

Mandate – General Terms and Conditions

Art. 1 Types of mandate and basic principles

These General Terms and Conditions (SLAM GTC) govern the conclusion, content and processing of mandates in the following specific areas: supply orders for the procurement of movable goods; construction orders such as assembly, installation, fit-out and conversion work; service contracts for servicing, maintenance, inspection, IT and associated activities, accounting, bookkeeping, auditing, management consultancy, technical consulting and planning, advertising, marketing, distribution, public relations, building cleaning, property management, printing, disposal and the like (hereinafter collectively referred to as the "mandate") between the Contractor ("provider") and Swiss Life Investment Management Holding AG or Swiss Life Asset Management Ltd. Swiss Life Investment Management Holding AG and Swiss Life Asset Management are hereinafter referred to as "SLAM". SLAM and the provider are also referred to individually as a "party" or collectively as "parties".

The SLAM GTC form an integral part of the mandate and/or order confirmation, and conclusively regulate the mandate between SLAM and the provider. All other GTC and contractual documents of the Provider or SLAM are explicitly excluded. This also applies if GTC or other contractual documents are declared part of an offer by the provider. By submitting an offer, these SLAM GTC are deemed to have been accepted by the provider.

Art. 2 Offer

The offer (including any presentation) is made free of charge, unless otherwise agreed in SLAM's request for an offer. The provider shall submit its offer on the basis of the request for an offer issued by SLAM, whereby it shall also be entitled to submit alternative offers. The offer remains binding for 30 days.

Art. 3 Execution of the mandate

The provider undertakes to execute the mandate competently, according to the latest findings and in compliance with current industry and technology standards, and to exercise due diligence.

The provider must inform SLAM about the status of the work on a regular basis, and must immediately notify it in writing of any problems as the work progresses. SLAM has the right to information and inspection at all times regarding all aspects of the mandate. As a rule, the provider must execute the mandate personally or with the involvement of its employees (auxiliaries). The involvement of third parties, particularly sub-contractors, is not permitted without the consent of SLAM. In the case of unauthorised involvement of third parties by the provider, the latter shall bear liability for the actions of the third party as if they were its own.

The provider undertakes to use only carefully selected and well-trained employees for the performance of the mandate. At the request of SLAM, the provider shall, within a reasonable period of time, replace any employees who do not have the requisite specialist knowledge or who otherwise impair the performance of the contract.

Art. 4 Health and safety regulations and working conditions / equal pay

A provider with its head office or branch office in Switzerland must comply with all relevant health and safety regulations and working conditions as well as the principle of equal pay for men and women under Swiss law.

Working conditions are deemed to be the applicable collective and standard employment contracts or, in the absence of the latter, the prevailing local and sectoral working conditions. A provider with its head office and service provision abroad undertakes to comply with the applicable regulations in that country, or at least with the core conventions of the International Labour Organization (ILO).

If the provider sends employees from abroad to Switzerland for the performance of the mandate, it undertakes to comply with the provisions of the Posted Workers Act of 8 October 1999 (SR 823.20).

Art. 5 Fulfilment and transfer of risk

SLAM shall determine the place of fulfilment. Unless otherwise agreed, the place of delivery shall be the place of fulfilment. The benefits and risks shall pass to SLAM upon delivery by the provider.

Art. 6 Remuneration

The provider must provide the services at fixed prices or at cost with an upper remuneration limit (cost ceiling). Details are set out in the order confirmation. The remuneration covers all of the provider's services required to fulfil the contract. In particular, the remuneration also covers all ancillary costs such as expenses, secretarial services, shipping costs, all social benefits and other compensation for illness, disability and death, as well as all public duties in connection with the performance of the contract.

Remuneration generally becomes due according to a payment plan and is determined by the progress of the work and/or accrued costs. Details are set out in the order confirmation.

All invoices must be settled within 30 days of receipt. All remuneration is net and exclusive of Swiss VAT.

Art. 7 Default of provider

Failure of the provider to meet the deadlines agreed in the mandate (transactions to be performed by a fixed date) shall immediately constitute default; in all other cases this shall apply only after a reminder has been issued and a reasonable extension granted. Should the provider fail to meet its obligations by the expiry of the extension, SLAM shall be entitled to withdraw from the mandate by notifying the provider in writing. The services rendered by the provider prior to termination of the contract shall be remunerated by SLAM.

Art. 8 Guarantee and liability

The provider undertakes to guarantee faithful and diligent execution of the tasks assigned to it and to ensure that its services meet the contractual provisions and specifications, the latest findings and current industry and technology standards. The provider shall bear liability towards SLAM for damages caused by itself or its employees in the execution of its performance for fulfilment of the contract. The provider's liability for minor negligence shall be precluded to the extent permitted by law.

Art. 9 Confidentiality

The provider and SLAM undertake to treat all information, data and documents of the other party, which come to their knowledge and which are not in the public domain, as confidential. In particular, this also applies to expertise, concepts, methods, security measures, client data, files, studies, business documents, purchase sources for goods and the like. The contents of the mandate, including these SLAM GTC, are likewise to be treated as confidential (hereinafter referred to collectively as "information").

Information may only be used for the implementation of the contractual relationship. Making available or passing on information to third parties is subject to the prior written consent of the other party.

The duty of confidentiality does not apply to information that is in the public domain or which has been acquired or compiled by the information recipient irrespective of the contractual relationship, or which has been legitimately acquired by third parties.

Both the provider and SLAM shall ensure that their employees and any legitimately engaged third parties undertake not to divulge any confidential information entrusted to them or of which they gain knowledge in the course of performing their activities.

The obligation of confidentiality shall remain in force after termination of the contractual framework, as long as there is a legitimate interest in this.

Art. 10 Duty of confidentiality and data protection

The provider acknowledges that data received or processed in connection with the provision of services for SLAM may be bound by professional secrecy and must also be treated in accordance with the currently valid data protection provisions. The provider also acknowledges that such data may also represent SLAM trade secrets.

In connection with the provision of services for SLAM, the provider undertakes to comply with all applicable provisions pertaining to the protection of business and professional secrecy and data protection, in particular the provisions of the Swiss Federal Act on Data Protection (FADP) and the European Union General Data Protection Regulation (EU-GDPR), as amended from time to time. The provider shall ensure that all persons involved in the provision of services for SLAM are aware of the scope of business and professional secrets and of data protection and that compliance with the resultant obligations by such persons is contractually agreed. If one party processes the personal data of the other party for the purpose of the contractual relationship, the other party must be notified immediately of such processing.

In connection with the performance of services for SLAM, the provider undertakes not to use any data received or acquired for any purposes other than those required to perform the services for SLAM and not to make such data accessible to third parties.

If, within the scope of fulfilment of the contract by the provider, the processing within the meaning of data protection of personal data originating from the SLAM area is inevitable, such data may be processed and disclosed within the provider's company to the extent that this is necessary for fulfilment of the contract. Any other processing or disclosure of data, in particular to third parties outside the company, is not permitted without the express written consent of SLAM. The provider will ensure that SLAM data will not leave Switzerland or be processed abroad without the latter's express consent.

The parties agree to conclude a corresponding data processing agreement in addition, if required by the applicable data protection legislation.

Art. 11 Property rights

All property rights (intellectual property rights and ancillary copyright as well as entitlements to such) arising in the course of performing the mandate belong to SLAM, unless otherwise contractually agreed. This shall also apply to interim and/or partial versions, in particular including all concepts, designs, specifications, inventions, improvements, ideas, methods, materials, cards, diagrams, notes, drafts, lists, texts, compilations, manuscripts, written documents, graphic materials, schemes, software codes, other creations etc., whether or not they are legally protected (referred to collectively as "results of work"). The rights held by SLAM include both the proprietary rights to relevant paper documents and data carriers and rights to intellectual property including in particular full copyright with all rights of publication and use and rights to change and modify, as well as all brand rights and rights to patentable and non-patentable inventions.

The provider guarantees that all results of work and all claims related to results of work will be transferred to SLAM by means of a transfer of rights. The transfer shall take place at the time of creation, shall be worldwide, temporally unlimited, unrestricted as to content and comprehensive of all rights and types of use, including future rights and as yet unknown types of use.

Art. 12 No infringement of property rights

The provider guarantees to SLAM that its services or the services of authorised third parties do not contravene any property rights or other rights of third parties and undertakes to hold SLAM entirely harmless from any related third-party claims and enforcement of those claims. SLAM shall inform the provider immediately should a third party enforce any such claims. The parties shall cooperate fully in respect of the defence of claims. At SLAM's request, the provider shall assume responsibility for the defence. The parties shall support each other appropriately in providing a defence. Where appropriate or if recommended by the provider, SLAM shall forfeit the use of results of work that could constitute an infringement of intellectual property rights. The defence costs (including lawyer's fees) shall be borne by the provider. If third parties assert claims against SLAM, the provider must ensure that SLAM is able to continue using the service.

Art. 13 Revocation and termination

The mandate may be revoked or terminated in writing by either contracting party at any time. The services rendered by the provider prior to termination of the contract shall be remunerated by SLAM. Both contracting parties reserve the right to claim damages due to a termination of the contract at an inappropriate time. This excludes compensation for loss of profit.

Art. 14 Project references and marketing

The provider may only name SLAM as a customer or include it in its list of references with prior written approval from SLAM. Similarly, any further references to SLAM or the use of the name or logo of SLAM and the Swiss Life Group require the express prior approval of SLAM. Such approval is granted on a provisional basis by SLAM; the provider undertakes to immediately refrain from references to SLAM and use of the names and logos of SLAM and the Swiss Life Group at the first request by SLAM.

Art. 15 Amendments and supplements

Any amendments or supplements to the mandate, the mandate confirmation or the SLAM GTC must be made in writing in order to be valid. A facsimile signature or an electronic signature shall be treated as a handwritten signature.

SLAM reserves the right to amend or supplement these SLAM GTC at any time. The foregoing shall be subject particularly to adaptations based on technological, administrative or infrastructure changes and adaptations based on statutory or regulatory requirements.

Art. 16 Applicable law and place of jurisdiction

These SLAM GTC and subsidiary Swiss law apply. The exclusive place of jurisdiction for all disputes arising from or in connection with the mandate or these SLAM GTC is Zurich.