of confidential information and trade secrets of NTT DATA obtained during the execution of an order, even after termination of the cooperation. This includes, in particular, technical and non-technical information, data, ideas, inventions, trade secrets, know-how and/or other information that is identified as confidential or identifiable as such.
- 12.2. The Contractor undertakes not to disclose any confidential information or material to third parties and to take all reasonable precautionary measures to protect their confidentiality. Third parties include employees who do not need confidential information to perform their duties. The Contractor shall alert its employees to the obligation of non-disclosure and secrecy and the labour law implications of any violation of such obligation, as well as to monitor compliance on an ongoing basis.
- 12.3. At the latest upon termination of the respective order, the Contractor shall destroy all confidential documents handed over to it, including all copies, or return them to NTT DATA on its request prior to termination. In case of destruction, the Contractor shall confirm the destruction of the documents to NTT DATA immediately after this has been carried out.
- 12.4. The confidentiality obligation shall not apply to information (i) which was already known or subsequently made public at the time of publication, without any failure to comply with the above provisions, (ii) disclosed by NTT DATA expressly on a non-confidential basis, (iii) that was already in the lawful possession of the Contractor prior to disclosure, or (iv) that was subsequently disclosed to the Contractor by a third party without violating a confidentiality obligation. The burden of proof for the existence of one of the above exceptions shall be borne by the Contractor

13. Data Protection

- 13.1. It is the Contractor's responsibility to ensure that all persons employed by it for the provision of services within the scope of an order comply with the statutory provisions on data protection. The Contractor shall oblige the aforementioned persons to maintain data secrecy prior to commencing their activities for NTT DATA and to provide evidence of such an obligation on request of NTT DATA.
- 13.2. If personal data is processed on behalf of the Contractor for NTT DATA, the parties shall conclude a corresponding agreement on data processing in the order, which shall be made available to the Contractor by NTT DATA. The Contractor shall ensure that, in the case of a further transfer of activities to the Contractor's subcontractors, the obligations arising from the Data Processing Agreement on behalf of the Contractor shall be agreed upon with the subcontractor accordingly.

14. Information Security

- 14.1. ("Data") within the meaning of these GTCP and STCP is machine-processable characters or a sequence of characters stored electronically, magnetically or otherwise not immediately perceptible or documented in any other form and from which information can be derived. The Contractor is obliged to secure data provided within the scope of the order or information derived therefrom by NTT DATA, the end customer as well as its own data and information required for the provision of services against unauthorised access, alteration, destruction and other misuse using state-of-the-art technology, to process this data separately from the data and information of the Contractor's other clients and to ensure the complete recovery of this data or information at any time.
- 14.2. The Contractor may, depending on the need to protect the data and information in the respective order and in particular if an end customer so requests from NTT DATA and its subcontractors, provide evidence of an appropriate level of information security in the Contractor's premises, in particular by providing appropriate certificates (e.g. ISO 27001, "TISAX" etc.).
- 14.3. The Contractor guarantees that no malware (e.g. software infected with viruses, worms or Trojan horses) shall be used in the execution of an order or for damage resulting from the use of the aforementioned malware by NTT DATA or the end customer.
- 14.4. Insofar as the Contractor provides services in the premises of NTT DATA or the end customer or accesses IT systems of NTT DATA and/or the end customer, the Contractor must comply with any guidelines regarding the information security of NTT DATA or the end customer, which NTT DATA shall make available to the Contractor on request.
- 14.5. The Contractor must ensure that any subcontractors employed by it are obliged to comply with the essential obligations defined in this clause 14 by means of corresponding contractual provisions.

15. Subcontractors

- 15.1. The Contractor shall only be entitled, with the prior written consent of NTT DATA, to entrust subcontractors in whole or in part with the provision of services rendered by it vis-à-vis NTT DATA.
- 15.2. NTT DATA's consent for subcontracting to a subcontractor may be conditional and is revocable.
- 15.3. NTT DATA is entitled to withdraw with immediate effect, in particular if, within the scope of a hearing or decision by the German pension insurance scheme, it should emerge that the subcontractor has a dependent employment relationship or is assumed to

- have one.
- 15.4. The Contractor shall essentially oblige the subcontractors used to follow their own obligations towards NTT DATA, in particular with regard to secrecy and data protection.
 - 15.5. The Contractor shall ensure that each of its subcontractors meets the legal minimum wage requirements for its employees.
 - 15.6. The Contractor shall be liable to NTT DATA for the fault of the subcontractors employed by it as well as for its own negligence.
 - 15.7. If the Contractor violates any of the aforementioned obligations or assurances in clauses 15.1 - 15.6, the Contractor shall be liable to NTT DATA for all resulting damages. The Contractor shall indemnify NTT DATA from all claims arising from such violations. In addition, the parties agree that a violation of the content of this clause 15 constitutes good cause that entitles NTT DATA to terminate the contract with the Contractor without notice.
- 16. Special Regulatory Conditions in the Banking Sector**
- 16.1. If the object of the order is the provision of services for an institute within the meaning of § 1 KWG (German Banking Act) ("*institute*") as an end customer of NTT DATA to which the provisions of §§ 25a and 25b KWG apply, the Contractor undertakes to comply with the minimum risk management requirements ("MaRisk") pursuant to Circular 9/2017 of 27 October 2017 of the Federal Financial Supervisory Authority ("BaFin"), as due to the sub-outsourcing of services by NTT DATA to the Contractor, the obligations pursuant to AT 9 MaRisk apply to the Contractor's performance share.
 - 16.2. The following obligations within the meaning of MaRisk are to be fulfilled by the Contractor in relation to the services to be provided by it and to areas outsourced to it within the meaning of MaRisk:
 - a) The Contractor shall notify NTT DATA of significant defects in its performance immediately after their discovery.
 - b) The Contractor shall, without being requested to do so, immediately inform NTT DATA in writing about any developments that could significantly affect the proper performance of its services.
 - c) The sub-outsourcing or partial sub-outsourcing of the service owed under the contract by the Contractor to a subcontractor requires the formal written consent of NTT DATA and the end customer.
 - d) The Contractor grants NTT DATA, the end customer, BaFin and the Deutsche Bundesbank the information, inspection and access rights to the relevant premises and systems required to perform their monitoring functions, as well as the necessary rights of instruction and control.
 - e) NTT DATA, the end customer, BaFin and the Deutsche Bundesbank have the right to carry out audits of the Contractor at any time, fully and unhindered in accordance with the statutory provisions. The Contractor grants BaFin or any other entity responsible for monitoring the business operations of the end customer or NTT DATA a full, complete and unhindered right of access, inspection and audit at any time. The right to audit also includes the right to make copies of documents relevant to the performance of the audit.
 - f) The Contractor, provided that it simultaneously provides services to several institutes, ensures that its services provided to NTT DATA are separated from the service areas of the Contractor's other customers by appropriate technical and organisational precautionary measures in accordance with the relevant requirements of the relevant supervisory authorities. In this regard, the Contractor also ensures that the services for different customers can be provided independently of each other and that any rights to issue instructions exercised by different customers can be taken into account independently of each other.
- g) The Contractor shall comply with all reporting obligations arising from MaRisk vis-à-vis the supervisory authorities or third parties appointed by them, the end customer or NTT DATA. When submitting reports to the supervisory authorities or the end customer, NTT DATA must be given a copy of the submitted report.
- 17. Compliance with the Anti-Bribery Laws and Policies**
- 17.1. Contractor shall:
 - a) comply with all applicable laws, statutes, regulations as well as any anti-bribery, anti-corruption, anti-money laundering and anti-tax evasion legislation (collectively referred as "Anti-Bribery Requirements");
 - b) not perform any activity, practice or conduct which would constitute an offence under the Anti-Bribery Requirements;
 - c) strictly comply with the NTT DATA EMEA and NTT DATA respective policies relating to anti-bribery and anti-corruption ("Anti-Bribery Policies") which include inter alia aa) the relevant provisions of the NTT DATA EMEA Global Code of Business Conduct, including without limitations Exhibit A "Suppliers and Agents minimum standards of conduct" available at <https://de.nttdata.com/einkaufsbedingungen>, the EMEA Anti-Corruption Policy, available at <https://de.nttdata.com/einkaufsbedingungen> and upon request to the NTT DATA Legal & Compliance Department;
 - d) have and shall maintain in place throughout the term of this order its own policies and procedures, including but not limited to adequate procedures under the applicable Anti-Bribery Requirements, as well as policies and procedures relating to accounting for financial transactions, training personnel and third parties due diligence, to ensure compliance with the Anti-Bribery Requirements;
 - e) not promise, nor offer nor grant any undue financial or other advantage which may violate Anti-Bribery Requirements;
 - f) report promptly to NTT DATA any potential or effective breach of the Anti-Bribery Clause;
 - g) indemnify and keep NTT DATA harmless for any damages or costs that may arise from a breach of this Anti-Bribery Clause.
 - 17.2. NTT DATA shall, in addition to the audit rights pursuant to clause 18, have the right to carry out audit, to examine and to make copies of all records relating to the order, including any accounting, contractual and financial records and internal policies and procedures ("Audit Rights"). The Contractor must retain all records and accounts for the entire duration of the order and for further years following the order termination, according with the local applicable tax laws. The Audit Rights shall be included in any contract that the Contractor signs with its subcontractors within the order and term of the order.

- 17.3. In addition, in the event Contractor engages subcontractors or any other third parties that are providing, if any, services in relation to the order, Contractor shall provide in the relevant subcontract the same provisions as set forth in this Anti-Bribery.
- 17.4. In the event of a violation by the Contractor of existing obligations pursuant to this clause 17, NTT DATA has an extraordinary right to immediately terminate the order and further business relations with the Contractor. A claim for damages of the Contractor does not exist in this case.

18. Audit Rights

- 18.1. NTT DATA is entitled to assure itself of the Contractor's fulfilment of the obligations arising from an order, including the obligations pursuant to these GTCP or STCP, through appropriate checks. ("Audit") if
- a) NTT DATA has factual indications that the Contractor is violating essential obligations pursuant to these GTCP and/or STCP, or
 - b) an end customer requires an audit by the Contractor.
- 18.2. An audit at the Contractor's premises shall take place under the constant supervision of competent employees of the Contractor. The Contractor must ensure that in the case of an audit, such employees are available at the time of the audit. If NTT DATA wishes to carry out such an audit, the Contractor shall provide NTT DATA without delay with the information required and requested for the audit. NTT DATA shall endeavour to avoid interruptions to the Contractor's business operations as effectively as possible.
- 18.3. The Contractor shall ensure that NTT DATA is also entitled to the right to audit with respect to the Contractor's subcontractors.
- 18.4. NTT DATA is authorised to commission an independent service provider who does not compete with the Contractor and undertakes to maintain confidentiality.
- 18.5. The cost of an audit shall be borne by NTT DATA, unless the audit proves that the Contractor has violated its obligations under the relevant order that was the subject of the scope of the audit.

19. Environment

- 19.1. During the performance of services, the Contractor shall use the necessary resources (in particular materials, energy and water) effectively and efficiently and minimize the environmental impact (in particular with regard to waste, waste water, air and noise pollution). This also applies to the logistics/transport effort.
- 19.2. If the delivery of goods is agreed, the contractor shall, upon request, promptly provide NTT DATA with such information as will enable NTT DATA to assess the quantitative evaluation of the contractor's resource efficiency in relation to the total annual order volume with NTT DATA (e.g. total energy consumption; CO2 emissions; total water consumption; process waste water quantity; waste quantities; VOC emissions). In addition, upon request, the contractor shall provide NTT DATA with information (including data on material usage) for a life cycle assessment with respect to the deliverables or parts of the deliverables in accordance with the VDA's data collection format for life cycle assessments. If the deliverables are chemical substances, mixtures or materials, the contractor shall provide NTT DATA with "safety data sheets" ("Safety Data Sheets")

- 19.3. The Contractor is obliged to ensure by appropriate contractual arrangements with its subcontractors that the regulations contained in this clause 19 ("Environment") are complied with.

20. Social Responsibility

- 20.1. It is of paramount importance to NTT DATA that entrepreneurial activities take into account social responsibility towards its own employees and society at large. The contractor is committed to compliance with the principles and rights adopted by the International Labor Organization (ILO) in the "Declaration on Fundamental Principles and Rights at Work" (Geneva, 06/98), the guidelines of the UN Global Compact Initiative (Davos, 01/99) and the UN Guiding Principles on Business and Human Rights (2011).

The following principles are of particular importance:

- Respect for human rights
- Prohibition of child labor and forced labor
- Positive and negative freedom of association
- No discrimination on the basis of gender, race, ethnic origin, religion or belief, trade union membership or similar, disability, age, sexual identity, nationality, marital status, political affiliation, veteran status, or any other characteristic protected by local law
- Compliance with occupational safety and health protection
- Protection against individual arbitrary personnel measures
- Ensuring employability through education and training,
- Compliance with socially adequate working conditions
- Creation of conditions that allow employees to enjoy a decent standard of living
- Remuneration that enables the securing of livelihood including social and cultural participation,
- Realization of equal opportunities and family-friendly conditions
- Protection of indigenous rights
- Prohibition of bribery and extortion
- Safeguarding animal welfare and protection, in particular observance of the 3R principle (Replacement, Reduction, Refinement) in animal experiments
- Compliance with applicable laws and regulations

In view of the above, the Contractor shall take reasonable measures to avoid bribery offences in its business.

- 20.2. Upon written request, the Supplier shall provide NTT DATA with information on non-financial performance indicators such as environmental, employee and social concerns, respect for human rights and the fight against corruption and bribery as well as the underlying strategies and processes in accordance with recognized standards, e.g. in the form of a sustainability report in accordance with GRI or DNK declaration of conformity. If the Contractor is required by law to report on non-financial performance indicators, it shall be sufficient to submit the relevant report.

- 20.3. The Contractor warrants that the information it provides in relation to its non-financial performance indicators in accordance with clause 20.2 is accurate, complete and up to date as of the relevant date referred to in the documents or information and gives a true and fair view of the Contractor's non-financial condition.
- 20.4. It is the Contractor's responsibility to ensure that its subcontractors also act in accordance with the regulations set out in this Clause 20 ("Social Responsibility")

21. Obligation to Maintain Pecuniary Damage Liability Insurance

The Contractor must take out public liability insurance and pecuniary damage liability insurance with a reputable insurance company with sufficient financial stability, to maintain it for the duration of an order and to prove the existence of the aforementioned insurance cover to NTT DATA on request at any time. The amount of the insurance cover must be appropriate to the respective order and cover at least the typically foreseeable damage.

22. Assignment

The Contractor is not entitled to assign its claims from the contractual relationship to third parties. This shall not apply insofar as these concern monetary demands.

23. Place of Performance, Court of Jurisdiction and Applicable Law

- 23.1. All changes and additions must be made in writing. Any changes to this provision must also be made in writing.
- 23.2. If parts of these GTCP and/or the respective STCP are ineffective or become ineffective, the remaining provisions shall remain unaffected. The parties undertake to replace the ineffective or void parts with economically equivalent, legally binding provisions which come as close as possible to the economic purpose of the invalid provisions.
- 23.3. The place of performance for both sides and exclusive place of jurisdiction for all disputes arising from the contractual relationship is the registered office of NTT DATA.
- 23.4. The contractual relationship between NTT DATA and the Contractor is exclusively subject to the law of the Federal Republic of Germany to the exclusion of international private law and the UN Sales Convention.

Special Terms and Conditions of Purchase for Services ("STCP-Services")

1. Application

- 1.1. These STCP-Services apply to all services that NTT DATA has commissioned the Contractor to provide.
- 1.2. These STCP-Services apply primarily to the GTCP. The order of precedence pursuant to clause 2.4 of the GTCP applies.

2. Contractor's Services

Clause 4 of the GTCP is supplemented/substantiated as follows

- 2.1. The Contractor shall provide verifiable proof of performance of the services provided by it. In the case of services within the business premises of NTT DATA and/or business premises of the end customer, the Contractor shall have the performance certificates of NTT DATA or the end customer regularly signed off.
- 2.2. The hours worked by the Contractor are recorded independently of the type of remuneration (fixed price/at cost) in the template provided by NTT DATA

for this purpose. The completed template shall be sent by e-mail to the project manager nominated by NTT DATA to the Contractor.

- 2.3. The Contractor shall, without being requested to do so, immediately inform NTT DATA about those facts or their changes which could justify a suspicion of undercover employee leasing or bogus self-employment.

3. Remuneration and Terms of Payment

Clause 7 of the GTCP is supplemented/substantiated as follows:

- 3.1. If the remuneration for services has been agreed at cost, this is carried out on the basis of the agreed employee working day's rates. In this case, an employee working day consists of eight (8) hours. Employee working days that are not fully paid shall be remunerated pro rata on a half-hour basis according to the actual paid and proven expenses. If the Contractor has provided NTT DATA with an estimate with respect to its expenses (e.g. in its offer) prior to placing the order, the Contractor shall be bound to this cost estimate, unless this is expressly stated as non-binding in the order or the offer.
- 3.2. If a maximum level of remuneration or a fixed price (quota) has been agreed with regard to the remuneration for the services pursuant to the respective order, the Contractor shall be bound by these maximum levels of remuneration or fixed prices.
- 3.3. In the cases of clauses 3.1 and 3.2, the Contractor shall not be entitled to demand the estimated total expenses, demand the expenses up to the defined maximum level of remuneration or demand the entire expenses included in a fixed price (quota) by NTT DATA. NTT DATA is entitled at any time to discontinue the service request by written notification to the Contractor with effect from the next day. In this case, the Contractor has no claims from the premature termination of the service request.
- 3.4. If a maximum level of remuneration or a quota has been agreed, the Contractor shall, in the event of request by NTT DATA, provide the service in full up to the agreed maximum level of remuneration or until the respective quota has been exhausted. Additional expenses for the full provision of the agreed services shall be borne by the Contractor in the event of an agreed maximum level of remuneration. Additional claims are excluded.
- 3.5. Invoicing shall take place on a monthly basis, retrospectively, for the services provided in the previous month, at the latest by the fifteenth day of the following month.
- 3.6. The Contractor shall attach a verifiable performance certificate to each monthly invoice.

4. Contractual Term and Termination

- 4.1. The contract has an agreed term in the respective order.
- 4.2. NTT DATA is entitled to terminate the respective order with a notice period of four (4) weeks to the respective end of the month. If the contract underlying the respective order between NTT DATA and the end customer in relation to the services to be provided by the Contractor cannot be continued because this contractual relationship ends by termination or cancellation, NTT DATA is entitled to cancel the contract with the Contractor with a notice period of 5 working days.
- 4.3. In cases pursuant to clause 4.2, a claim for remuneration of the Contractor expires when the termination becomes effective. Services that have been provided by the time the termination takes effect

- shall be invoiced by the Contractor in accordance with the terms of these GTCP and STCP-Services.
- 4.4. The contracting parties reserve the right to terminate the contract without notice for good cause.

Special Terms and Conditions of Purchase for Marketing Services (“STCP-Services (Marketing)”)

1. Application

- 1.1 These STCP-Services (Marketing) apply exclusively to all services in the area of marketing that NTT DATA has commissioned the Contractor to provide.
- 1.2 These STCP-Services (Marketing) are primarily related to the GTCP and the STCP-Services that complement these STCP-Services (Marketing). The order of precedence according to clause 2.3 of the GTCP applies, subject to the condition that the STCP-Services (Marketing) are in line with the rules of the STCP-Services in case of contradictions.

2. Contractor’s Services

Clause 4 of the GTCP is supplemented/substantiated as follows:

- 2.1 Prior to commencing its services, the Contractor shall liaise with the competent marketing & communications department on the Client’s existing design principles/corporate identity & design and shall take this as a basis for the service to be provided. Any related expenses of the Contractor are covered by the remuneration agreed within the scope of an order.
- 2.2 If the Contractor intends to commission subcontractors with services for the preparation of media/formats (such as typesetting, repro, printing, etc.), the Contractor requires the prior written consent of NTT DATA.

3. Rights to Work Results

Clause 9 of the GTCP is supplemented/substantiated as follows:

- 3.1 All documents, advertising materials, products and other physical items, which are given to the Contractor within the scope of an order or created by it for NTT DATA within the scope of an order, remain or become the property of NTT DATA at the time of their creation (constructive possession pursuant to § 930 of the BGB [German Civil Code]). The Contractor shall be liable for the proper treatment of this property of NTT DATA and shall protect it against access by third parties and, if necessary, inform NTT DATA immediately in the event of such access. At the request of NTT DATA, the Contractor shall store documents and data media that relate to the contractual relationship free of charge. At the request of NTT DATA, the Contractor shall only store other items if NTT DATA undertakes to bear any costs of storage. Unless otherwise agreed, the return of the documents and data carriers takes place no later than two years after conclusion of the order. Alternatively, subject to the prior consultation and agreement of the parties on this subject, the items may be destroyed by the Contractor
- 3.2 The Contractor is liable for ensuring that its work results and their intended use do not violate the applicable laws and regulations, in particular competition law and legislation governing advertising, where appropriate through legal advice and informing NTT DATA in good time of any risks that may exist. Any costs incurred for this are already settled with the agreed remuneration in the order. In this regard, the Contractor indemnifies NTT DATA from any third-party claims in accordance with the

- provisions of clause 10 of the GTCP.
- 3.3 The Contractor is not liable for the statements contained in advertising about products of NTT DATA which were given by NTT DATA.

4. Taxes and Duties When Commissioning Artists as Subcontractors

Clause 14 of the GTCP is supplemented/substantiated as follows:

Insofar as the Contractor is an agency and commissions independent artists for the provision of services as subcontractors of the Contractor within the scope of an order, the proper fiscal processing and payment of any applicable taxes (in particular to the German Artists’ Social Security Fund) takes place in compliance with all statutory provisions by the Contractor.

Special Terms and Conditions of Purchase for Purchase Contracts (“STCP-Purchase”)

1. Application

- 1.1. These STCP-Purchase apply to contracts for the sale and/or delivery of movable items (“**goods**”), regardless of whether the Contractor manufactures the goods itself or purchases them from suppliers (§§ 433, 651 BGB).
- 1.2. These STCP-Purchase apply primarily to the GTCP. The order of precedence according to clause 2.3 of the GTCP applies.

2. Contractor’s Services

Clause 4 of the GTCP is supplemented/substantiated as follows:

- 2.1 NTT DATA is entitled to change the time and place of delivery as well as the type of packaging at any time by giving written notice at least 14 calendar days prior to the agreed delivery date. The same applies to changes in product specifications, insofar as these can be implemented within the Contractor’s normal production process without significant additional expenses, in which case the notification period according to the above sentence is at least 30 calendar days. NTT DATA shall reimburse the Contractor for any additional costs incurred as a result of the change. If such changes result in delivery delays that cannot be avoided with reasonable efforts in the Contractor’s normal production and business operations, the originally agreed delivery date shall be postponed accordingly. The Contractor shall notify NTT DATA in writing of any expected additional costs or delivery delays in good time prior to the delivery date, but at least within 10 working days of receipt of the notification according to sentence 1.
- 2.2. Delivery takes place within Germany to the place specified in the purchase order. The DDP terms and conditions of delivery (Incoterms 2010) apply. If the destination has not been specified and nothing else has been agreed, delivery shall be made to the registered office of NTT DATA, Hans-Döllgast-Straße 26, 80807 Munich. The respective destination is also the place of performance for delivery and any subsequent performance.
- 2.3. Delivery must be accompanied by a delivery note specifying the date (issue and dispatch), contents of the delivery (item number and quantity) and the order code (date and number). If the delivery note is missing or incomplete, NTT DATA is not responsible for the resulting delays in processing and payment. Separate from the delivery note, NTT DATA must be sent a corresponding dispatch note with the same content.
- 2.4. The Supplier undertakes to supply the Purchaser

exclusively with items which comply with the current status of occupational safety law. Together with the delivery, the Supplier shall provide all documents relevant to occupational health and safety law at its own expense. If, even after delivery, there are changes to the delivered items that are relevant under occupational safety law, the Supplier shall inform the Purchaser of this without delay and provide the corresponding documents at its own expense.

- 2.5. The risk of accidental loss and deterioration passes to NTT DATA upon delivery of the goods to the place of performance.

3. No Retention of Title

- 3.1. The transfer of the goods to NTT DATA must be carried out unconditionally and regardless of whether the purchase price has been paid. However, if NTT DATA accepts transfer of ownership in an offer of the Contractor on condition of payment of the purchase price, the Contractor's retention of title shall cease at the latest upon payment of the purchase price for the delivered goods. In the ordinary course of business, NTT DATA remains authorised to resell the goods prior to payment of the purchase price, subject to advance assignment of the resulting claim (in the alternative, the simple reservation of title extended to resale).
- 3.2. In any case, this excludes all other forms of retention of title, in particular retention of title that is extended, transferred and prolonged for further processing.

4. Warranty

Clause 11 of the GTCP is supplemented/substantiated as follows:

- 4.1. NTT DATA is entitled to the statutory claims in the case of material and legal defects of the goods and other violations of obligations by the Contractor, unless otherwise specified in the GTCP and below.
- 4.2. By way of derogation from § 442 para. 1 sentence 2 BGB, NTT DATA shall have full and unlimited warranty claims even if NTT DATA has remained unaware of the defect at the conclusion of the contract as a result of gross negligence.
- 4.3. The statutory provisions (§§ 377, 381 HGB [German Commercial Code]) apply to the commercial duty to inspect and notify defects subject to the following condition: The inspection obligation is limited to defects which become obvious during an incoming goods inspection under external assessment including the delivery documents and within the scope of a quality control in the sampling procedure (for example transport damage, incorrect delivery and shortfall in delivery). Moreover, it depends on the extent to which an inspection, taking into account the circumstances of the individual case, is feasible in the ordinary course of business.
- 4.4. In any case, deviations in quality and quantity are reported in good time if NTT DATA informs the Contractor within 10 working days of receipt of the goods at NTT DATA. Hidden material defects are in any case objected to in good time if the Contractor is notified within 10 working days of discovery.

5. Suppliers' Recourse

- 5.1. The statutory claims for recourse within a supply chain (suppliers' recourse pursuant to §§ 478, 479 BGB) are, in addition to claims for defects, granted unconditionally to NTT DATA. In particular, NTT DATA is entitled to demand exactly the type of supplementary performance (repair or replacement) from the Contractor, which NTT DATA owes to its customer on a case-by-case basis. NTT DATA's legal

option (§ 439 para. 1 BGB) is not limited by this.

- 5.2. Before NTT DATA acknowledges or fulfils a claim asserted by its customer (including reimbursement of expenses pursuant to §§ 478 para. 2, 439 para. 2 BGB), NTT DATA shall notify the Contractor and request a written statement with a brief presentation of the facts. If the statement is not delivered within a reasonable period of time and if no mutually agreed solution is brought about, the claim for defects actually granted by NTT DATA is deemed to be owed to its customer; in this case, the Contractor is responsible for supplying evidence to the contrary.

6. Product Liability

- 6.1. If the Contractor is responsible for any product damage, it shall indemnify NTT DATA from third-party claims insofar as the reason lies in its field of control and organisation and it is itself liable vis-à-vis third parties.
- 6.2. As part of its indemnification obligation, the Contractor must reimburse expenses pursuant to §§ 683, 670 BGB arising out of or in connection with third-party claims, including product recalls carried out by NTT DATA.
- 6.3. The Contractor is responsible for any claims asserted by third parties for personal injury or damage to property resulting from a faulty product supplied by it and is obliged to indemnify NTT DATA from the resulting liability. If NTT DATA is obliged to carry out a product recall affecting third parties due to a fault of a product delivered by the Contractor, the Contractor bears all costs associated with the product recall.
- 6.4. The Contractor must take out and maintain product liability insurance at its own expense with a flat-rate coverage of at least EUR 1 million per personal injury/damage to property claim. Upon request, the Contractor shall send NTT DATA a copy of the liability policy at any time.

7. Limitation

Clause 11.6 of the GTCP is supplemented/substantiated as follows:

- 7.1. By way of derogation from § 438 para.1 no. 3 BGB, the general limitation period for claims for defects is three years from the transfer of risk. Insofar as an acceptance has been agreed, the limitation period begins with the acceptance. Accordingly, the 3-year limitation period shall also apply to claims arising from defects in title, whereby the statutory limitation period for third-party claims in rem (§ 438 para. 1 no. 1 BGB) remains unaffected; in addition, claims resulting from defects in title shall under no circumstances lapse as long as the third party can still assert the right against NTT DATA, in particular due to a limitation period.
- 7.2. The limitation periods of sales law including the above extension apply - to the legal extent - for all contractual claims for defects. Insofar as NTT DATA is entitled to non-contractual claims for damages due to a defect, the regular statutory limitation period (§§ 195, 199 BGB) applies unless the application of the limitation periods of sales law in individual cases leads to a longer limitation period.

8. Industrial Property Rights

Clause 10 of the GTCP is supplemented/substantiated as follows:

- 8.1. The Contractor guarantees that the goods delivered by it shall not infringe any industrial property rights of third parties in countries of the European Union or other countries in which it manufactures goods or goods are manufactured on its behalf.
- 8.2. The Contractor is obliged to indemnify NTT DATA from all third-party claims against NTT DATA for

violation of industrial property rights mentioned in clause 8.1 and to reimburse NTT DATA for all necessary expenses in connection with such claims. This claim does not exist insofar as the Contractor proves that it was neither responsible for the infringement of industrial property rights nor should it have been aware of this at the time of delivery when exercising commercial diligence.

- 8.3. Further statutory claims of NTT DATA due to defects in title of the goods delivered to NTT DATA remain unaffected.

Special Terms and Conditions of Purchase for Work ("STCP-Work")

1. Application

- 1.1. These STCP-Work apply to contracts for the performance of work by the Contractor.
1.2. These STCP-Work apply primarily to the GTCP. The order of precedence according to clause 2.3 of the GTCP applies.

2. Contractor's Services

Clause 4.1 of the GTCP is supplemented/substantiated as follows:

The Contractor is responsible for the success of the services specified in the order.

3. Remuneration

Clause 7 of the GTCP is supplemented/substantiated as follows:

- 3.1. Unless otherwise agreed, remuneration for services shall only be provided after complete provision of the services and acceptance of the services by NTT DATA. If the parties agree partial payments, partial payments shall only be made after full provision of the respective partial service and acceptance of the respective partial service by NTT DATA.
3.2. The Contractor shall be bound by agreed maximum levels of remuneration and fixed prices as well as by an estimate of the costs incurred prior to the conclusion of the contract; unless these are expressly designated as non-binding in the purchase order or the transaction.
3.3. If a fixed price for a service has been agreed, the Contractor must provide it completely at the agreed price. Additional expenses for the complete provision of agreed services shall be borne by the Contractor. Additional claims are excluded.

4. Acceptance and Bearing of Risk

- 4.1. The Contractor can demand the acceptance of the complete service only if the service is able to be accepted and is ready for acceptance. Acceptance readiness is deemed to exist if the contractually owed services have been completely provided and are free of defects. The Contractor shall ask NTT DATA to accept the service upon completion and in compliance with the dates specified in the specification of services.
4.2. The Contractor's services shall be accepted in writing. NTT DATA may refuse acceptance if there is a defect which is not insignificant. The Contractor may only request a new acceptance if it has proved that the defect has been eliminated.
4.3. Partial acceptance is excluded unless expressly agreed. Reviews and examinations of interim results as well as the release of partial payments according to milestone schedules do not constitute acceptance.
4.4. The fact that NTT DATA uses or continues to pay for the service or part of the Contractor's service due to operational requirements shall not be a substitute for

acceptance.

- 4.5. The Contractor shall bear the risk for its contractual performance until acceptance of the service by NTT DATA. If the Contractor's full or partial service is damaged or destroyed by force majeure or other unavoidable circumstances beyond the control of the Contractor prior to acceptance, the claim for the contractual remuneration shall cease to apply.

5. Warranty

Clause 11 of the GTCP is supplemented/substantiated as follows:

NTT DATA is entitled to the statutory claims in the case of material and legal defects of the work results and other violations of obligations by the Contractor, unless otherwise specified below.

6. Contractual Term and Termination

- 6.1. The contractual term shall be that agreed in the order.
6.2. During the performance of the work, NTT DATA may terminate the contract pursuant to § 649 BGB. In the case of a termination pursuant to § 649 BGB, the Contractor shall be reimbursed until the termination of the contract takes effect. In addition, the Contractor is entitled to reimbursement of the liabilities resulting directly from the order. Additional claims for performance or compensation are not available to the Contractor on the occasion of termination. If the Contractor is responsible for the termination, it shall not be entitled to a refund of the remuneration.
6.3. The right of each party to terminate the contract for good cause remains unaffected. An important reason shall apply in particular if:

- the execution of the order is visibly endangered by a lack of efficiency on the part of the Contractor or
- facts become known which justify the suspicion of bogus self-employment, or
- the existence of a dependent employment relationship shall be determined in a procedure to determine the social security status of the Contractor (status determination procedure pursuant to Section 7a SGB IV [German Social Security Code]) or
- a third party takes control of the Contractor (e.g. by way of a business acquisition) during a new shareholder contract ("**change of control**") and that third party is a direct competitor of NTT DATA.

7. Other Provisions

If, in addition to services provided under the contract, service-contracted volumes are also contracted, the latter shall be subject to the STCP-Services.