

1. Scope

- (1) These General Terms and Conditions of Purchase shall govern and be an integral part of all contracts for supplies or services entered into between Fresenius Digital Technology GmbH (hereinafter referred to as "**Purchaser**") and its suppliers (hereinafter referred to as "**Supplier**"; Purchaser and Supplier each a "**Party**" and together the "**Parties**"). They shall also apply to all future supplies and services provided or offers submitted by Supplier to Purchaser, irrespective of whether or not they have been explicitly referenced.
- (2) These General Terms and Conditions of Purchase shall apply exclusively. Any deviating, conflicting or additional general terms and conditions of Supplier shall only become a part of the contract if and to the extent they have been expressly approved by the Purchaser in writing. This requirement for approval shall apply without exception, even if the Purchaser accept Supplier's deliveries without reservations in the knowledge of Supplier's general terms and conditions or refer to a document containing or referencing to such general terms and conditions of Supplier.
- (3) Any separate agreements made with Supplier in the individual case (including side agreements, additions and amendments) shall have precedence over these General Terms and Conditions of Purchase. A written contract or Purchaser's written confirmation shall be decisive for the content of such separate agreements.

2. Orders, Order Acknowledgement and Contract

- (1) A contract shall be concluded if the Supplier confirms Purchaser's order within 14 days of receipt of the order. Purchase orders shall only be effective if made in writing. In the same way, purchase orders placed in advance verbally or by telephone including any side agreements or subsequent modifications shall only be binding if and to the extent they have been confirmed by Purchaser in writing. For orders of services within the meaning of §§ 611 et. seq. German Civil Code (*BGB*) Clause 10 para. (1) applies.
- (2) The Purchaser reserves the right to revoke its order if the Purchaser does not receive an order confirmation from the Supplier within 14 days.
- (3) Purchaser shall not be bound by any deviating or additional terms included in Supplier's order acknowledgement. Clause 1 para. (3) shall apply mutatis mutandis.

3. Change Procedure

- (1) The Purchaser is entitled to request changes to the contract scope in terms of execution and quantity, insofar as this is reasonable for the Supplier. The Purchaser shall initiate the change procedure by submitting a written change request. The Supplier shall examine the change request at its own expense and submit a written change offer to the Purchaser within 7 days, which shall contain at least the description of the services to be performed, a detailed calculation of the additional financial and time expenditure, an assessment of the technical and commercial effects as well as an assessment of the risk associated with the implementation of the change.
- (2) The Supplier shall submit a change request if a change is deemed necessary or expedient in the course of the performance of the services. Change requests by the Supplier must also comply with the requirements of para. (1).
- (3) Supplier shall prepare the change offer free of charge for the Purchaser. The Purchaser will examine the change offer within a reasonable period of time. Purchaser is not obliged to accept the change offer. The Supplier shall suspend the performance of the service at the request of the Purchaser during a change procedure.
- (4) The agreement of a change shall be made by way of a written amendment to the contract ("**Change Order**") to be numbered consecutively. The Supplier shall continue to provide the services under the terms of the Change Order.

4. Prices

- (1) The price stated in the purchase order shall be firm and binding. Unless otherwise agreed, all prices stated in the purchase order are understood to be in EURO exclusive of statutory value added tax.
- (2) The price stated in the purchase order is understood to include any withholding taxes due. If withholding taxes are due and Supplier cannot produce an exemption certificate for such withholding taxes, the Purchaser is required by law to deduct withholding tax from the payments due to Supplier. Purchaser will assist Supplier in applying for an exemption certificate or the reimbursement of withholding taxes if Supplier provides the Purchaser with all the requisite information and documents for this purpose. Purchaser's assistance is, however, no advisory service and cannot replace the consultation of a tax counsel, if required. In order to ensure proper withholding tax collection, Supplier

undertakes to notify Purchaser promptly of all relevant changes in Supplier's status (e.g. change of domicile, setting-up of a permanent establishment).

- (3) In the absence of a written agreement to the contrary, the price shall be understood inclusive of shipment and transport to the shipping address indicated in the purchase order, and inclusive of packaging.
- (4) If the agreed price does not include packaging and the price of the packaging - provided not only on a loan basis - has not been expressly fixed, packaging shall be billed at verifiable cost.
- (5) Purchaser shall not be obligated to return the packaging unless specifically agreed. At Purchaser's request, packaging shall be taken back by Supplier at Supplier's expense.
- (6) Times travelled and travel and accommodation expenses will be compensated or reimbursed only if expressly stated in the purchase order and if the respective trip and associated costs have been expressly approved by the Purchaser.

5. Terms of Payment

- (1) The agreed price shall be payable within 30 calendar days from complete delivery of the goods and services (including acceptance, if agreed) and receipt of a properly prepared invoice. Timeliness of the payments owed by the Purchaser shall be determined by reference to the date Purchaser's transfer order is received by Purchaser's bank.
- (2) For down payments to be made by the Purchaser, Supplier shall furnish at Purchaser's request a performance bond issued by a German commercial bank. The performance bond shall remain in place and in full force and effect until complete performance of Supplier's supply or service obligations.
- (3) In the absence of any clear order of redemption for a payment, Supplier undertakes to contact the Purchaser with regard to the order of redemption and to set off the payment against outstanding amounts according to such order of redemption. Supplier shall not be entitled to first set off Purchaser's payments against any previous debts or costs and interest.

6. Delivery Date and Delivery, Transfer of Risk

- (1) Agreed delivery dates shall be binding.
- (2) Supplier undertakes to promptly notify Purchaser in writing of any circumstances or foreseeable circumstances that prevent Supplier from meeting

the delivery date. Each postponement of binding delivery dates shall be subject to written agreement.

- (3) If the latest date by which delivery is due can be derived from the contract, Supplier shall be deemed to be in default on expiry of this date without any default notice being required from the Purchaser.
- (4) In the case of delayed delivery Purchaser may exercise - without any restrictions - all rights and remedies available to it by law, including its right of rescission and indemnification in lieu of performance after having given notice of default to Supplier and expiry of a reasonable cure period. Moreover, Purchaser shall be entitled to claim a penalty in the amount of 0.2 % of the total net purchase order value for each workday of delayed delivery, however not more than 5 % of the total net purchase order value. Such penalty shall be payable for each binding delivery date not met by Supplier. The penalty shall be set off against delay damages payable by Supplier.
- (5) Supplier shall not be entitled to make partial deliveries without the Purchaser's express prior consent. Even if shipment has been agreed, the risk shall not transfer to the Purchaser until after the goods have been handed over to the Purchaser at the agreed point of destination and/or have been accepted by the Purchaser.

7. Reservation of Title

- (1) Purchaser reserves title and copyrights in all illustrations, plans, drawings, calculations, specifications for execution, product descriptions and other documents (hereinafter collectively called "**Documents**") made available to Supplier. Such Documents shall be used exclusively in performance of the contract and shall be returned to the Purchaser upon its request, however not later than on completion of the contract. Any copies made of such Documents by Supplier shall be destroyed. Exempted therefrom are copies that have to be retained by Supplier under its legal retention duties and the storage of data for backup purposes as part of the normal data backup procedure. The Documents shall be held in confidence and not be disclosed to third parties. The foregoing obligation shall survive the contract. The obligation shall only expire if and to the extent the knowhow contained in the Documents made available has entered the public domain without infringement of a confidentiality obligation.
- (2) The above provision shall apply mutatis mutandis to materials and products (e.g. software, finished and

semi-finished products) as well as to tools, templates, samples and other objects made available by the Purchaser to Supplier for production purposes. As long as such objects have not been processed, they shall be identified as Purchaser's property, stored separately and reasonably protected against loss and damage on Supplier's costs.

- (3) Any reservations of title by Supplier shall only be applicable if and to the extent they relate to Purchaser's payment obligation for the respective products in which Supplier reserves title. In particular, expanded or extended reservations of title shall not be allowed.

8. Warranty Claims

- (1) Supplier shall be liable for defects, lack of warranted characteristics and non-compliance with guarantees given according to statutory law unless otherwise provided for by the subsequent provisions.
- (2) The warranty period shall be 24 months from the date of risk transfer unless a longer period is provided for by mandatory statutory provisions.
- (3) Purchaser shall be under no obligation to reserve its warranty rights at the time of acceptance of the goods or services. Unless an acceptance or receiving inspection has been agreed, a notice of defects shall be deemed to have been given in due time if it was delivered within 10 work days after receipt of the goods or, in the case of hidden defects, within 10 work days after their discovery.
- (4) Should the products supplied be sold on to third parties by Purchaser, Supplier shall indemnify Purchaser inter-partes from any producer liability claims (*Produzentenhaftung*) by third parties if and to the extent the fault triggering liability is attributable to Supplier.
- (5) Supplier warrants that software and data carriers provided are free from malicious functions (so-called malware), computer viruses or worms, Trojan horses or similar. Prior to making software and data carriers available to the Purchaser, Supplier shall check such software and data carriers using a current state-of-the-art virus search program.
- (6) Supplier shall inform the Purchaser about open source software used in software provided to the Purchaser and hold the Purchaser harmless from and against any third-party claims asserted against the Purchaser on account of the use of such open source software, and reimburse to the Purchaser all expenses incurred (including reasonable legal fees)

in connection with such use unless such claims are exclusively attributable to a breach of duties on the Purchaser's part.

9. Rights of Use, Intellectual Property Rights

- (1) As far as Supplier grants Purchaser a non-exclusive right to use Supplier's intellectual property rights, such right to use includes the right to use for Purchaser's Affiliates and for third parties solely for Purchaser's or Purchaser's Affiliates business purposes. As far as Supplier grants Purchaser an exclusive right to use Supplier's intellectual property, such right to use entitles Purchaser to transfer the rights to use to its Affiliates, to third parties as well as to sublicense accordingly.
- (2) Supplier warrants that the products or services provided by him do not infringe any third-party intellectual property rights.
- (3) Supplier shall indemnify and hold the Purchaser harmless from and against any and all third-party claims arising out of or in connection with an infringement of intellectual property rights pursuant to para. (1) and to reimburse all expenses (including reasonable legal fees) incurred by the Purchaser in connection with such claims. Purchaser's right to indemnification shall exist regardless of whether or not the infringement has occurred through Supplier's fault, unless such infringement is solely attributable to Purchaser.
- (4) Any further rights and remedies with regard to deficiencies in title of the products supplied to the Purchaser shall remain unaffected thereby.

10. Additional Terms and Conditions for Services

- (1) Any prediction or statement on a total number of manhours provided in purchase orders for services - in particular consultancy services - or other documents or records are non-binding estimates derived to the best of the Purchaser's knowledge and belief from an evaluation of the expected scope of services required. Such predictions shall not entitle Supplier to demand Purchaser's full use of the number of manhours so projected nor to the payment of any services not made use of. Such prediction obligates Supplier to provide the contractual services as called off by Purchaser at the terms and conditions of the purchase order.
- (2) The services actually provided by Supplier shall be billed at hourly or daily rates on the basis of manhours or man days actually expended. Supplier shall invoice the services to be compensated

monthly or after completion of the contract based on time sheets countersigned by the Purchaser. Suitable proof of the services provided shall be attached to the invoice.

- (3) Purchaser undertakes to reasonably support Supplier in the performance of the contract. In particular, Purchaser shall establish at its premises and at its expense the prerequisites necessary for the proper provision of the services.
- (4) Purchaser shall have the right to terminate contracts for services at any time, observing a notice period of 10 working days. The decision on a termination shall exclusively rest with Purchaser. Both parties' right of termination for cause shall remain unaffected thereby.
- (5) Supplier shall not be entitled to engage sub-contractors with the provision of services without Purchaser's express prior consent. The same shall apply to the provision of work under contracts for work and services.

11. Acceptance

- (1) For contracts for the performance of work results (*Werkvertrag* in accordance with §§ 631 et seq. BGB (German Civil Code)), acceptance of the work results shall be the prerequisite for payment of the compensation. Partial acceptance shall only be allowed if agreed in writing. Partial acceptance shall not prejudice the Purchaser's right to assert defects in the course of the overall acceptance, in particular if such defects only become apparent through the interaction of the individual parts of the work results. Services, in particular consultancy and support services, are subject to Purchaser's acceptance if expressly agreed in the contract.
- (2) After completion, Supplier will give notice to Purchaser that the respective work result is ready for acceptance and hand over the work results including the associated documentation to Purchaser. Purchaser shall then have 15 days to commence acceptance testing.
- (3) After successful acceptance testing, Purchaser shall promptly declare acceptance in writing. Should the acceptance test fail Purchaser shall submit to Supplier a list of all defects precluding acceptance. Supplier shall promptly remedy all defects precluding acceptance and resubmit the work results for acceptance.
- (4) Minor defects shall not preclude the acceptance of the work results but shall be remedied as part of the warranty claims. Purchaser will document minor

defects in the written acceptance declaration or communicate them to Supplier by other means.

- (5) If acceptance is ruled out by the nature of the work or service, the delivery of the work or service shall be deemed to constitute its acceptance.

12. Insurance

At Purchaser's request, Supplier shall furnish proof of maintaining adequate employer's third-party liability and pecuniary damage liability insurance.

13. Minimum wage, working conditions

- (1) The Supplier hereby confirms that it will comply with the provisions of the Minimum Wage Act (Act on the Regulation of a General Minimum Wage – *Mindestlohngesetz - MiLoG*) and the provisions of the Posted Workers Act (Act on Mandatory Working Conditions for Workers Posted Cross-Border and for Workers Regularly Employed in Germany – *Arbeitnehmerentendegesetz - AEntG*).
- (2) The Supplier shall ensure that Supplier and Supplier's subcontractors comply with the provisions of the Minimum Wage Act and the regulations of the Posted Workers Act.
- (3) The Supplier shall indemnify the Purchaser and its Affiliates ("**Affiliate**" being any affiliated company within the meaning of Sections 15 et. seq. *Aktiengesetz*) against all claims made against the Purchaser or one of its Affiliates by employees of the Supplier, by employees of any subcontractors used or by third parties (e.g. social insurance institutions) on the basis of the Minimum Wage Act or the Posted Workers Act and shall pay for damages and costs - including the necessary legal defence - resulting from such disputes, unless the Supplier is not responsible for the infringement. § 774 BGB remains unaffected.
- (4) The Supplier shall support the Purchaser and its Affiliates in the defence against corresponding claims to the best of its knowledge and with the greatest possible care and shall in particular provide the Purchaser with the information and documents required for this purpose.
- (5) In the event of justified suspicion of a violation of the provisions of the Minimum Wage Act and the Posted Workers Act, the Supplier undertakes to immediately submit upon request records of remuneration (documents pursuant to § 17 *MiLoG*) for the hours worked by its employees deployed for the provision of services under the respective contract. The Supplier shall also oblige any

subcontractors used by it accordingly. Data protection regulations remain unaffected.

- (6) Any infringement by the Supplier or its subcontractors of the statutory provisions of the Minimum Wage Act and the Posted Workers Act, which in itself or through its repeated commission is suitable to justify claims by employees of the Supplier or its subcontractors against the Purchaser or is suitable to initiate administrative offence proceedings against the Purchaser, shall entitle the Purchaser to terminate or rescind from the contract with Supplier without prior notice.

14. Human Rights / Environmental Clause

- (1) Supplier shall respect human rights and establish and maintain environmental standards, as defined below, within its own sphere of influence and not cause, be complicit in or any way contribute to the violation thereof. Supplier shall comply and shall ensure that its representatives including its subcontractors comply with all human rights and environmental aspects listed under "Responsibility" in the Code of Conduct for Business Partners of Fresenius SE & Co. KGaA (for the purposes of Clause 14 and 15 referred to as the "**Code**", available at https://www.fresenius.com/sites/default/files/2022-01/FRS_Verhaltenskodex_extern.pdf), German Supply Chain Due Diligence Act, and other relevant laws of the applicable legal system (hereinafter: "**Human Rights and Environment**"). Supplier shall take appropriate measures to provide for a Human Rights and Environment management system, establish and maintain a Human Rights and Environment due diligence process appropriate to its size and business and/or risk profile, to identify, prevent and mitigate Human Rights and Environment risks and to address adverse Human Rights and Environment impacts in its own business area and in the supply chain. Supplier shall implement obligations corresponding to those contained in this Clause 14 along its supply chain and encourage its subcontractors to comply with them.
- (2) Supplier shall identify, assess, treat and report on potential or actual adverse impact of Supplier's activities on Human Rights and Environment. Supplier shall fully cooperate with and support Purchaser in its efforts to secure the respect for Human Rights and Environment along its supply chain. Supplier further shall provide its employees with an opportunity to make a complaint concerning potential or actual adverse impacts on Human Rights and Environment, and allow them to have access to Purchaser's grievance mechanism without retaliation or threat thereof.
- (3) In the event of actual or potential violations of Human Rights and Environment, within its own business or along the supply chain, Supplier shall inform Purchaser of adverse impacts on Human Rights and Environment and of the appropriate steps taken to address, end and mitigate the root causes of violations. If, in Purchaser's sole determination, steps taken by the Supplier to end, prevent and/or mitigate violations of Human Rights and Environment appear to be continually ineffective and inappropriate, Purchaser may, until the violations are redressed, temporarily suspend the contracts with Supplier. In case of severe adverse impacts on Human Rights and the Environment and the failure of the Supplier to address them adequately and implement appropriate steps within reasonable time, Purchaser may terminate the contract with Supplier. In case of serious violations of Human Rights and Environment and/or severe actual adverse impacts, Supplier's lack of preparedness to address them adequately and implement appropriate steps, Fresenius may terminate all business relationships between the Parties. A severe breach and/or severe adverse impact means an adverse environmental impact or an adverse human rights impact that is especially significant by its nature or affects a large number of persons or a large area of the environment, or which is irreversible, or is particularly difficult to remedy as a result of the measures necessary to restore the situation prevailing prior to the impact.
- (4) Supplier shall provide Purchaser with information as relevant and appropriate in regular intervals about its business activities, social welfare issues, environmental issues and foreseeable adverse impacts on Human Rights and Environment. To verify Supplier's compliance with this clause, Purchaser may request and obtain from Supplier information about their actual or potential adverse impacts on Human Rights and Environment, including information about any changes to operations, activities or operating context and corporate governance. Purchaser may audit the compliance of Supplier with Human Rights and Environment as defined in this clause. Purchaser shall give to Supplier reasonable advance notice of intended audits. In case of substantiated concerns of potential or actual adverse impacts on Human Rights and Environment, Purchaser may carry out audits without prior notice. Supplier shall fully

cooperate with and provide conclusive documentation to Purchaser and any of its authorised Affiliates or any auditor acting on its behalf with regard to the subject of audit.

- (5) Should Purchaser be notified of a claim, request made by a third party or authority action in relation to an actual or potential violation of Human Rights and Environment in connection with Supplier's business activities ("**Third-Party Claims**"), Supplier shall, at its own costs, defend, indemnify and hold Purchaser and its Affiliates, and their respective officers, statutory representatives and employees harmless from and against all such Third-Party Claims.

15. Compliance Obligation, Audit Right

- (1) The Supplier ensures that its employees, directors, officers, representatives, agents or others acting on its behalf (for the purposes of this Clause 15 referred to as "**Representatives**") will act in full compliance with all applicable laws, rules and regulations when carrying out the contractually due performance.
- (2) The Supplier undertakes not to grant or accept any direct or indirect payments, gratuities, benefits or gifts to or from civil servants, public officials or their families, political parties, international organizations, hospitals, doctors or health care professionals as well as employees or representatives of the Purchaser and its Affiliates (for the purposes of this Clause 15 referred to as "**Fresenius**") and their family members in connection with the performance of its services.
- (3) The Supplier undertakes that it and its Representatives shall, in performance of their contractual obligations, comply with all provisions and rules set out in the Code.
- (4) The Supplier undertakes to assume full liability for any breach of compliance committed by a subcontractor (for the purposes of this Clause 15 referred to as "**Vicarious Agent**") engaged by the Supplier to perform its contractual obligations. The Supplier shall disseminate the contents of the Code to its Vicarious Agents and ensure that its Vicarious Agents comply with the principles and requirements of the Code. The Supplier shall promptly notify the Purchaser of any suspected violation or breach of the Code or applicable laws by its Vicarious Agents in connection with the performance of the services under the applicable contracts.
- (5) Should the Supplier significantly violate the foregoing obligations or the substance of the Code or the pertinent prohibitory standards, the Purchaser

shall be entitled to a right of termination for cause with immediate effect. Each notice of termination shall be in writing and duly signed by the respective party (*eigenhändig unterzeichnet*) wishing to terminate.

- (6) The Supplier shall fully indemnify Fresenius against and hold it harmless from all damages, losses, payment retentions, claims and demands of third parties arising from or in connection with a breach of the above obligations or termination in accordance with para. (5).
- (7) If it is proven that the Supplier has entered into an agreement in connection with the contractually due performance that constitutes a prohibited restriction of competition or unfair conduct under antitrust law, it shall pay 10 percent of the amounts invoiced under the contract to the Purchaser as liquidated damages (*pauschalierter Schadensersatz*), unless a different amount of damage is proven.
- (8) In the event of initial suspicion of unlawful conduct on the part of the Supplier in connection with the contractually due provision of services or a significant breach of the Code or the obligations set out in the foregoing, the Purchaser shall have the right to inspect the accounts, records and documents of the Supplier, to audit them themselves and/or have them audited by third parties, and to make copies thereof. Inspection shall be carried out to a reasonable extent in compliance with the pertinent data protection provisions as well as in compliance with the legitimate interests of the Purchaser, in particular with regard to its trade and business secrets, at the customary business location and during normal business hours. The Supplier shall cooperate fully and promptly with any inspection or audit by or on behalf of the Purchaser, including answering questions in full and truthfully and providing any documents requested.

16. IT Security

- (1) The Supplier undertakes to effectively secure all Purchaser Data that it processes in connection with or as part of the provision of services against unauthorized access, modification, destruction or loss, unauthorized transmission, other unauthorized processing and other misuse in accordance with the currently recognized state of the art. Insofar as the Supplier is responsible for securing the Purchaser Data, it shall do so in accordance with the currently recognized state of the art in order to be able to archive and restore data files in a loss-proof and legally secure manner at any time. In addition, the

provisions of **Annex 16 "IT Security Requirements"** shall apply.

- (2) "**Purchaser Data**" shall mean any data of the Purchaser and its Affiliates in digital or analog form, including personal data and Confidential Information.

17. Secrecy

- (1) The Parties undertake not to disclose to third parties without the prior written consent of the other Party its business relationship to each other. This applies in particular to publications for public relations or advertising purposes, irrespective of the medium used. The Parties shall undertake to inform their employees of this duty. A culpable breach of this duty by an employee of a party shall constitute a breach of such party's contractual obligations under this contract.
- (2) The Receiving Party shall (a) keep in confidence and in safe custody any Confidential Information, (b) use Confidential Information only for the contractual purpose, (c) not copy or otherwise reproduce any of the Confidential Information except as is reasonably necessary for the contractual purpose, and (d) not disclose the Confidential Information to any third party but to Entitled Persons only. "**Confidential Information**" shall mean any and all information disclosed by or on behalf of one Party or its Affiliates ("**Disclosing Party**") to the other Party ("**Receiving Party**"), whether marked as "Confidential" or not, whether in oral, visual, electronic, written or any other form. "**Entitled Persons**" are only the statutory representatives, members of corporate bodies and employees of the Receiving Party and its Affiliates as well as contractors or professional advisors of the Receiving Party and its Affiliates. The Receiving Party shall be liable for any breach of this agreement by the aforementioned persons as for its own breach. The confidentiality obligations of the Receiving Party shall not apply to Confidential Information which (a) was known to the Receiving Party at the date of its disclosure by the Disclosing Party, (b) was after the date of disclosure acquired by the Receiving Party from an independent third party which is not subject to any obligation of confidentiality in respect of such information, (c) was independently developed by the Receiving Party without use of any of the Disclosing Party's Confidential Information, (d) was at the time of its disclosure in the public knowledge or has become public knowledge during the term of this agreement other than through a breach of this agreement by the Receiving Party; or (e) must be disclosed due to

mandatory statutory obligations, judicial or official order or due to the mandatory rules of a recognised stock exchange. To the extent permitted by law, the Disclosing Party shall be given the opportunity to review the disclosure contemplated under (e) and the Receiving Party shall nevertheless use commercially reasonable efforts to protect the confidentiality of the Confidential Information during such disclosure.

Upon the Disclosing Party's written request which may be made at any time and at the Disclosing Party's sole and exclusive discretion, the Receiving Party shall itself and shall ensure that the Entitled Persons, to the extent permissible under applicable law, promptly (i) return to the Disclosing Party any Confidential Information provided by the Disclosing Party to the Receiving Party in physical form, including, but not limited to, product samples, and otherwise (ii) destroy the Confidential Information. Rights of retention according to § 273 BGB or other regulations are excluded. The confidentiality obligations shall remain in effect for a period of 5 years after termination of the contract. For Confidential Information that is a trade secret under applicable law, the confidentiality and non-use obligations of the Receiving Party shall apply until that Confidential Information ceases to be a trade secret.

- (3) The Supplier shall impose confidentiality obligations on its subcontractors in accordance with this Clause 17.
- (4) For each breach of the provisions of this Clause 17 by the Supplier or any of its Entitled Persons, Supplier shall pay to the Purchaser a reasonable contractual penalty (*Vertragsstrafe*), which the Supplier may determine at its reasonable discretion and which shall be reviewed by the competent court in the event of a dispute. This shall not apply if the Supplier is not responsible for the breach (*Vertretenmüssen*). Any further claims for damages shall remain unaffected. Any contractual penalty paid shall be set off against any claims for damages, whereby the contractual penalty shall represent the minimum damage amount.

18. Data Privacy

- (1) Insofar as the Supplier processes personal data in the course of the performance of the services as an independent controller, the Supplier undertakes to ensure compliance with all applicable data protection laws. The Supplier processes the personal data solely for the performance of its contractual and related applicable legal obligations.

The Supplier stores the personal data for no longer than necessary for these purposes.

- (2) The Supplier implements appropriate technical and organizational measures to ensure the security of personal data in its area of responsibility.
- (3) The Supplier ensures that the persons it authorized to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.
- (4) Insofar as a controller-processor or a joint controller relationship exists between the Parties, and/or the Supplier is located in a country outside the European Economic Area without an adequacy decision of the EU Commission, the Parties shall conclude separate data protection agreements on the basis of the corresponding templates of the Purchaser. The qualification of each Party as a controller, processor, or joint controller depends on the tasks agreed between the Parties.

19. Subrogation, Change of Company

- (1) An assignment of claims by the Supplier shall only be agreed if the new creditor indemnifies the Purchaser against a claim in the event of an erroneous payment to the old creditor. This requires the written consent of the Purchaser.
- (2) The Supplier shall immediately notify the Supplier in writing of any transfer of the contract by operation of law and of any change in the Supplier's company name.
- (3) The Purchaser may transfer rights and obligations arising from the contract with the Supplier at any time without the Supplier's prior consent to Fresenius SE & Co. KGaA or to its Affiliates, provided that the performance of the contract is not endangered thereby.

20. Export and Customs Regulations

Supplier undertakes to inform the Purchaser by way of its business documents – as a minimum requirement, however, in its order acknowledgement, delivery documents and invoice - of any approvals required for the (re)export of its products and/or services under the applicable export

and customs regulations, in particular those of Germany, the European Union and the USA, as well as of the export and customs regulations of the country of origin of its products and services. In this connection, Supplier shall indicate as a minimum the export list number and/or the export classification number as well as any other information requested by Purchaser.

21. General Provisions

- (1) If Supplier is a merchant (*Kaufmann*) within the meaning of the German Commercial Code (*HGB*), a legal entity under public law or a special fund under public law, Bad Homburg v.d.H. shall be the exclusive place of jurisdiction for all disputes arising either directly or indirectly out of and in connection with the contractual relationship.
- (2) This above jurisdiction clause shall also apply to Suppliers pursuing a comparable commercial activity abroad and foreign institutions comparable with domestic legal entities under public law or a domestic special fund under public law.
- (3) These General Terms and Conditions of Purchase and all legal transactions between Purchaser and Supplier shall be governed by and construed in accordance with the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- (4) The invalidity or unenforceability of a provision or parts of a provision of the contract shall not affect the existence and continuation of the respective contract. The contracting parties are obliged to negotiate in good faith on a provision replacing the invalid provision. This shall apply accordingly in the event of a regulatory deficiency.
- (5) The official and binding version of these General Terms and Conditions of Purchase is in English language. If there should be any discrepancy between an English language word or series of words and a German language word or series of words (set in italics) used to clarify the English language word or series of words, then, to the extent of such discrepancy only, the meaning of the German language word or series of words shall prevail.

Annex 1

IT Security Requirements

1. The Supplier undertakes to effectively protect all Purchaser Data that it processes in connection with or as part of the provision of the Services against unauthorised access, modification, destruction or loss, unauthorised transmission, other unauthorised processing and other misuse in accordance with the currently recognised state of the art.
2. The Supplier shall have an appropriate, documented and implemented security concept and information security management system for the protection of the Purchaser's data in accordance with internationally recognised standards (e.g. ISO/IEC 27001:2017, BSI Grundschutz, SSAE 18/ISAE 3402 Type II).
3. The Supplier undertakes to observe and comply at all times with the statutory and regulatory requirements applicable to the provision of services to the Supplier, in particular with regard to information security and data protection requirements.
4. The Supplier is obliged to prove compliance with the IT security requirements at the request of the Purchaser by submitting suitable evidence, such as audit reports or certificates, at least once a year. At the request of the Purchaser, the Supplier shall also submit evidence of the regular performance of audits, security checks, penetration tests and vulnerability analyses including their results, e.g. by means of corresponding confirmations from auditors.
5. If the Purchaser has doubts with regard to the documents provided by the Supplier pursuant to Clause 4, which the Supplier is not able to dispel upon request within a reasonable period of time, the Supplier shall be obliged to grant appropriately qualified personnel of the Purchaser or a third party commissioned by the Purchaser access during normal business hours, in particular to the processing systems, facilities and supporting documents relevant for the processing of the Purchaser's data, so that the Purchaser can check whether the Supplier is complying with the requirements. The inspection shall be carried out in compliance with the security concerns and the business and trade secrets of the Supplier and the Supplier's other customers. The Supplier shall be responsible for ensuring that the inspection can nevertheless be carried out effectively and to the required extent. Each party shall bear its own costs for such audits. The audit shall be carried out with reasonable advance notice to the Supplier and in compliance with the contractual confidentiality rules. In principle, it shall take place only once within a 12-month period, unless there is a special reason for doing so.
6. The Supplier shall inform the Purchaser in text form of any material changes to the data processing. Changes shall be deemed material in particular if they affect the security concept. The notification must describe the scope of the change and the effect on the security concept. In the event of a foreseeable reduction in the protective effect, the Purchaser's consent must be obtained in text form before the change is made.
7. Unless expressly provided otherwise in this contract, the Supplier shall not be entitled to subcontract the processing of the Purchaser's data in whole or in part without the prior written consent of the Purchaser.
8. Should the Supplier significantly breach the obligations set out in this Annex, the Purchaser shall have the right to terminate the relevant service agreements without notice.
9. The Supplier shall ensure that the employees/employees of subcontractors deployed by it for access to and use of the Purchaser's IT systems observe and comply with the applicable guidelines, specifications and IT security standards of the Purchaser. Access to IT systems operated by the Purchaser or for the Purchaser by third parties may only take place with the permission of the Purchaser to the extent permitted and necessary for the performance of the contract by the persons authorised to do so. The Supplier undertakes not to disclose to any unauthorised person the access authorisations allocated to him for the use of the system. The Supplier shall only be permitted to allow any subcontractors access to the IT systems of the Purchaser, its agents or subcontractors to the extent required under the contract with the consent of the Purchaser. The Supplier must inform the Purchaser immediately if employees of the Supplier or subcontractor with access or access authorisations for IT systems of the Purchaser, its agents or subcontractors are no longer involved in the performance of the contractual service so that the Purchaser can withdraw existing access and access authorisations.
10. The Supplier shall have an IT security officer with the necessary expertise and shall inform the Purchaser of his contact details immediately after conclusion of the contract. The Supplier shall inform the Purchaser promptly and in an appropriate manner of any security incidents affecting the Supplier. A security incident in this sense is any attack on the Supplier's IT infrastructure or the Supplier's services which (i) endangers

the confidentiality, availability or integrity of the same or of the Purchaser's data in such a way that significant damage may occur or (ii) actually impairs the same.

The information is sent directly to the IT security officer of the Purchaser: CERT@fresenius.com.

The Supplier shall provide appropriate support to the Purchaser in the investigation of security incidents (e.g. through access to log files and availability of appropriate contacts).

11. The Supplier shall share with the Purchaser any other security-related information on unusual or harmful activities, including details of:
 - a) User/system activities
 - b) Unauthorised changes to critical static information such as customer master data, production data, pricing tables and exchange rates
 - c) Event logs, alarms and reports generated by intrusion detection systems (IDS) and data loss prevention (DLP) systems
 - d) results of network traffic monitoring as an early warning of potential attacks (including malicious network traffic).
12. The Supplier shall ensure that the subcontractors it employs comply with the provisions of this Annex. The Supplier shall be liable for the fault of the subcontractors used by it as for its own fault.
13. The Supplier shall protect the Purchaser's data in particular by:
 - a) providing and using secure authentication, authorisation and access control services (e.g. through multi-factor authentication, access lists, authorisation concepts,
 - b) Restriction of access outside the company's own network through firewalls,
 - c) use of malware monitoring and malware protection solution, and
 - d) return or audit-proof deletion of Client Data after completion of the provision of services for the Purchaser as well as proof of complete deletion or return at the request of the Purchaser.
14. Upon the Purchaser's written request, which may be made at any time, the Supplier shall immediately surrender to the Purchaser the Purchaser Data stored by or with the Supplier or allow the Purchaser unrestricted access to such data. Rights of retention according to § 273 BGB or other regulations are excluded. If requested by the Purchaser in connection with official proceedings or court proceedings (e.g. e-discovery), the Supplier shall support the Purchaser to the extent necessary in accessing and securing the Purchaser Data processed by the Supplier against reimbursement of the reasonable costs.