

General Terms and Conditions of Purchase

1. DEFINITIONS

CUSTOMER: Means the member of EG named in a Purchase Order (“PO”).

DELIVERABLE(S): Means hardware, software products or other products, licenses, consulting and other services as further specified in a PO.

ERSTE GROUP (HEREINAFTER EG): means Erste Group Bank AG, Am Belvedere 1, 1100 Vienna, Austria (“Erste Holding”) and all entities in which Erste Holding has and/or will have an interest, irrespective of whether or not this is a direct or indirect, majority or minority, interest; as well as all entities that are included in Erste Holding’s consolidated financial statements (including all members of the “Haftungsverbund” – a cross-guarantee system of Austrian savings banks (“Sparkassen”)). The term Erste Group also includes entities that are directly or indirectly controlled by other members of Erste Group.

Furthermore, the term Erste Group also includes certain other banks that cooperate with other members of Erste Group through cooperation agreements.

PROCUREMENT SERVICES GMBH: Means the procurement company of EG.

TERMS: Means these General Terms and Conditions of Purchase.

VENDOR: Means the company providing Deliverables to the Customer.

2. GENERAL

The following Terms shall apply to all POs and their processing, unless otherwise agreed in writing. Any terms and conditions of the Vendor shall not apply. The Terms as set out below shall be deemed accepted – even without written confirmation – upon commencement of order performance or order confirmation by the Vendor.

3. PURCHASE ORDERS

Oral POs shall not be valid. No other terms written on order confirmations, contracts or the invoices of the Vendor shall apply unless they are expressly accepted in writing by the Customer.

4. DELIVERABLES

The Vendor agrees to perform/deliver the Deliverables described in any PO, in accordance with the applicable PO and with these Terms. Upon acceptance of a PO Vendor shall be bound by the provisions of the PO.

5. OFFERS

All offers generated by the Vendor for any member of EG are to be understood to be free of charge. The Vendor furthermore expressly acknowledges that neither his participation nor any of his expenses relating to his participation in a tender process made by the Customer will be compensated in any way. The Customer shall not be bound to issue POs solely because it received an offer from the Vendor or invited the Vendor to take part in a tender process.

6. DELIVERY

Delivery of the Deliverables shall be made on the date and at the place specified in the applicable PO. All Deliverables shall be delivered DDP (Incoterms 2010) whereby the definitive location (“ship to” address) will be defined in the PO. Any unloading charges are on the Vendor’s account. If Vendor effects deliveries before the agreed delivery date, the Customer shall not be liable for any additional costs incurred by the Vendor which have been caused by such early delivery. A delivery of this kind requires the Customer’s express written consent. The Deliverables shall comply with all applicable quality and certification standards. If Vendor fails to effect delivery within the time or at the date specified in the PO, the Customer may decline to accept the delivery.

7. SHIPMENT & DOCUMENTATION

Each delivery shall include a delivery note in duplicate, and the shipping documents shall clearly state the subject matter of the delivery. Any costs that arise in connection with the non-supply or incomplete issue of the proof of origin, as well as the non-observance of shipping provisions, such as, in particular, customs duties, track storage charges, transfer charges and the like, shall be borne solely by the Vendor. Address for delivery is as agreed and stipulated in the PO.

8. PACKAGING

All costs of packaging and its disposal shall be borne by the Vendor; any damages deriving from imperfect packaging or the carelessness of those carrying out shipping shall be charged to the Vendor. The Vendor will be responsible for any disposal of waste related to the delivery of the Deliverables including, but not limited to, packaging materials.

9. INTELLECTUAL PROPERTY RIGHTS

Customer shall not delete or remove proprietary information or trademark notices appearing on the Deliverables and the Vendor’s materials.

The Vendor guarantees that no Deliverable shall constitute or cause an infringement of copyrights, patent, trademark or any other intellectual property rights or any other third party rights. The Vendor is fully responsible and liable for damages incurred in the delivery of the Deliverables if any rights of a third party are breached by such delivery or by the subject of the PO itself and the third party calls for damages compensation in this regard.

10. ACCEPTANCE

After receipt or assembly/start of usage of any Deliverables, the Customer will evaluate and accept in writing deliveries as “delivered and accepted” or reject each delivery within 15 business days after receipt. If the Vendor fails to remedy (correct) any defects within 10 business days after receipt of a notice of rejection, the Customer may either reject the Deliverables or, at his discretion consult with the Vendor to reach a mutually acceptable resolution.

11. DEFAULT

If the Vendor fails to or refuses to supply and/or deliver any or all of the Deliverables in accordance with the specifications stipulated in the particular PO, the Vendor is in default. If the Vendor is in default by non-delivery of the Deliverables in accordance with the delivery date specified in the relevant PO, the Customer may at its sole discretion extend the Vendor’s time for performance. Any such extension shall be made by amending the particular PO. The changed PO needs to be issued

General Terms and Conditions of Purchase

by an authorised unit of the Customer. In the event of any default, or if the Vendor gives the Customer legitimate reason to suspect strongly that the Vendor is not willing and/or able to fulfil any PO hereunder at all, clause 23 regarding the termination of the PO shall apply.

12. PRICES

The Customer shall pay the Vendor the amount agreed upon and specified in the PO. Prices are in EUR or local currency in case such local currency is specifically agreed in the PO. All taxes, charges and duties except VAT shall be borne by Vendor and are included in the prices. The Customer shall pay the invoiced amount (i) within 30 days with a three percent (3%) cash discount on the net invoiced amount, or (ii) within 60 days without discount after acceptance and receipt of a correct invoice. Prices stated in POs are fixed as well as maximum prices. The Vendor shall not vary the prices without the prior written consent of the Customer. All prices are to be understood as "DDP" (Incoterms 2010) and include any unloading charges.

13. INVOICES

The invoice for every PO shall be sent in duplicate to the Customer's accounting department, stating the PO reference number. The period of payment shall commence on the day of receipt of the invoice, upon complete fulfilment at the earliest opportunity. Incorrectly issued and/or incomplete shipping documents and/or documentation may result in an extension of time for payment. If the Deliverables are delivered prior to the agreed delivery dates, the period of payment for the respective invoices shall not commence until the agreed delivery date.

14. PAYMENT

Payment shall be made after acceptance of the Deliverables in accordance with the respective PO and after receipt of the correct and verifiable invoice. Advance payments will not be effected. Any remittance charges shall be borne by the Vendor. Payment will be effected by electronic bank transfer.

15. TAXES

The Customer is not liable for any taxes that the Vendor is legally obligated to pay and which incur or arise in connection with the service delivery/sale of Deliverables under a PO.

16. PENALTIES

If not otherwise agreed, penalty for late delivery shall be 1% per week commenced, up to a maximum of 10% of the total order value. Additional claims for damages shall not be affected by this regulation.

17. SET-OFF

The Vendor shall refrain from setting off any sums actually or supposedly owed to him by the Customer or any other EG members.

18. CONFIDENTIALITY, PRIVACY, DATA PROTECTION

The Vendor agrees: (i) to treat as confidential and to use only for the purpose of fulfilment of the respective PO all information, which is provided in whatever form or medium by or on behalf of the Customer and of any other EG member; (ii) to give access to such information only on a need to know basis to its employees; and (iii) not to transfer, publish, disclose or otherwise make available such information or any portion thereof to any third party without the Customer's prior written consent. All information shall remain the Customer's property and no licenses or rights are granted in any such information and the Vendor shall, upon the Customer's demand, promptly return to Customer or destroy all such materials and information. The Vendor shall not use the name, logo, trademark, or any other reference to the Customer and/or EG and shall not disclose the existence or the terms and conditions of a PO, without the prior written consent of the Customer. The Vendor expressly acknowledges that the Customer may be bound by specific regulations regarding bank secrecy and data protection. The Vendor expressly agrees to enter into any further agreements the Customer may deem necessary in relation to bank secrecy and data protection.

19. LIABILITY

The Vendor shall be liable for any damage caused to the Customer, directly or indirectly, due to an improper, incomplete or delayed delivery, missing certification or any other breach of these Terms or otherwise in connection with the processing of a PO.

In no event shall the Customer be liable to the Vendor, any of the Vendor's affiliates or any third party for any incidental, indirect, special or consequential damages arising out of, or in connection with, a PO, whether or not the Customer was advised of the possibility of such damage.

20. INDEMNIFICATION

The Vendor shall indemnify fully the Customer and keep the Customer indemnified fully for any claims, demands, damage, loss, costs or expenses, made against or suffered by the Customer or any other EG member, caused by any breach by the Vendor of any of the Terms set out herein, or caused by or during the processing of a PO.

21. WARRANTY/GUARANTEE

Vendor expressly warrants and guarantees to the Customer that the Deliverables will be supplied in accordance with the PO and all Deliverables supplied shall be new, of good quality, design, materials, construction and workmanship and that all Deliverables conform strictly to the specifications and industry standards, and also that all other requirements of the PO and are suitable for the intended purpose. The Vendor guarantees that the delivered Deliverables will not show and/or have any defect, whether concerning their function, their look or any other of their common or agreed upon properties. In case of non-compliance with this clause 22, the Customer may, in its own discretion, reject the Deliverables which do not comply with the agreed provisions by written notice to the Vendor. The Customer shall be entitled to a full refund of the purchase price of the defective Deliverables, and may require Vendor to remedy promptly the non-conformance or to replace the defective Deliverables, or, in the case of a delay in delivery, may purchase replacement Deliverables on the market. In the latter scenario, in the event of higher prices, any additional costs shall be borne by the Vendor, which does, however, not preclude the Customer from claiming compensation for any further damages that may derive from the Vendor's failure to deliver. The

General Terms and Conditions of Purchase

Vendor will, if a Product is defective contrary to its guarantee, indemnify the Customer for any damage caused by the non-compliance by the Vendor with its guarantee. In any such event no additional cost shall be incurred by the Customer. The Vendor agrees to make spare parts available to the Customer for a period of minimum five (5) years from date of receipt of the respective Deliverables. The Warranty for delivered Deliverables is twenty-four (24) months.

22. **TERM/TERMINATION**

The Customer may terminate a PO upon written notice to the Vendor if the Vendor fails to perform or otherwise breaches such PO, files a petition in bankruptcy or becomes otherwise insolvent, or is dissolved.

The Customer may furthermore terminate a PO at any time without cause and without further obligation to the Vendor except for payments due and accepted prior to the effective date of termination. The termination will, in the case of such a termination without cause, be effective upon ten (10) days' written notice.

23. **COURT OF JURISDICTION, GOVERNING LAW**

Any dispute, controversy or claim arising out of or relating to any PO these General Terms and Conditions apply to or generally to these General Terms and Conditions, including but not limited to its performance, breach, termination or invalidity as well as the pre and post contractual obligations, and including any disputes arising out of or relating to any Order issued hereunder, shall be negotiated to reach an amicable settlement in accordance with the following provisions. If such an amicable settlement is not possible within 20 working days after the dispute has arisen or notice of such dispute is given to the other side, whichever is earlier, such dispute shall be referred to the Management Committee, whereby the persons constituting the Management Committee are members of the Board from both Parties. If the Management Committee cannot solve such dispute within 15 working days after having received information concerning such dispute, either one of the Customer or the Vendor shall be entitled to refer such dispute for settlement to the court to the court having subject matter jurisdiction in Vienna. Any PO shall be governed by the laws of Austria.

24. **NOTICES**

All notices shall be in writing and sent to the Vendor's or the Customer's authorised contacts agreed upon and shall be deemed received when (a) given personally, (b) sent per email, (c) sent by courier with written confirmation receipt, or (d) sent by registered post. The Vendor will notify the Customer in writing of any changes to the Vendor's contact information.

25. **WAIVER**

No waiver by the Customer of any breach of any condition of a PO shall be effective unless it is in writing, and no failure or delay by the Customer in enforcing any provision of a PO or in exercising any right, power or privilege thereunder shall operate as a waiver thereof.

26. **FINAL PROVISIONS**

FORCE MAJEURE

Neither the Vendor nor the Customer will be liable for delay in performing obligations or for failure to perform obligations if the delay or failure resulted from circumstances beyond its control, including, but not limited to, acts of God, governmental acts, flood, fire, explosion, civil commotion or industrial dispute (other than that involving its own employees, agents or sub-Vendors).

SEVERABILITY

If any provision of a PO shall be or become invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.

ASSIGNMENT

The Vendor may not assign or otherwise transfer its rights or obligations under a PO, or delegate any duty or obligation under a PO without the prior written consent of the Customer. Any assignment or transfer without such prior written consent shall be null and void.

RETENTION OF TITLE

The title and risk in the Deliverables shall remain with the Vendor until they are delivered in accordance with the PO and/or until they are accepted by the Customer, at which time title and risk in the Deliverables shall transfer to the Customer. Under no circumstances shall the Vendor be entitled – for whatever reason – to delay and/or retain his performance and/or deliveries. Moreover, the Vendor shall not be entitled to a right of retention to materials supplied by the Customer.

INSURANCE

The Vendor will maintain sufficient insurance coverage to meet its obligations created by a PO and by applicable law. Upon request, the Vendor will deliver proof of insurance coverage.

SUBCONTRACTING

The Vendor shall not, without the Customer's prior written consent, subcontract all or any part of the supply of the Deliverables.

E-COMMERCE

The Vendor expressly agrees to exchange electronic data and information with the Customer for the purpose of ordering, invoicing and payment. The Vendor will not refuse its cooperation with any third parties appointed by EG for the purpose of fulfilling certain processes in such context. The Vendor further expressly agrees that such third parties will receive relevant information material by the Customer and other members of EG.

CORPORATE SOCIAL RESPONSIBILITY

The Vendor shall (i) have due care for immediate natural habitat as well as the environment as a whole and (ii) respect the legal rights of its employees and comply with all applicable employment legislation, regulations and directives. The Vendor shall actively audit and monitor the day to day management process to ensure its compliance with Corporate and Social Responsibility.

General Terms and Conditions of Purchase

In the case of software the following additional terms shall apply:

For all software licenses, the Customer is granted a perpetual, non-exclusive, (with the exception of the agreed upon license fees) royalty-free, transferable within EG, right to use.

Software will be delivered on a data medium together with the documentation stipulated in the respective PO.

In the case of products the following additional terms shall apply:

The requirement to make a complaint in respect of a defect immediately on the receipt of the products (in German: Mängelrüge) is expressly excluded.

In the case of consultancy the following additional terms shall apply:

The Vendor specifically agrees to use the consultant personnel identified in the respective PO for the provision of the respective services.