

Scope

1.1 All contracts concluded between the companies of the [Arvato Systems Group](#) ("Client") and the Contractor for "Facility Management Services" like the (i) provision of construction services, (ii) purchase of movable goods and merchandise and (iii) procurement of services, which are concluded by the facility management of the Client shall be governed exclusively by these General Conditions of Purchase ("GCP").

1.2 Any terms and conditions of the Contractor that contradict or deviate from the user of these terms and conditions are expressly not recognized. General terms and conditions of the Contractor shall not become part of the contract even if the Client does not expressly object to them.

1.3 These GPC shall only apply to companies within the meaning of § 14 para. 1 of the German Civil Code (BGB); they shall also be agreed for all future contracts with the Contractor.

1.4 Inclusion of the terms and conditions of the Contractor or third parties through conclusive action is excluded. In particular, the acceptance of deliveries or services as well as payment by the Client shall not make the Contractor's terms and conditions of business the subject of this agreement.

1.5 The Special Provisions applicable to the individual types of benefits are set out below under I. to III. Provisions that apply across the board to all types of benefit are listed under IV. In the event of discrepancies or contradictions between the Special Conditions and the General Conditions, the Special Conditions shall take precedence over the General Conditions.

I. Special provisions for construction works

2 Object of the service

Subject matter of the service is the provision of construction work and other related services by the Contractor in accordance with the order, which is carried out in particular on the basis of the relevant award and contract regulations (VOB).

3 Basis of contract

3.1 Contractual bases are in the following order of priority:

- a) Writing the order
- b) The minutes of the hearing
- c) The Contractor's offers in their most recent authoritative version in accordance with the provisions of the negotiation protocol
- d) This GCP
- e) The General Contract Terms for the Execution of Construction Works (VOB Part B) and the General Technical Contract Terms for Construction Works (VOB Part C) in the version applicable at the time of conclusion of the contract and
- f) The regulations of the BGB

3.2 In the event of contradictions between the aforementioned contractual bases, the respective priority shall apply. In the event of contradictions to the scope of services, the further-reaching service obligation shall apply, even if the textual description of services, planning documents/drawings generally take precedence.

3.3 Supplementary and additional orders are also based on the contractual components listed in section 3.1, unless the parties agree otherwise in individual cases.

3.4 At the time of acceptance, the Contractor's services must comply with the generally accepted rules of technology and the manufacturer's guidelines. The Contractor shall observe the latest state of the art and the relevant public law provisions and guidelines in the latest version. Furthermore, he shall inform the Client in good time of his contractual or legal obligations to cooperate, at least in text form. If difficulties arise or are to be expected during the planning or execution of his construction work, he shall inform the Client as early as possible, at least in text form, irrespective of whether or not he is responsible for these difficulties.

4 Execution documents

4.1 The Contractor shall check the documents provided to him, which have a constructional connection with the performance owed by him, for discrepancies. This applies in particular to errors, deviations from the order, infringements of the generally accepted rules of technology, building regulations and processing guidelines as well as incompleteness and contradictions in the documents. All dimensions are to be checked on site. The Contractor shall notify the Client immediately of any discovered or suspected defects or incompleteness, at least in writing, in the performance of its duties.

4.2 The Contractor shall examine the plans, performance specifications and other documents, materials, instructions and preliminary work of other Contractors made available to it by the Client to determine whether they are suitable for providing the contractual services in the contractually agreed manner free of defects. If the Contractor has cause for concern, he must notify the Client of this immediately - if possible before the work begins - at least in text form (§ 4 para. 3 VOB/B [German Construction Contract Procedures]).

4.3 Insofar as the Contractor is required under the contract to prepare or procure the execution, construction and detail plans, static calculations, formwork plans or other documents necessary for the execution of its services itself, it must submit them to the Client in good time before the start of execution so that they can be checked and coordinated with other trades. Contractually agreed plan submission deadlines must be observed.

4.4 Plans handed over to the Contractor may only be used for the execution of the contractual services. Publication or disclosure to third parties who are not involved in the performance of the services is prohibited.

4.5 The Contractor shall clarify in good time at the beginning of its performance which documentation, acceptances and proofs it must submit to the Client or its Clients for the completion of its performance. The Contractor shall then submit to the Client in good time, if technically possible, 4 weeks before completion of his performance, unsolicited as-built plans, maintenance and operating documents, sample certificates, official approvals, TÜV and supervisory acceptance tests, etc.

4.6 The Contractor is obliged to ascertain the location and course of underground supply lines.

4.7 Prior to the fulfilment of the order, the Contractor shall name the contact person who is responsible and authorised for all measures on the construction site. Amendments or supplements to the contract, in particular supplementary agreements or the ordering of hourly wage work, shall only be binding on the Client if they are declared or approved by the project manager or the persons authorised by law to represent the Client in legal transactions at least in text form.

5 Design

5.1 The Contractor must perform the service with its own company (§ 4 Para. 8 VOB/B). Insofar as he is permitted by the Client to transfer services to a subContractor in individual cases, he must notify the name and address of the subContractor in good time in advance at least in text form. The intended subContractor can only be commissioned and used on the construction site if the Client has given his consent at least in writing. The Contractor must obligate the subContractor in writing to perform his construction services himself and not to transfer them to third parties. If the Contractor does not perform services in his own company without at least the written consent of the Client, although his company is geared towards doing so, the Client may set a reasonable deadline for the Contractor to start performing the services in his own company and declare that he will withdraw the contract from the Contractor if the deadline expires without result (§§ 4 Para. 8, 8 Para. 3 VOB/B). After unsuccessful expiry of the deadline, the Contractor may be withdrawn from the contract.

5.2 As a matter of principle, the Contractor must keep a construction diary in accordance with the Client's formal requirements and submit it to the Client daily without special request.

5.3 The construction site equipment, in particular the setting up of work and storage areas, must be agreed with the Client before work commences.

5.4 The Contractor must keep the building components in a tidy and clean condition at all times and remove all impurities, in particular waste and building rubble resulting from his work, by the weekend at the latest. If the Contractor fails to comply with this obligation, although the Client has set a deadline and promised to carry out a replacement, the Client may have the cleaning work carried out by a third company at the expense of the Contractor.

6 Execution deadlines

6.1 The Contractor shall ensure that the interim and final deadlines agreed by the parties are met before commencement and also during the performance of its contractual services. Weather influences, which are to be expected due to seasonal influences, are to be taken into account when adhering to the contractual deadlines. In the performance of his duties, the Contractor is obliged to request from the Client in good time before the start of work the documents which he requires for the inspection and subsequent execution of his construction work.

6.2 The individual deadlines specified in the contract of the parties, in particular those specified in a binding construction schedule of the Client or the Contractor, shall be deemed to be contractual deadlines (§ 5 (1) sentence 1, 2 VOB/B). Upon request, the Contractor shall inform the Client of the planned work schedule, in particular dates for individual partial services or service sections. This shall apply in particular if agreed deadlines or deadlines unilaterally assured by the Contractor have been exceeded or if it is apparent from the circumstances of contract performance, in particular from the Contractor's conduct, that the contractual deadlines cannot be met, or if the Client requires the information for the purposes of construction progress planning.

7 Hourly wage work

7.1 The Contractor shall submit hourly wage slips in duplicate for hourly wage work on each working day. These must contain the following information in addition to the information according to § 15 VOB/B (German Construction Contract Procedures):

- The date
- The name of the construction site
- The nature of the service

- the names of the workers and their occupation, wage and/or salary group
- the hours worked per worker, broken down, where appropriate, into overtime, night work, Sunday and public holiday work, and into difficulties not included in the rate, and - the equipment characteristics

7.2 Hourly wage calculations must be broken down according to the hourly wage slips.

8 Employee Posting of Workers Act, termination without notice

8.1 The Contractor undertakes to comply expressly with all provisions of the German Employee Secondment Act (AEntG). He expressly affirms to comply with the provisions, which applies in particular to the payment of the minimum wage rates, including overtime rates, laid down in a collective agreement declared to be generally binding, the duration of holiday leave, the payment of holiday pay and additional holiday pay to employees who are employed on the construction site or are otherwise deployed within the territorial scope of the collective agreement to perform the contractual services, and the payment of contributions to the Urlaubs- und Lohnausgleichskasse der Bauwirtschaft (ULAK) (holiday and wage compensation fund of the construction industry). If the Contractor has its registered office in Germany, the above obligations shall also be fulfilled if the collective agreement is only applicable by virtue of collective bargaining pursuant to § 3 of the German Collective Bargaining Act.

8.2 Special reference is made to the prohibition on employing foreign workers without prior approval from the employment office, insofar as § 284, Subsection 1, Social Code III (SGB III) does not permit any exceptions, as well as to the obligation to provide information to the authorities (§ 2, Subsection 2, AEntG, 304 - 307 SGB III). If the subContractor has its registered office abroad, it must also make the necessary registration with the State Employment Office (§ 3 AEntG) and - on request also on the construction site - keep the documents required for inspection available (§ 2 para. 3 AEntG).

The Contractor is obliged to provide the Client on request without delay with all information that provides information on compliance with the provisions of the German Employee Secondment Act and Sections 284 to 286 of the German Social Security Code III, and to provide evidence of compliance by means of documents. These documents shall include, in particular, the original upon request:

- statements of contributions to health insurance funds, salary, registration and similar documents
- Social security card
- List of the workers deployed, with full names and addresses
- Employees' passports
- Work permits or visa visas
- Proof of payment of holiday fund contributions
- Approval of the building contract by the employment office
- Employment contracts
- records of the beginning, end and duration of the daily working time of each worker

If the Contractor does not or not completely fulfil his obligation to provide information, the Client may withhold an appropriate part of the remuneration.

8.3 If the Contractor subcontracts services to a subContractor, he shall be responsible for compliance with the obligations of this subContractor under the Employee Secondment Act and the provisions of Social Security Code III on

the employment of foreigners. He must also submit the information and documents requested here, insofar as they relate to the circumstances of the subContractor or subContractors employed by the subContractor.

8.4 If the Contractor breaches its obligations under sections 8.1 to 8.3, the Client shall be entitled to terminate the contract without notice. In the event of a breach of the obligation under section 8.2 this shall only apply if the Contractor has been granted a period of grace with the announcement that an extraordinary termination will be pronounced after the unsuccessful expiry of this period.

8.5 In the event of culpable breach of the obligations arising from clauses 8.1 to 8.3 the Contractor shall also be obliged to compensate the Client for the damage caused thereby.

9 Approval

Acceptance of the Contractor's contractual services shall take place after completion of the work to be performed without major defects on a date to be agreed between the contracting parties. Acceptance can only be demanded by the Contractor if the necessary official acceptances have been carried out without defects. The acceptance shall be formally carried out.

10 Warranty

The warranty is based on § 13 VOB/B. In deviation from § 13 (4) No. 1 VOB/B, the warranty period is 5 years. For the tightness of flat roofs, groundwater-threatened components and swimming pools, the warranty period is 10 years.

11 Remuneration, Payments

11.1 The contract prices are fixed prices. Wage and material price increases after conclusion of the contract will not be compensated. Insofar as statutory or contractual regulations, in particular § 2 Para. 3 to 7 VOB/B [German Construction Contract Procedures], provide otherwise, these regulations shall remain unaffected.

11.2 In the event of justified supplements as a result of deviations in quantity, changes to the construction design or other instructions of the Client and services not provided for in the contract (§ 2 Para. 3, 5, 6 VOB/B), the Client shall be granted access to the Contractor's price calculation documents. The Client may demand that the Contractor deposits the price calculation documents in a sealed envelope with an office or person to be agreed upon jointly.

11.3 The Contractor may demand payments on account with corresponding proof of performance in accordance with the payment schedule agreed between the parties. If no payment plan has been agreed upon, the Contractor may claim partial payments in accordance with § 16 (1) 1 VOB/B [German Construction Contract Procedures].

11.4 If determinations on the construction site are necessary for the advance invoices or the final invoice, they shall be made jointly by the contracting parties. They shall be requested by the Contractor in good time.

11.5 All measurements required for checking the invoice must be immediately visible from settlement drawings or other measurement documents.

11.6 All invoices must be submitted in triplicate.

11.7 If, after the final payment has been made, errors are found in the Contractor's accounting documents, the Contractor shall be obliged to reimburse the Client immediately for any payments made in excess. The Contractor is not entitled to invoke a possible discontinuation of enrichment (§ 818 para. 3 BGB).

12 Penalty for delay

12.1 If the Contractor is in default with the completion of his services, he shall pay a contractual penalty. Unless otherwise agreed in individual cases, this penalty shall amount to 0.15% of the invoiced amount for each working day of delay, but not more than 5% of the invoiced amount. If interim deadlines are exceeded, the contractual penalty shall apply if this has been expressly agreed between the parties. The assertion of a concrete damage by the Client exceeding the forfeited contractual penalty remains unaffected.

12.2 If the Contractor culpably violates the provisions of the German Employee Secondment Act (Arbeitnehmer-Entsendegesetz) by not paying one or more employees the minimum wages, holiday pay or additional holiday pay within the meaning of Section 8.1 or by not paying the contributions within the meaning of Section 8.1 to the Holiday and Wage Compensation Fund (Urlaubs- und Lohnausgleichskasse), he shall pay a contractual penalty of € 1,000.00 per affected employee and month in which the services are not fully rendered. The assertion of a concrete damage by the Client that exceeds the forfeited contractual penalty remains unaffected.

12.3 A forfeited contractual penalty may be claimed until the final payment, at the latest within two months after receipt of the verifiable final invoice.

13 Security deposit

13.1 Unless otherwise agreed, the Contractor shall provide the Client with a security for the performance of all his obligations under the Agreement, including the reimbursement of overpayments, except for warranty obligations after acceptance, in the form of a performance guarantee amounting to 10% of the net order value within 18 working days of the conclusion of the Agreement. If the Contractor's claim to remuneration increases by more than 10 % of the net order value as a result of amendments or additions to the contract, the performance guarantee shall be increased accordingly.

If and as long as the Contractor does not fulfil this obligation, the Client is entitled to withhold payments on account by the Contractor until the amount guaranteed by the guarantee is reached.

13.2 In order to secure the Contractor's warranty obligation after acceptance, the Client may withhold 5% of the Contractor's net final invoice claim for the duration of the 5 or 10-year warranty, which the Contractor may replace with a warranty guarantee of the same amount.

13.3 The contract performance bonds and warranty bonds as well as other guarantees agreed in individual cases, such as for advance payments, are to be provided as written, unconditional, irrevocable, unlimited and directly enforceable guarantees of a credit institution or credit insurer licensed and domiciled in Germany, for which German law applies and the domicile of the Client is the place of jurisdiction.

14 Building sign

If the Contractor wishes his involvement in the building project to be indicated by Bauschild, he must inform the Client of this when submitting his tender. If the Client intends to erect a common construction sign for all those involved in the building project, the Contractor will be named on this sign. The erection of a separate construction sign by the Contractor is excluded. Unless otherwise agreed, the subContractor shall contribute to the costs of the joint construction sign with an amount which corresponds to the ratio of his invoiced sum to the ratio of the invoiced sums of the other Contractors listed on the construction sign. This amount will be retained from the final payment.

II. Special provisions for the purchase of movable property and goods

1 Object of the service

The object of performance is the purchase of movable goods and merchandise including the associated materials, in particular the documentation (user manuals etc.), as well as the provision of other services by the Contractor in connection with the purchase in accordance with the order. The intended use of the movable goods and commodities results from the functional and product description.

2 Delivery

2.1 The Contractor shall deliver to the Client the movable goods or merchandise designated in the order, together with the associated documentation. Furthermore, the Contractor grants the Client all rights of use necessary for the purpose of the contract.

2.2 The movable goods or merchandise shall be delivered free of charge (including freight and customs duty) in customary packaging to the delivery address specified in the order. If no delivery address is specified, delivery shall be made to the registered office of the Client.

2.3 The movable goods or merchandise are bindingly to be delivered within the delivery time and on the delivery date stated in the order. Deliveries are made without reservation of title.

2.4 The transfer of risk takes place when the movable goods or merchandise are handed over free of defects at the place of delivery according to section 2.2.

2.5 The packaging is to be taken back by the Contractor free of charge. The Contractor is obliged to take out at his own expense any insurance required for transport to the contractually agreed place of delivery. The risk of transport damage shall be borne by the Contractor.

2.6 The Contractor owes the delivery of a printed or at least printable, detailed user documentation as well as other manuals in German or, if not available, in English. The Contractor shall provide a replacement free of charge in the event that the Client no longer has an up-to-date version of the aforementioned documents due to loss, accidental deletion or similar events.

2.7 For a period of 5 years from the transfer of risk, the Contractor is obliged to supply spare parts for the movable goods or merchandise in return for remuneration at market rates.

2.8 The Contractor shall transfer any claims arising from a manufacturer's warranty - insofar as the Contractor offers this generally - to the Client free of charge. Insofar as the Contractor himself is the manufacturer of the movable goods or merchandise, the Contractor shall offer the Principal a manufacturer's guarantee customary in the industry free of charge.

3 Partial service

3.1 In the case of partial performance, the Client is entitled to compensation instead of the entire performance, provided that the Client is not interested in the partial performance. Sections 280 ff. BGB shall apply.

3.2 Partial services are not accepted as contractual services. The return shipment is at the expense of the Contractor. Until the return the goods shall be stored at the risk and expense of the Contractor.

4 Defects (notification of defects) / Warranty

4.1 § Section 377 of the German Commercial Code (HGB) shall apply in such a way that the Client is obliged to

give notice of defects within one week of acceptance, insofar as a defect was identifiable in the course of random checks of reasonable scope. Visible transport damage shall be reported immediately, at the latest within one week. Payment of the remuneration does not constitute approval of the service.

4.2 The Client is entitled to the full statutory warranty claims.

4.3 The warranty period shall begin to run again if the defect is rectified.

4.4 During the warranty period, the Contractor shall remedy defects without delay.

III. Specific provisions for the procurement of services

1 Object of the service

The object of the service is the provision of services including the associated materials such as documentation (user manuals etc.), concepts, drafts and the provision of other services related to the service by the Contractor in accordance with the order.

2 Change of service

2.1 After conclusion of the contract, the Client may demand changes to the scope of services within the scope of the Contractor's performance, unless this is unreasonable or impracticable for the Contractor. The request for changes shall be documented in text form.

2.2 The Contractor shall examine the Client's request for modification and notify the Client in writing within 10 working days (Monday to Friday) whether the modification is unreasonable or not feasible for the Client. If the request for change is reasonable and feasible, the Contractor shall either submit an offer stating the period of performance, planned dates and effects on the remuneration or agree with the Client - in each case in text form - on the implementation of the requested changes. If a comprehensive examination of the request for changes is necessary, the Contractor may request an extension of the deadline from the Client.

2.3 The Client shall accept or reject the Contractor's offer within the offer acceptance period. Agreed changes to services are to be documented in a binding manner by means of a corresponding adaptation of the contract.

2.4 Client and Contractor may agree that the services affected by the change request shall be interrupted until the necessary adjustment of the contractual agreements.

2.5 If the necessary adjustment of the contractual agreements is not achieved within the binding period of the offer, the work will be continued on the basis of the contract. The performance periods shall be extended by the number of working days on which the work was interrupted as a result of the request for modification or the examination of the request for modification. For the duration of the interruption, the Contractor may demand the agreed expense allowance or a reasonable increase in the agreed fixed price, unless the Contractor has otherwise deployed or maliciously refrained from deploying his employees affected by the interruption.

3 Rights of use, Exploitation rights

3.1 The Contractor shall grant the Client the right to use the equipment defined in §§ 15 ff. KGaA and Bertelsmann SE & Co. KGaA itself irrevocably all necessary, exclusive, transferable, sublicensable, geographically (worldwide) and temporally unlimited rights of use and exploitation of the work results and the associated materials, in particular

documentation and manuals, concepts and drafts, required for the purpose of the contract.

3.2 All work results are to be transferred free of third-party rights.

4 Other performance obligations

4.1 Documentation: In addition to the preparation and handing over of the work results, the Contractor owes the handing over of a service description or sufficient documentation on the performance of the service, at the discretion of the Client.

4.2 Data carriers: The work results are to be provided by the Contractor in sufficient number on suitable data carriers or by download/upload in a suitable data format, in each case together with documentation, at the choice of the Client. The transfer of risk shall take place upon delivery of the data carrier or upon defect-free storage of the work results on a data carrier of the Client.

4.3 Security: The Contractor shall ensure that the work results do not contain any functionalities which make it possible to attenuate, circumvent or eliminate security functions and which have not been made known to the Client prior to delivery, at least in text form. Furthermore, he shall ensure that the work results do not enable unauthorised third parties to gain access to the Client's systems or data without the Client's consent.

5 Installation and configuration / Quality control / Training

5.1 Unless otherwise expressly stipulated in the order, the obligation to provide the work results also includes the installation and configuration of the work results.

5.2 For installation and configuration, the Contractor shall provide a sufficient number of employees to ensure fast and effective installation and configuration that does not interfere with the Client's business operations.

5.3 When the work results are used for the first time, the Client is entitled to carry out a quality inspection of 30 working days from completion of the installation. Within these 30 working days, the Client is entitled to cancel the work results at any time if the contractually agreed functions of the work results are not fulfilled.

5.4 The Contractor shall support and train the Client's personnel to the required extent so that the Client is able to use the work results competently (instruction).

5.5 The Client can demand further training from the Contractor against payment of a fee customary in the market.

6 Qualitative performance disorders

6.1 If the service is not provided, not provided in accordance with the contract or provided in a defective manner and if the Contractor is responsible for this, he is obliged to provide the service in accordance with the contract within a reasonable period of time without additional costs for the Client. A prerequisite for this is a complaint by the Client, which must be made within 2 weeks of becoming aware of it. If the contractual performance of the service is not successful in essential parts within the reasonable period of grace to be set by the Client for reasons for which the Contractor is responsible, the Client shall be entitled to remedy the defect itself at the expense of the Contractor, to have it remedied

by third parties or to terminate the contract without notice. In this case, the Contractor shall be entitled to remuneration for the services rendered on the basis of the contract until the termination becomes effective. The remuneration shall only be waived for those services for which the Client proves within 4 weeks after the declaration of the termination that they are not usable and of no interest to him.

6.2 The statute of limitations for claims arising from qualitative deficiencies in performance is suspended if the parties negotiate the existence or scope of such deficiencies or if the Contractor himself checks the existence of a deficiency. The suspension of the statute of limitations shall be terminated if the Contractor notifies the Client in text form that the negotiations have ended or the result of the examination is sent by the Client or the Contractor refuses to continue the rectification of the defect in text form. The resumption of the negotiation, examination or removal of defects shall again lead to the suspension of the limitation period.

6.3 The right to extraordinary termination for good cause remains unaffected.

IV. General provisions

The following provisions apply generally to all types of services to be provided by the Contractor.

1 Principles of service provision

1.1 The Contractor shall provide the contractually owed services in accordance with the state of the art at the time of conclusion of the contract and by personnel qualified to provide the agreed services.

1.2 Contact persons of the contracting parties are exclusively the responsible contact persons named in the contract. Furthermore, the Client shall be entitled to effectively make declarations with regard to the services to be rendered by the Contractor not only to the responsible contact person named by the Contractor but also to his representative.

1.3 The Client may demand the replacement of a person employed by the Contractor for the performance of the contract if this person has breached contractual obligations or does not possess the necessary expertise. The costs arising from the replacement shall be borne by the Contractor.

1.4 The involvement of third parties as subContractors of the Contractor requires the prior consent of the Client in text form.

1.5 All dates specified by the Client are always binding.

2 Placing of orders

2.1 Only the content of the order is decisive for the performance of the service. Oral subsidiary agreements have not been made and only become effective upon confirmation by the Client.

2.2 The Contractor is obliged to accept the order within a period of 14 days. The period begins with receipt of the order signed in text form. An acceptance declared after the expiry of the period shall be deemed to be a new offer. This can only become legally effective if the Client does not object within 14 days.

2.3 Cost estimates, the preparation of quotations, the preparation of specifications, project planning documents, plans, drawings and models or other related elaborations or similar are only subject to a separate agreement.

3 Principles of personnel deployment

3.1 The Contractor shall provide its services independently or with its own or third-party personnel (hereinafter referred to as "Personnel").

3.2 The Client is entitled to demand the replacement of the personnel employed by the Contractor, with justification, which may be provided in writing, if the Contractor has repeatedly breached contractual obligations or if there is any other important reason in the personnel employed which prevents cooperation between the Client and the Contractor.

3.3 If the Contractor uses external personnel (such as freelancers or temporary workers), the Client may also demand the replacement of the external personnel with justification, if a further deployment is not reasonable for the Client. As the main contractual obligation, the Contractor shall ensure and control on its own responsibility that any external specialists or subContractors it employs are deployed and controlled in accordance with the statutory regulations. At the request of the Client, the Contractor shall provide the Client with documentation of the controls carried out and confirm the correctness of the controls in text form. Inconsistencies or missing confirmation proofs entitle the Client to an immediate extraordinary termination of the contractual relationship. The additional expenditure resulting from personnel expansion or personnel change is to be borne by the Contractor.

3.4 In the individual contract, the Contractor designates its own project manager as central contact person. This person controls the entire project work on the Contractor's side. On the other hand, the Client provides its own project manager as the central contact person for the entire project management. The project manager controls the entire project work on the part of the Client.

3.5 Under no circumstances will the Contractor's personnel be integrated into the Client's business. The Contractor shall remain solely responsible for such personnel to the full extent. There shall be no division of labour between the staff of the contracting authority and the staff of the supplier. The personnel employed by the Contractor shall not be included in the internal holiday planning and representation arrangements of the Client. Periods of deployment or service times are agreed exclusively with the project manager contractually appointed by the Contractor. The Contractor's personnel do not take part in internal meetings and events of the Client with company-specific content and events (for example, presentation round, company party). The only possible participation is in project and technical meetings which are directly connected with the concretization of the contractual service, the provision of services or the acceptance of services. The Contractor as well as the personnel employed by him use his own operating resources, unless an objective reason makes the use of the Client's operating resources necessary (e.g. IT security, data protection).

3.6 Without the participation of the responsible project managers, no project-related coordination, instructions or comparable communication takes place between the Contractor's personnel on duty and the Client's personnel. The Contractor shall involve the Client's project manager for binding information and for all questions arising from the performance of the contract. He shall provide information and make decisions or communicate them without delay. Decisions and information of other persons shall only be binding on the Contractor and his personnel if they have been made or confirmed by the Client's project manager in text form.

3.7 In the event of any complaints about defects in the performance of the Contractor, the Contractor's project manager shall be the sole contact person for the Client's project manager. No complaints about the performance of

the Contractor shall be made to the Contractor's other personnel.

3.8 The Contractor shall ensure that all personnel deployed by it has taken note of the regulations regarding confidentiality, data protection, plant security, the information sheet on the Federal Data Protection Act, the flyer for emergencies as well as the Client's information security guidelines and complies with the regulations accordingly.

3.9 Upon request, the Contractor shall inform the Client at a reasonable distance about the status of the project and compliance with the contractual requirements and shall provide interim results. In addition, the Client may request to inspect the relevant documents and extracts thereof.

4 Personnel deployment for end Clients

4.1 If the Contractor provides services to an end Client of the Client within the scope of this Agreement, the Contractor and the Client shall each remain solely responsible for their personnel. This means that neither the Client's personnel nor the Contractor's personnel will be integrated into the operation of the end Client. Furthermore, there is also no cooperation based on the division of labour and no direct communication between the personnel of the Contractor, the Client and the end Client.

4.2 Every project-related coordination, instruction or comparable communication with the end Client is carried out solely by the responsible project manager of the Client. This person is the exclusive contact person for the end Client as well as for the Contractor's project manager with regard to the services provided at the Client's end Client within the scope of this Agreement. In all other respects, the above provisions of Sections 3.4 to 3.7 apply mutatis mutandis.

5 Minimum wage

5.1 The Contractor is obliged to pay his employees the statutory minimum wage. At the request of the Client, the Contractor shall prove to the Client that this obligation has been fulfilled by submitting suitable documents (in particular documents in accordance with Section 17 (1) MiLoG, clearance certificate from the competent social security or holiday fund, etc.) within 14 days for the entire duration of the contract up to six months after termination of the present contractual relationship.

5.2 The Contractor shall indemnify the Client from all claims of third parties (in particular employees of the Contractor, Client's Clients, Federal Employment Agency) in connection with the breach of the obligation to pay the statutory minimum wage on first demand.

5.3 The Contractor is obliged to oblige any subContractor to pay the statutory minimum wage and release the Client from work to the same extent as the Contractor itself is obliged to do under Sections 5.1 and 5.2. If the subContractor in turn uses subContractors, the Contractor shall ensure that all subContractors are also obligated accordingly.

5.4 The Contractor is liable to the Client for all claims of third parties arising from the breach of the obligation to pay the statutory minimum wage by subContractors.

6 Compensation

6.1 In principle, the services provided by the Contractor are remunerated by the contracting authority either on a time and material basis or at a fixed price. The following paragraphs shall apply.

6.2 Unless otherwise agreed, the following regulations apply to remuneration according to expenditure:

- g) A remuneration based on time and effort agreed in the contract is the remuneration for the time spent on the services owed under the contract.
- h) A remuneration according to expenditure is due upon receipt of a verifiable invoice, the proof of performance signed by the Contractor and countersigned by the Client, and after successful quality testing.
- i) The signature of the performance record by the Client does not yet indicate that the work has been performed in the required quality.
- j) The quality inspection shall be carried out after the requirements specified in c) have been met, at the latest upon receipt by the Client or his end Clients, which must be at least in text form and must be free of objections.
- k) Travel time for business trips from the place of assignment will be charged at 50% of the respective hourly rate. There are no further claims for compensation for travel time.

6.3 Unless otherwise agreed, the following regulations apply to the remuneration at a fixed price:

- a) A fixed price agreed in the contract is the remuneration for all services owed under the contract.
- b) A fixed price is due after complete provision of the service and successful quality inspection.

6.4 All prices are quoted in €, exclusive indirect taxes and include all incidental expenses, in particular travel expenses, travel times, transport costs and customs duties.

6.5 In case of wrong, bad or partial deliveries, the Client is entitled to refuse payment until proper fulfilment.

6.6 Unless otherwise agreed, the remuneration is due for payment 30 days after receipt of a verifiable invoice, but in principle only after successful quality control of the work results. The invoice must contain the order number of the Client and, if no lump-sum remuneration has been agreed, details of the service provision (including time, place, service rendered).

6.7 In the event of payment within 14 days of receipt of the verifiable invoice, the Contractor shall grant the Client a discount of 3% on the invoice amount.

6.8 The Contractor is only entitled to withhold payments or services and work results or to offset them against counterclaims if the claims asserted by the Contractor from the same legal relationship have either been acknowledged by the Client at least in text form or a legally binding decision has been made in legal proceedings. The assignment of claims of the Contractor against the Client to third parties is excluded.

6.9 If either party is required by applicable law to withhold taxes on the services received, this shall not constitute a breach of this Agreement and shall not relieve the parties of their obligations under this Agreement. Both parties shall each have the right and obligation to withhold and remit taxes in the amount required by law. The Parties shall provide each other with reasonable assistance in applying for an exemption based on the relevant DTA and in accordance with the regulations of the country.

7 Default

In the event of default, the Client is entitled to the statutory claims. In addition, in the event of default on the part of the Contractor, the Client shall be entitled to demand a contractual penalty of 0.5% of the total order value per day of default.

If the Contractor exceeds an agreed delivery date by more than 7 calendar days, the Client is entitled to withdraw from the contract immediately.

The contractual penalty can be claimed until the final payment of the remuneration.

A contractual penalty paid by the Contractor for delay shall be set off against any further claim for damages.

Further claims of the Client in case of delay remain unaffected.

8 Force majeure

If the Contractor is unable to provide the service on time due to force majeure (war, riots, strikes, lock-outs, fire and floods), the Client may choose to withdraw from the contract instead of unilaterally extending the deadline for providing the service in accordance with the contract.

9 Liability

9.1 If the Client demands compensation for damages instead of performance, the claim for performance shall not lapse until the Contractor has paid the compensation.

9.2 In all other respects the statutory provisions shall apply.

10 Third-party rights

Insofar as the work results supplied by the Contractor violate the rights of third parties and this at least slightly negligent violation of rights is based on a performance by the Contractor, the Contractor undertakes to indemnify the Client on first demand from all claims of third parties raised thereupon as well as from all costs associated with the legal defence including the costs for an adequate licence acquisition.

11 Confidentiality

11.1 The Contractor undertakes to keep secret and to maintain silence about all information (e.g. business and trade secrets, data, technical and commercial information of any kind) which it has come to know about the Client and the order within the scope of this contractual relationship, whether verbally, in writing, in electronic or any other form, even beyond the duration of the contractual relationship. The information must be stored in such a way that any misuse is excluded.

11.2 Furthermore, the Contractor guarantees that its employees, consultants and other vicarious agents who are entrusted with the execution of the contract and who receive information in accordance with 11.1 are bound to secrecy in writing.

12 Privacy and security

12.1 The Contractor shall ensure that all persons entrusted with the performance of this contract observe the statutory provisions on data protection and are demonstrably obliged to maintain data secrecy in accordance with the rules on data protection.

12.2 In the case of order processing, a separate agreement shall be concluded between the contracting parties.

12.3 The Client expressly does not give his consent to the use of the contact data for advertising purposes. Any disclosure, transmission or other use of the Client's contact data is expressly prohibited.

12.4 The Contractor undertakes to take all necessary measures to ensure information and operational safety and quality assurance at the Client's premises during the performance of the contract. The relevant guidelines and

information sheets of the Client shall apply, which shall be made available to the Contractor at its request.

12.5 The Contractor undertakes to report all security incidents relating to the agreed services to the Arvato Systems ServiceDesk userhelpdesk@bertelsmann.de immediately, but at the latest within 24 hours of becoming aware of them. The report must contain a detailed description of the incident, the potential impact and the measures already taken.

12.6 The Contractor undertakes to develop, implement and regularly test a business continuity plan (BCP) to ensure the continuation of the contractual services even in the event of serious disruptions. This plan includes measures to restore services, system deployments and communication protocols in the event of a cyberattack or other emergencies. This obligation applies if the contractor provides services whose failure could have significant impacts on the client's business-critical processes. This includes, in particular, IT outsourcing, SaaS services and managed services.

13 Insurance

13.1 The Contractor undertakes to maintain a business liability insurance policy throughout the duration of the contract, the scope and amount of which is appropriate to its liability risks under this contract.

13.2 Upon request of the Client, the Contractor shall provide evidence of the conclusion and existence of the insurance policy and the payment of the corresponding premiums.

14 Audit

14.1 The Client is entitled, either himself or through an appointed third party, to carry out an audit once a year, after prior notice and during business hours, at the Contractor's premises for the purpose of checking the Contractor's compliance with the contractual obligations.

14.2 The confidentiality of the Contractor's information shall be respected and appropriate security provisions shall be taken into account.

14.3 The Contractor is obliged to grant access to all systems, books, records, business processes and facilities that the Client requires in order to conduct a proper and thorough inspection. The Contractor shall provide the necessary cooperation in such an inspection.

15 Final provisions

15.1 This agreement can only be transferred to third parties with the consent of the other party in text form using an electronic signature (in accordance with eIDAS requirements). On the part of the Client, third parties within the meaning of this clause are not the companies affiliated with Bertelsmann SE & Co KGaA, Gütersloh, group companies (§§ 15 ff. AktG) and Bertelsmann SE & Co KGaA itself.

15.2 The Contractor is not entitled to name the Client, details of the order or the Client's end Client as a reference without the Client's express consent.

15.3 The contractual penalties referred to in these contractual conditions may not exceed 5% of the total contract value.

15.4 The Contractor acknowledges the provisions of the [Supplier Code of Conduct of Bertelsmann SE & Co KGaA](#) and undertakes to act in accordance with them. <http://www.ethik.bertelsmann.de/>

15.5 Changes, additions and the cancellation of this contract require text form by means of electronic signature

(according to eIDAS requirements). This means that an e-mail format does not meet these requirements. The same applies to the cancellation of the written form requirement. All design rights must always be asserted with a signature variant that is at least eIDAS-compliant.

15.6 The existence of this contract is not affected by the invalidity of individual provisions or by loopholes in the regulations. An ineffective provision or a loophole shall be replaced or filled by a valid provision which corresponds as far as possible to the meaning and purpose of the omitted provision or the remaining provisions of this contract.

15.7 The law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods. The place of jurisdiction for all disputes arising out of or in connection with this contract is the court which is competent for the Client in terms of subject matter and location.