

General Terms and Conditions of Purchase for Generali Switzerland

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Original version

The legally binding document is the original German version, which prevails in any case of doubt or differences of interpretation.

1 General information

- 1.1** These Terms and Conditions of Purchase apply to all business (hereinafter referred to as the "Order") conducted with suppliers or other providers (hereinafter referred to as the "Provider"), even if they are not referenced in later contracts. The Conditions also apply to contracts with any other Group companies of the Generali Group beyond the legal entities of Generali Switzerland. Any Generali Group company is hereinafter referred to as the "Customer".
- 1.2** Any general terms and conditions of the Provider are excluded. This applies even if the Customer makes reference to its terms and conditions in the context of proposals, order confirmations or other documents.
- 1.3** These Conditions apply for all contracts between the Customer and the Provider that are concluded under these Conditions, unless the contracts expressly indicate deviating agreements.

2 Issuing of Orders

- 2.1** An Order is considered issued when it is drawn up by the Customer in writing (including email). Orders issued verbally or by telephone are only considered binding for the Customer when the Customer follows it with a written commission (including email). The type of Order execution mandated by the Customer is binding in each case. By accepting the Order, the Provider acknowledges that it has been notified of the type of execution and scope of the service by viewing the details at hand. The Customer is not liable for obvious errors, typing or calculation errors in the documents, plans and instructions it submits. The Provider is obligated to inform the Customer of such errors so that it can correct and update its Order. This also applies to outstanding documents and details.
- 2.2** Orders placed are to be confirmed to the Customer in writing (including email) within two weeks; otherwise, the Customer is entitled to withdraw the Order.

3 Changes to Orders

- 3.1** Changes to issued Orders, in particular changes to the nature of service, the scope of service (greater or lesser quantities), the quality of service, the time in which the service is to be rendered and the compensation, are to be made according to the change procedure outlined below:
- Written request (including email) for a clearly specified change with as much detail as possible including a request for the other contracting partner to make a statement on the change request within a period specified in the Order in question or the written change request
 - Statement from the other contracting partner on the feasibility and impact of implementation of the change request, including a description of the measures, any change in deadlines, costs, risks, etc., involved in implementing the change request
 - Joint evaluation of the change request
 - Joint change planning and agreement with particular definition of the nature of the service, the

scope of service (greater or lesser quantities), the quality of service, the time in which the service is to be rendered, the acceptance and compensation

- Preparation of documents (contractual changes and additions)
- Signing of contractual changes
- Introduction of the change into ongoing service rendering

The contracting partners shall nominate persons responsible for each contractual change procedure in the Order or on an ad hoc basis.

The Provider renders services for this change procedure at no cost to the Customer.

- 3.2** Changes to the issued Order are only effective when they are made in writing (including email) and the provision being changed is expressly indicated.

- 3.3** During an ongoing change procedure, the Provider will continue to provide the services owed under the Order according to schedule, unless the Customer issues written instruction (including email) to cease or reduce work until a decision is made on the change request. If, before the conclusion of the change procedure, services are to be rendered or negotiations carried out that due to the requested change would no longer be usable or would have to be changed with additional effort, the Provider is to inform the Customer of this in writing (including email) without delay.

4 Collaboration

- 4.1** The Provider and its employees as well as other employees or subcontractors deployed by it are responsible for organising their own activities. The Provider shall deploy its own work equipment at its own cost unless expressly specified otherwise.
- 4.2** The Provider renders the contracted services in accordance with the directives issued by the Customer. In cases of doubt, in particular where required for regulatory reasons, the Provider is to obtain a decision from the Customer.
- Moreover, the Provider is to follow the instructions of the Customer in the use of information and documents made available to it under this contract in its rendering of the contractual services.
- 4.3** The contracting partners will regularly discuss all outstanding points concerning the rendering of services. Where the Provider deploys multiple employees and subcontractors, it will nominate a contact who is authorised to coordinate the work of the employees and subcontractors and make required decisions on behalf of the Provider.
- The Provider's employees are subject exclusively to instructions from the nominated contact/officials of the Provider.
- 4.4** Should problems emerge with the rendering of services due to differing understanding of the contracting partners that cannot be resolved at the level of the project teams or the team leaders, a written report is to be prepared at this level and presented to the next highest

level for decision. The contracting partners will endeavour to arrive at an acceptable solution to the problem in the spirit of partnership below management level where possible.

5 Obligations of the Provider

5.1 The service will be rendered by the Provider according to the start of the art that applied at the point that the Order was issued. The Provider will deploy personnel who are adequately qualified, organised and managed for rendering the agreed services and who have sufficient practical experience. The Provider is to carefully select, instruct and supervise the personnel tasked with rendering the contractual services. At any given time, the Provider ensures that the personnel it deploys have the qualifications required for the contractually agreed rendering of contractual services and is able to provide adequate proof of such qualification upon request from the Customer. Any further regulatory or official guidelines that may be issued in the future are to be observed. The contracting partners will agree on their implementation in the service description or in separate written agreements.

5.2 Adherence with statutory provisions

5.2.1 The Provider warrants that it and its employees as well as all subcontractors deployed by the Provider and their employees shall adhere to the guidelines of the Customer and all applicable statutory provisions, particularly provisions of the Insurance Oversight Act, ordinances pursuant to that Act, official guidelines and orders. In addition, the Provider is to undertake adequate risk management and to agree the specific measures and controls as well as the type, scope and frequency of reporting. Documentation of this is to be made in writing. The Customer retains the right to also issue instructions in this context in accordance with Section 4.3 (right of instruction).

5.2.2 On request by the Customer, the Provider will present the Customer with proof of the assured adherence with the applicable statutory provisions by the Provider and its subcontractors, such as relevant contractual agreements, within 10 working days of receipt of the request.

5.2.3 In the event of infringement of the applicable statutory provisions, regulatory requirements or the Customer's guidelines by the Provider or one of its designated subcontractors, the Customer is entitled to withhold the agreed compensation. The Customer is further entitled to extraordinary termination of the contract without notice. In the event of withdrawal, the Customer does not owe value replacement.

5.2.4 The contracting partners will closely coordinate their actions in the event that third parties assert claims based on violation of the applicable statutory provisions. In the event of a legal dispute brought by a third party, in particular one of the Provider's designated subcontractors, against the Customer for violation of the applicable statutory provisions, the Provider shall offer full support to the Customer and make available to the Customer any information and documents it requires for its defence without delay.

5.2.5 The Provider is obligated to indemnify the Customer from all claims that third parties may assert against the Customer or a company of the Generali Group due to the Provider or its subcontractors violating the applicable statutory regulations, regulatory requirements or our guidelines that it is required to follow in executing the Order, and to reimburse the Customer for any expenses in association with such claims, in particular expenses for legal defence. This claim does not apply if the Provider can prove that it or its subcontractors were neither responsible for the breach of law nor that, with the application of due diligence, they might have been expected to know of it at the point of rendering the service. Any further statutory or contractual claims remain unaffected.

5.3 The Provider is only to engage third parties for rendering of services (hereinafter "subcontractors") after prior written consent (including email) of the Customer; however, it remains responsible for the complete fulfilment of its contractual obligations in each case. The Customer shall not refuse the deployment of subcontractors without good cause. This consent may be granted with the conclusion of the Order. In this case, the subcontractors are to be specified in the Order with their names and addresses.

In this sense, subcontractors are any third parties who, due to a contract with the Provider, render the services owed by the Provider to the Customer either in whole or in part. By contrast, a third party who renders services that do not form part of the services owed and whom the Provider merely uses for assistant or auxiliary service to support the rendering of services is not considered a subcontractor. This includes, for example, the deployment of temporary workers, telecommunications services, maintenance and user service, cleaning work, checking or disposal of data carriers, or other measures to ensure the confidentiality, availability, integrity and resilience of hardware and software of data processing systems, as long as these do not form part of the services owed.

Should the Provider use subcontractors, the contractual agreements between the Provider and subcontractors are to be arranged in such a way that they correspond to this agreement in adherence with statutory provisions, confidentiality and data protection law. In subcontracting, the Customer as well as the Customer's auditors are to be granted rights of information, disclosure, control and oversight in accordance with this agreement and the applicable statutory provisions, in particular those provided for under regulatory and data protection law. This also includes the right of the Customer to receive, upon written request, information on the essential articles of the contract and the implementation of legally relevant obligations in the subcontractual relationship from the Provider, if necessary by sighting the relevant contractual documents.

5.4 The Provider is not authorised to provide services ahead of schedule or in parts unless expressly agreed.

5.5 The Provider grants complete and unrestricted right of information and inspection to the Customer and the

Customer's external auditors, tax auditors and the Swiss Financial Market Supervisory Authority (FINMA). To allow rights of information, auditing and control in accordance with the preceding sentence, the Customer and the Customer's external auditors (the "Authorised Parties") are to be granted complete and unrestricted entry and access to business premises, IT systems and information and data that relates to the Customer (e.g. business records, etc.) or copies thereof at any time during normal business hours and to give information on business operations and the financial situation where this is required for a comprehensive assessment of the execution of the tasks assigned. As such, the requested information is to be granted to the Authorised Parties, the necessary documentation made available and oversight of assigned tasks as well as IT systems granted without delay. The Provider undertakes to inform the Customer without delay of any developments that may impair the orderly completion of the tasks assigned. The rights of information, disclosure and reporting granted under this contract remain in place beyond the point of termination of the contract.

5.6 In its activities, the Provider observes and complies with the Customer's current applicable general internal provisions. The applicable general internal provisions shall be cited in the Order or can be requested or viewed from the Customer.

5.7 During their business relationship, the contracting partners shall observe the principles set out in the current version of the Code of Conduct (the current version of the Generali Code of Conduct can be viewed at <https://www.generali.com/our-responsibilities/responsible-business/code-of-conduct>).

5.8 The contracting partners are entitled to request changes to the Order at the request of competent authorities or the responsible data protection authorities, or legal requirements in the case of changes to applicable legislation or legal judgements, in particular relating to information, confidentiality and data protection provisions. The revisions should approximate the economic objective that the contracting partners pursued with the original provisions and take into account the concerns of both contracting partners while respecting the contractual objective.

6 Confidentiality and data protection

Agreements concerning confidentiality and data protection are governed by the Customer's Non-Disclosure Agreement (NDA). By signing the NDA, the Provider undertakes to adhere to the confidentiality and data protection obligations specified therein.

7 Assistance service of the Customer

The Customer shall support the Provider in the rendering of contractual services to an appropriate extent. In particular, the Customer shall make available the information and documents that are requested and required in full and in good time. The Customer is only required to offer further assistance services if they are expressly agreed in the Order and its documentation.

8 Usage rights

8.1 The Provider grants the Customer and all companies of Generali Switzerland (beneficial owners) nonexclusive, irrevocable, irredeemable usage right for all usage types, known and unknown, with no limitation concerning time, place or object, to all work results that arise from the rendering of the service at the point at which they arise. In particular, the beneficial owners and the Customer are entitled, without restriction, to use, process, translate, convert, modify or in any other way transform, store on any medium it chooses, reproduce, publish, place in databases and online services, allow third parties to use or operate on behalf of the beneficial owners the results therein not only for the purposes of the beneficial owners themselves but also for the rendering of services to third parties, distribute in unchanged or changed form, grant sublicences or transfer any usage rights granted by this Agreement, whether paid or not. Where third parties render services, such third parties are entitled to the work results to the same extent as the beneficial owner in their rendering of services to a beneficial owner. The usage right relates to all work results that arise, in particular to software in the object code and source code in all development, intermediate and final stages as well as to the documents drawn up, such as reports, organisational plans, drafts, drawings, lists and templates. In particular, the usage right includes the right to allow third parties to process or operate the results. Where third parties render services, these third parties are entitled to the results to the same extent as the Customer or the beneficial owner in its rendering of services to the Customer or a beneficial owner.

All rights are assigned to the Customer at the time they arise; no further separate concession of right is required.

The Provider conveys to the Customer ownership of the abovementioned assets.

8.2 Should the Provider use existing works or works that have arisen independently of the rendering of the service to render the service with the consent of the Customer, it retains ownership of all rights to its pre-existing or independently created works and grants all usage rights to such works that are required for the beneficial owners to exercise the usage rights to the work results without restriction as set out above.

8.3 Should the Provider use existing works of a beneficial owner or works that have been created independently of the rendering of the service to render the service, all rights to such works remain with the respective beneficial owner. The Provider receives the usage right under limitation of the duration of the respective Order and the purpose for providing the service owed to the extent necessary to render the service.

8.4 Collaborative work results are work results that the Provider and the Customer have created as co-authors.

The Provider permanently and irrevocably waives its rights of exploitation of the joint work results against the Customer, with said waiver continuing beyond the

end of the respective Order. This declaration of waiver accrues the Provider's share to the Customer.

8.5 The Customer is entitled to continue to use the know-how acquired in the course of the Provider's rendering the service, regardless of whether it was expressly or in any other way shared by the Provider. Where intellectual property rights apply, the Provider grants the Customer a simple, irrevocable and transferable right of use, with no limitation concerning time, object or place.

8.6 The above rights are fully settled upon payment of the compensation agreed in the Order.

9 Compensation

9.1 The type and amount of the compensation, in particular the stipulation of compensation as fixed price (flatrate compensation) or compensation by hours, days or projects (compensation according to effort), depend on the respective stipulations in the contract. In the event of compensation according to effort, the Order shall also stipulate whether there is an overall limit to the amount of compensation (total price/cap).

9.2 If a fixed price or a total price with a certain amount of compensation or total hourly or total daily expenditure has been agreed, the Provider must continuously record the hours or days actually worked in accordance with the specifications of the Customer and provide this information on the utilisation of the agreed total price at least monthly. Should it become apparent that – for whatever reason – there is a risk that the amount will exceed the total price, the Provider must inform the Customer immediately and coordinate further steps with it. If the actual expenditure exceeds the agreed total price, the Customer owes the Provider no more than the agreed total price. This does not affect the Provider's obligation to render the agreed service.

If the actual expenditure falls short of the agreed total price, billing will be based on the actual expenditure. Where a fixed price is agreed for the rendering of the service, additional or reduced compensation is excluded regardless of the actual expenditure.

Travel times and expenses shall not be reimbursed unless contractually agreed.

9.3 Invoices shall be paid within 30 days of receipt of the invoice. All prices are exclusive of VAT at the statutory rate.

10 Non-contractual service

10.1 The service of the Provider shall be inspected within a reasonable period that begins upon the completed rendering of the service. Any defects and/or non-contractual services shall be reported in writing. A more detailed description of the receiving inspection or the acceptance procedure as well as a stipulation of the corresponding deadlines can be made in the respective Order if required.

10.2 The guarantee is based on statutory provisions unless otherwise agreed below or in the respective Order. In the event of withdrawal, claims for the subsequent remediation for interim use are excluded.

The Provider is obliged to undertake remediation without delay. The Customer may choose at its own discretion whether the remediation is to be carried through remediation of the defect or the rendering of additional service. In individual cases, the Provider may carry out remediation in the form of an update if the Customer so consents. However, there is no obligation to accept an update as remediation. After carrying out the remediation, the Provider shall once again present the service for the receiving inspection or acceptance in accordance with Section 10.1 or as agreed in the respective Order. If remediation is not possible within a reasonable period, the Provider is obliged to provide the Customer with an alternative solution (workaround) to allow it to use the service until the remediation is complete. If a service is not rendered in accordance with the contract, the Provider is obliged to render the service in accordance with the contract within a reasonable period at no additional cost to the Customer. If the service is not rendered in accordance with the contract despite a reasonable deadline, the Customer is entitled to terminate this Order without notice. In this case, the Provider is entitled to compensation up to the day that the termination comes into effect, unless the Customer can prove that it has no use for or interest in the service. The claim to compensation lapses in this case. The Provider is to reimburse any compensation already paid.

10.3 Should the Customer determine that a fault is a defect and if the Provider renders services to identify or remove the reported fault, it may only demand compensation from the Customer in accordance with the daily rates agreed in the respective Order if the reported fault is not a defect and the Customer might have been expected to recognise this with a proper check. Any other claims are excluded.

11 Liability and damages

11.1 If the Provider fails to render a service by the date agreed in the individual contract, it must compensate for the damage caused by the delay in accordance with the following provisions.

11.2 The Provider is to pay the Customer 1/500 of the compensation for the service for which the Provider is in default for each day that it is in default. Payment is limited to a maximum of 100 days' default. The Customer reserves the right to assert further claims for damage against the Provider.

Liability is based on the statutory provisions, unless otherwise specified below.

In the event of personal injury or wilful and grossly negligent action, the contracting parties are fully liable. The Provider is also fully liable in the event of a breach of data protection or other security provisions and all claims for damage asserted against the Customer due to the violation of the rights of third parties in accordance with Section 13, as well as for any procedural costs, insofar as the Provider is responsible for the damage.

This does not affect liability under the Product Liability Act.

Rights of third parties

The Provider renders the services, in particular the assets provided and the assets produced, within the scope of this Order free of third-party rights that might impair the contractual use of the service by the Customer.

Should third parties assert claims for violation of such rights, the Provider shall do everything in its power to defend the services against the asserted claims for third-party rights at its own expense.

If the Customer is prohibited from using the services in whole or in part due to the violation of third-party rights, the Provider shall at its own expense either procure the right for the Customer to use the services or change the services or replace them with others in such a way that they no longer violate the rights of third parties. The change or replacement of services is only permitted if and to the extent that this does not impair the functionality and performance of the services.

If it is not possible or economically reasonable to offer redress as set out in the preceding section, the Customer is entitled to withdraw from the individual contract concerned in the case of a one-off obligation or to terminate the contract without notice in the case of a continuing obligation. The Provider shall take back the services immediately and at its own expense. In the event of withdrawal, the Customer does not owe value replacement.

In the event that third parties assert claims, the contracting partners shall closely coordinate their actions.

In the event of a legal dispute brought by the third party against the Customer, the Provider shall offer full support to the Customer and make available to it any information and documents it requires for its defence without delay.

The Provider is obligated to indemnify the Customer from all claims that third parties assert against it or a company of Generali Switzerland due to violation of the rights set out in Section 12.1 and to reimburse the Customer or other company associated with Generali Switzerland for any expenses in association with such claims, in particular expenses for legal defence. This claim does not apply if the Provider can prove that it was neither responsible for the breach of law nor that, with the application of due diligence, it might have been expected to know of it at the point of rendering the service.

This does not affect other legal claims based on legal defects.

Other regulations

Upon termination of the contract, the Provider is obliged to support the Customer as required in such a way that a smooth and coordinated transition of services to a third party or to the Customer may be carried out immediately (additional support services). With regard to the conditions and the compensation for

additional support services, the contract continues to apply, where necessary. The parties will conclude a separate agreement with regard to the conditions and compensation for additional support services that are not part of the services owed under the contract. However, the Provider already undertakes to provide the additional support services that are not part of the services owed under the contract in return for appropriate compensation in line with market rates.

If a transition is not completed on time at the end of the contract, the Provider is to render the contractual services at the request of the Customer beyond the end of the contract until the transition is complete. If the contract includes multiple services, the Customer is entitled to continue to provide services after the end of the contract for individual services only, or to a lesser extent. For the rendering of services beyond the end of the contract, the provisions of the contract continue to apply for the duration of the Provider's further activity. If the Customer requests the continuation of individual services only, the Customer only owes the compensation for the respective individual service. If the contract does not contain any information on the compensation for individual services or if the Customer only requests the continuation of the services to a lesser extent, the Customer only owes an appropriate proportionate compensation, the amount of which is to be stipulated in mutual agreement between the Provider and the Customer in the specific case.

No further termination is required at the end of the continuation phase. The Customer determines the time at which the transition is complete.

The transfer of documents, data and information of any kind by the Customer to the Provider does not constitute a granting of rights in favour of the Provider.

Upon termination of the contractual relationship, the Provider is obliged to return all data, documents and confidential information related to the respective Order from the Customer or to provide evidence of proper destruction, at the Customer's discretion. If statutory retention requirements prevent deletion, the data concerned must be blocked. The assertion of rights of retention is excluded. The Provider is not entitled to make or withhold copies, unless this is required by law.

Amendments and additions to this Order, including investments, must be set down in writing. This also applies to changes or additions to this written form clause.

The Provider is not authorised to transfer the Order in whole or in parts thereof to a third party.

The Customer is entitled, with prior notice, to transfer the Order in whole or in parts thereof to companies of Generali Switzerland.

Each contracting party bears the costs incurred in connection with the conclusion of this Order, regardless of the type.

Swiss law is solely applicable to the relationship between the contracting parties, even if foreign companies of the contracting

parties are affected. The United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply.

The place of jurisdiction is defined as Adliswil.

Should individual provisions of these Terms and Conditions be or become partially or completely invalid or unenforceable, this shall not affect the validity of the remaining provisions of the Terms and Conditions. The same applies in the event that the conditions contain a loophole. Instead of the ineffective or impracticable provision or to fill the gap, an appropriate provision should apply that, as far as legally possible, comes closest to what the contracting parties would have wished if they had considered this when concluding the contract. In case of doubt, the statutory provision applies.