

Terms and conditions – contract for work and services

Art. 1 Object of the contract / contracting parties

These terms and conditions ("T&C") govern the regulation of the conclusion, content and processing of contracts for works and services within the meaning of Art. 363 et seq. of the Swiss Code of Obligations, including the development of standard and individual software and the like (hereinafter collectively referred to as the "contract for work and services") between Swiss Life Asset Management Ltd as the orderer ("Swiss Life") and the contractor ("provider") (individually or collectively also referred to as the "partner").

The T&C form an integral part of the contract for work and services and/or offer confirmation and conclusively regulate the contract for work and services between Swiss Life and the provider. Other T&C or contractual documents of the provider are explicitly excluded. By submitting an offer, these T&C 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 Swiss Life's request for an offer. The provider shall submit its offer on the basis of the request for an offer issued by Swiss Life, whereby it shall be entitled to submit alternative offers. The offer remains binding for three months. VAT is to be listed separately in the offer.

Art. 3 Execution/documentation

The provider undertakes to carry out the work competently, in accordance with the contractual provisions and specifications and in accordance with the latest findings and current scientific and technical standards.

Swiss Life contractually defines the work to be produced by the provider (e.g. individual software) and gives the provider the information required to fulfil the contract. For its part, the provider must provide Swiss Life with the required documentation.

The provider must inform Swiss Life about the status of the work on a regular basis, and immediately notify it in writing of any problems. Swiss Life has the right to information and inspection at all times regarding all aspects of the contract for work and services. As a rule, the provider must execute the contract for work and services personally and/or with the involvement of its employees.

The involvement of third parties, particularly subcontractors, is not permitted without the consent of Swiss Life. No consent is required for third-party providers that provide subordinate services (such as telecommunications, power supply, etc.) to the provider. The provider shall be liable for the services, activities or omissions of any third party in the same way as for its own services, activities or omissions.

Art. 4 Sustainability

Swiss Life practises responsible corporate management and is bound by high ethical standards. Swiss Life expects its providers to comply with the relevant principles that apply to the company when providing services to Swiss Life.

Swiss Life's corporate responsibility statement can be found at <https://www.swisslife.com/en/home/about-us/sustainability/business.html>

By submitting an offer or concluding a contract, the provider accepts Swiss Life's relevant principles of corporate responsibility and acknowledges that it must adhere to equivalent principles. This also applies to processes for dealing with related complaints.

Compliance with human and labour law is extremely important to Swiss Life. Swiss Life is committed to internationally recognised human rights as set out in the UN Guiding Principles on Business and Human Rights (UNGPR). In this context, Swiss Life expects its providers to also comply with these standards. Namely:

- the International Bill of Human Rights, and
- the central regulations of the International Labour Organization (ILO), including Convention No 111 on

Discrimination and Minimum Age Convention No 138 on the effective abolition of child labour.

Moreover, in the course of providing services to Swiss Life, the provider specifically undertakes

- a. to provide a protective and secure working environment that is not hazardous to the health of its employees and meets the legal requirements for a workplace,
- b. to observe hiring practices free of all discrimination of any kind. (including with regard to sex, race, political ideology or on similar grounds);
- c. to respect the right of employees to freedom of assembly and collective bargaining;
- d. to comply with the applicable environmental and climate protection standards; and
- e. to pay salaries in accordance with industry standards.

The partners recognise the OECD Guidelines for Multinational Enterprises, the UN Guiding Principles on Business and Human Rights, including the principles and rights set out in the eight fundamental conventions of the International Labour Organization Declaration on Fundamental Principles and Rights at Work and the International Convention on Human Rights, and undertake to cooperate to ensure their implementation.

The provider is aware of Swiss competition, antitrust and anti-corruption legislation as well as legislation to combat undeclared work and confirms that it does not act in contravention of said legislation.

The provider must ensure that the above principles and regulations are also complied with by third parties (e.g. subcontractors) it engages.

If Swiss Life determines that a provider is in breach of the aforementioned rules, Swiss Life will terminate the business relationship according to the contractual notice period, if the provider is unable or unwilling to remedy the breach adequately and promptly.

Art. 5 Selection / deployment of staff

The provider undertakes to use only carefully selected and well-trained employees for the performance of the contract for work and services. At the request of Swiss Life, 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. The provider may only exchange or replace key persons in fulfilment of the contract with the written consent of Swiss Life.

Art. 6 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 contract for work and services, it undertakes to comply with the provisions of the Posted Workers Act of 8 October 1999 (SR 823.20).

Art. 7 Performance / Transfer of risk / Insurance

Swiss Life shall determine the place of fulfilment. Unless otherwise agreed, the place of delivery shall be the place of performance. The transfer of the benefit and risk of the entire work to Swiss Life shall take place on final acceptance. Until this point the provider bears the full risk. The provider is

responsible for insurance, transport, storage and assembly risks.

Unless otherwise agreed in the contract for work and services or confirmation of offer, the provider must take out public liability, transport, assembly and guarantee insurance for the duration of each contract for work and services. The premiums for such insurance are paid by the provider.

Art. 8 Import provisions

The provider shall guarantee compliance with any export restrictions and/or import regulations from the place of origin to the place of delivery in accordance with the contract for work and services. It shall inform Swiss Life of any export regulations in their country of origin.

Art. 9 Acceptance / acceptance procedure

The work or services provided shall be jointly checked by the partners. An inventory and condition report shall be drawn up and signed by the partners. If Swiss Life draws up test reports as part of the acceptance, the provider may inspect them on request.

The partners agree on the criteria, the timetable, the procedure and the acceptance date. If agreed in writing, partial acceptance is also possible. These are subject to successful overall acceptance.

If no defects can be identified during acceptance, the work or services shall be accepted upon signature of the inventory and condition report. If acceptance reveals only minor deficiencies, the work or services shall also be accepted upon signature of the inventory and condition report. The provider shall remedy the identified defects within the scope of the warranty.

Acceptance shall be suspended in the event of significant deficiencies. The provider shall rectify the deficiencies identified within the specified period and invite Swiss Life to perform a new acceptance test. If this review continues to reveal significant deficiencies and if the partners do not agree to continue working together, the contract will terminate and all benefits will be refunded. Claims for damages remain reserved. If Swiss Life does not carry out an acceptance test within a reasonable extension period despite a reminder from the provider, the service shall be deemed to have been accepted.

Art. 10 Compensation

The provider must create or provide the work or the agreed services at fixed prices or at cost with an upper limit of compensation (cost ceiling). Details are set out in the offer confirmation. Compensation covers all services required by the provider to fulfil the contract, including the granting of all contractually agreed rights of use as well as any agreed maintenance and support services. The compensation also covers all ancillary costs such as expenses, secretarial services, licensing, documentation and 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 (e.g. VAT and duty).

Compensation is generally due according to the payment plan, in line with the progress of the work, or after delivery or installation of the work. Swiss Life will only make payments against a verifiable invoice. Invoices are to be sent to the invoice address specified in the contract for works and services following performance of the service by the provider. Details are set out in the offer confirmation.

All invoices must be settled within 30 days of receipt. All compensation is net and excludes any value added tax (VAT) due. Swiss Life is entitled to offset its own claims against claims of the provider.

Payments made by Swiss Life do not imply acknowledgement of contractually compliant performance by the provider.

Art. 11 Default by the provider

Failure of the provider to meet the deadlines agreed in the contract for work and services shall immediately constitute default (transactions to be performed by a fixed date), 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, Swiss Life may withdraw from the contract by notifying the provider in writing, or may demand a contractual penalty of 0.1% of the compensation per day of delay, up to a maximum of 10% of the total compensation.

Art. 12 Guarantee

The provider warrants that the work and/or services provided exhibit all the contractually agreed and/or warranted qualities as well as the properties required for their intended use, as well as those qualities which Swiss Life could reasonably expect in good faith even without special agreement, and that the work complies with the relevant statutory provisions.

The supplier assumes a warranty of 24 months from the total acceptance of the work. Swiss Life may notify defects at any time during the guarantee period. The provider is obliged to satisfy Swiss Life's claims arising from the following rights with regard to defects even after expiry of the guarantee period, provided that Swiss Life has given notification of such defects in writing within the guarantee period. The provider guarantees that any third parties engaged by it have all rights required to provide their services as per the contract. In particular, the provider is entitled to grant Swiss Life rights to the work to the contractually agreed volume.

In the event of a defect, Swiss Life has the choice of requiring rectification or deducting such compensation from the work or services rendered in line with the decrease in value. In the event of significant defects, which severely impair or render impossible use of the work, Swiss Life may withdraw from the contract. If a defect affects the data carriers or documentation delivered by the provider, Swiss Life is entitled to receive an error-free replacement.

If Swiss Life requests rectification or replacement, the provider must rectify the defects and/or provide a replacement at its own cost within a specified period. If the rectification of a defect is only possible by new production, the right to rectification shall also include the right to new production.

If the provider does not provide the requested rectification or deliver a replacement or fails to do so successfully, Swiss Life may at its discretion i) make a deduction from the compensation corresponding to the reduced value or ii) request the return of the necessary documents (namely the source code, including all information and documentation required for its processing) and carry out the necessary measures at the cost and risk of the provider itself, or have them carried out by a third party, or iii) withdraw from the contract.

If damage has arisen as a result of a defect, the provider is liable for its replacement.

Art. 13 Subsequent deliveries / audits / repairs / spare parts

The provider undertakes to execute any reorders made by Swiss Life during the guarantee period on the terms of the contract for work and services and/or these T&C and to carry out any necessary reviews and repairs to its work at reasonable prices at the request of Swiss Life.

The provider guarantees to Swiss Life the delivery of spare parts, software components and the like as well as the integration of any follow-up products for a period of at least ten years following acceptance of the work. After ten years, the provider must inform Swiss Life if spare parts can no longer be delivered.

Art. 14 Liability

The partners are mutually liable for losses caused by them or their employees as well as other auxiliaries or third parties authorised to perform contractual services (e.g. suppliers, subcontractors etc.) of the other party in the performance of this contract. Liability for minor negligence shall be excluded to the extent permitted by law.

Art. 15 Insurance Supervision Law and Swiss Life's authority to issue instructions

Swiss Life, other companies from the Swiss Life Group and the Swiss Life Group are subject to insurance and/or financial supervision and are obliged to warrant adherence to principles of proper business conduct and compliance with statutory and

regulatory requirements. The provider acknowledges that Swiss Life may, under certain circumstances, need to be granted a binding right to give instructions to the provider in this respect, and undertakes to comply with all instructions issued by Swiss Life in this regard.

The provider grants Swiss Life, the internal and external auditors of Swiss Life, independent specialised third parties instructed by Swiss Life (with the exception of the provider's direct competitors) and, subject to the applicable statutory and regulatory requirements in addition to the regulations of the competent supervisory authorities and their designated representatives, a right of inspection, monitoring and audit regarding the provision of the services outlined under the contractual framework. The provider undertakes to disclose all relevant data, information and documents pertaining thereto. The right of inspection, monitoring and audit may be exercised by making enquiries as well as in the form of on-site inspections and audits.

Swiss Life shall bear the costs of carrying out the aforementioned on-site monitoring and audits (except for the provider's internal expenses), provided that the monitoring and audits do not reveal any significant breach of contractual and/or legal obligations. If the monitoring and audits identify a significant breach, the provider shall cover the costs (except for Swiss Life's internal expenses).

Art. 16 Confidentiality

The provider and Swiss Life undertake to treat all data, information and documents of the other partner, which come to their knowledge and which are not in the public domain, as confidential. This also applies to know-how, concepts, methods, security measures, customer data, files, studies, business documents, purchase sources for goods and the like. The contents of the contract for works and services and these T&C are likewise to be treated as confidential (hereinafter collectively referred to as "confidential information") and specifically not to be disclosed or made available to unauthorised third parties.

Confidential information in the above sense may only be used for the performance of the contractual services. Making available or passing on confidential information to third parties is subject to the prior written consent of the other partner.

The duty of confidentiality does not apply to information that is in or entered the public domain or which has come to the attention of the recipient without the use of confidential information, 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, or where disclosure to a competent court, administrative or supervisory authority or similar body is required on the basis of a corresponding order, decree or official request.

Both the provider and Swiss Life 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 contract, as long as one of the partners has a legitimate interest in confidentiality.

Art. 17 Secrecy / 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. 18 Property rights

All property rights (intellectual property law, ancillary copyright and rights of use as well as entitlements to such) arising in the services brought by the provider and the work in the course of the creation and maintenance of the latter belong to Swiss Life (in particular also to the source code and documentation), unless contractually agreed otherwise. This also applies to interim and/or partial versions, in particular all concepts, designs, ideas, methods, diagrams, notes, drafts, lists, texts, compilations, manuscripts, written documents, graphic materials, schemes, other creations etc., whether or not they are legally protected (referred to collectively as "results of work"). Swiss Life also has a temporally unlimited, exclusive, substantively unlimited, irrevocable, transferable, sub-licensable and free right to use, modify, develop and exploit all results of work created by the provider within the scope of the cooperation.

The rights held by Swiss Life include both the proprietary rights to relevant paper documents, documentation 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 partners shall grant each other an unremunerated, non-exclusive right to use their own pre-existing property rights if and insofar as necessary for the provision of services according to the contract and specifications, or for the acquisition and intended usage of services by the relevant partner. To the extent that these property rights apply to software or other contractual services from a partner or any third party authorised by the partner, the partners' rights of use apply exclusively to the conditions of use for the software applicable to the relevant partner or authorised third party.

The right of the partners to continue to use ideas, concepts, know-how or procedures relating to the contractual services and which become the general know-how of their employees in the course of the cooperation remains unaffected, provided it does not contravene the other partner's or a third party's property rights or involve the unauthorised publication of confidential information (e.g. trade secrets).

If the provider has acquired property rights or rights of use from third parties for Swiss Life, all associated proprietary, usage and intellectual property rights (e.g. design rights, trademark rights or copyright) shall, unless otherwise agreed in a specific instance, be the exclusive property of Swiss Life.

Art. 19 No infringement of property rights

The provider is liable and shall guarantee to Swiss Life that the results of the work, including work by authorised third parties, do not contravene any patents, property rights or other third-party rights and undertakes to hold Swiss Life entirely

harmless from any third-party claims in this regard and the assertion of such claims. Swiss Life shall inform the provider immediately should a third party enforce any such claims. The partners shall cooperate fully in respect of the defence of claims. At Swiss Life's request the provider shall assume responsibility for the defence. The partners shall support each other appropriately in providing a defence. Where appropriate or if recommended by the provider, Swiss Life shall forfeit the use of results of work that could constitute an infringement of intellectual property law. The defence costs (including lawyer's fees) shall be borne by the provider. If third parties assert claims against Swiss Life, the provider must ensure that Swiss Life can continue to use the services and/or work.

Art. 20 Commencement and duration of the contract

The contract for works and services comes into effect upon receipt of an offer confirmation from Swiss Life by the provider. The contract may be concluded for a fixed or indefinite period. If the term is indefinite, either party may terminate the contract from the end of a calendar month subject to three months' notice.

Either party may terminate this contract prematurely and without notice, or withdraw from it, if:

- the other party culpably breaches a material term of the contract, which breach is not rectified within a maximum of four calendar weeks notwithstanding a written instruction to do so; or

Swiss Life may terminate the present contract prematurely and without notice, or withdraw from this contract:

- if any significant changes occur in relation to the provider, with the result that the fundamental prerequisites for the provision or acquisition of the services are no longer met (such as changes to the corporate or ownership structure);
- if the provider defaults on material contractual services and the default is not rectified without undue delay, notwithstanding a written instruction to do so from Swiss Life;
- in the event of persistent or repeated breaches of contract by the provider that are not desisted from notwithstanding an instruction to do so associated with a threat of termination.

Art. 21 Project references and marketing

The provider may only name Swiss Life as a customer, include it in its reference list and use its company name and logo if Swiss Life has given its prior consent. Such approval is granted on a provisional basis by Swiss Life; the provider undertakes to immediately refrain from references to Swiss Life and use of the Swiss Life name and logo at the first request by Swiss Life.

Art. 22 Amendments and supplements

Any amendments and supplements to the contract for work and services, the offer confirmation and/or these T&C must be made in writing in order to be valid.

Swiss Life reserves the right to amend or supplement these T&C at any time, in particular due to technological, operational, infrastructure-related or legal or official requirements.

Art 23 Assignability

The assignment or transfer of individual or all rights and obligations arising from a contract for work and services to a third party requires the written consent of the other party.

Art. 24 Applicable law and jurisdiction

The contract for works and services and these T&C are subject to Swiss law. The exclusive place of jurisdiction for all disputes arising from or in connection with this contract for work and services or these T&C is Zurich.