

General Terms and Conditions of Purchase

General Terms and Conditions of Purchase of Deutsche Börse AG and other Group Companies for External Services – Status: 05/2020

1 Scope of validity

These General Terms and Conditions of Purchase (hereinafter also referred to as “**GTCP**”) apply, unless otherwise explicitly agreed, for all – including future – purchase transactions of Deutsche Börse AG and the companies affiliated with Deutsche Börse AG within the meaning of sections 15ff Stock Corporation Act (AktG) (together the “**Group Companies**” and for the purposes of these General Terms and Conditions of Purchase, each referred to individually as a “**Principal**”), for services, work services and management services (hereinafter referred to as the “**Services**”) with the contractor (hereinafter referred to as the “**Contractor**”). The current Group Companies are listed in **Appendix 1** of these General Terms and Conditions of Purchase.

2 Duties of the Contractor

2.1 The Contractor shall carry out the contractual Services correctly and completely in accordance with the contractually agreed requirements and accepted professional standards. It guarantees that the work results will meet the highest standards customary in the sector, the state of the art in technology as proven in practice and the standards applicable in the Principal’s business which are known to it.

2.2 Should the Contractor ascertain that the Services to be rendered are erroneously or incompletely described or are wholly or partially impossible to render, it shall inform the Principal thereof in writing without delay. The Parties shall then consult jointly on the further procedure.

2.3 Where a remuneration is agreed on the basis of time or materials, the Contractor shall document the amount of time actually worked and present this documentation to the Principal on request. If the Contractor can foresee that the planned volumes or the estimated price will be exceeded, it shall inform the Principal thereof in writing without delay. The Contractor shall not exceed the planned volumes or the volumes underlying the estimated price until it has received the written consent of the Principal. After reaching the volumes that were planned or that underlie the estimated price, the Contractor shall not be obliged to render further Services until it has received the consent of the Principal. Services which the Contractor nonetheless renders shall not be remunerated.

2.4 The delivery of goods shall be performed with the exclusion of any reservation of title and carriage paid. Notwithstanding section 18.5 of these GTCP, the Principal can determine the place of performance for deliveries of goods; the Parties shall be free to agree in writing to this different place of performance. At the Principal’s order, the Contractor shall instruct employees of the Principal to a reasonable extent in the use of the work results at the place of performance. Where the creation of computer programs is owed, the scope of performance shall also include the creation and delivery of written and electronic usage and development documentation.

2.5 The Principal shall be entitled to examine compliance with the agreed standards on the Contractor’s premises during normal business hours. The Principal shall endeavour not to disturb when carrying out its inspection of the Contractor’s business operations and will, if at all possible, announce an inspection a reasonable period (as a rule seven days) in advance. The Contractor shall provide the Principal with the documents in its possession to the extent legally possible, taking the applicable data protection regulations into consideration. The Contractor shall not be obliged to disclose data of other customers.

3 Employees of the Contractor, Communication

3.1 The Contractor shall render the contractual Services with qualified employees, who will not be integrated into the Principal’s organisational structure or operation.

3.2 The Principal and the Contractor shall each appoint one representative (engagement manager) and one deputy as a contact for all questions relating to the engagement. Necessary communication between the Principal and the Contractor relating to the rendering of services shall generally take place only through the representatives (engagement managers).

3.3 The Principal may only issue instructions relating to the rendering of services to the Contractor’s representative. Only instructions under occupation health and safety regulations or those based on the Principal’s domiciliary right may be issued directly to the employees of the Contractor and its Subcontractors. Should the Contractor violate provisions of the Act on the Commercial Leasing of Employees (*Arbeitnehmerüberlassungsgesetz*)

in the course of rendering the services, it shall indemnify the Principal against any and all disadvantages resulting from this unless the Contractor is not responsible for the violation.

- 3.4 The Parties agree that the Contractor shall notify the Representatives of contracting department/project about changes in project/supplier resources (staff and/or subcontractors) at least two weeks prior to changes to allow the Principal to adjust provider access ahead of time.
- 3.5 The Contractor shall notify contact persons of Principal, named in the individual contracts, about the progress of deployed capabilities for the Contractual Services regularly, but also at least two weeks prior to changes.
- 3.6 The Contractor undertakes to furnish proof of compliance with the aforementioned provisions to the Principal without undue delay and to notify the Principal of any violation thereof without undue delay. Failure to comply with the above requirements may result in repercussions, including but not limited to contract termination and/or exclusion from future procurement processes.
- 3.7 For each individual contract the Contractor undertakes to conduct background and reliability checks on each agent it engages and/or on each person it places with the Principal. To provide the contractual services the Contractor may only use agents who give no cause for reasonable doubt in their trustworthiness and only such persons may be placed with the Principal.
- 3.8 The background and reliability checks to be performed by the Contractor shall at least include the following points: Insofar as the agents and/or persons placed by the Contractor are natural persons, the Contractor shall (i) identify them before they take up their employment on the basis of a valid personal identity card, passport or equivalent official identity document, (ii) ask them whether any entries have been made in their certificate of conduct (Führungszeugnis) and obtain an assurance that no such entries have been made, and (iii) ascertain that this is the case by requesting the submission of a current certificate of conduct in accordance with section 30 of the Bundeszentralregistergesetz (BZRG, Federal Central Criminal Register Act); for agents and/or persons placed with the Principal who have had a place of residence in another country than Germany in the last three years a comparable extract from a foreign register of criminal convictions must be submitted, if such is available and this is permitted by law. The Contractor must immediately carry out retrospective background and reliability checks on any agents it has already engaged and/or any persons it has already placed with the Principal.
- 3.9 If the performance under an individual contract is in the territory of the Czech Republic the following shall apply:
- a) The Contractor represents and warrants that it may carry out business activities including the subject matter of the individual contract also in the territory of the Czech Republic and undertakes to maintain all necessary permits, licences or other authorisations valid throughout the entire term of this contract and provide copies of them on Principal's request.
 - b) The Contractor undertakes to use only such persons that may legally carry out activities related to the contract in the Czech Republic and on Principal' request provide evidence in relation to every single person sent to the Czech Republic; otherwise the Contractor shall be liable to Principal for damage that will be incurred by Principal as a result of a breach of this obligation by the Contractor, including a duty of Principal to pay a fine on the grounds of secondary liability of Principal for payment of such fine, if invoked by state authorities.
 - c) The Contractor acknowledges that under certain circumstances Principal might be obliged to fulfil notification and further duties related to foreign workers under Act no. 435/2004 Sb., on Employment, as amended. The Contractor shall provide Principal with all necessary cooperation in relation to such duties, particularly providing information on persons performing under the individual contract on the Contractor's behalf who are not Czech nationals; otherwise the Contractor shall be liable to Principal for damage that will be incurred by Principal as a result of a breach of this obligation by the Contractor.
 - d) The Contractor is obliged to hold, throughout the term of the individual contract, a valid consent of all data subjects whose personal data shall be handed over to Principal in order to fulfilment of the contract and statutory duties of Principal arising from Czech legislation. The Contractor is liable to Principal for any damage and/or harm that will be incurred by Principal as a result of a breach of this obligation by the Contractor.
 - e) For avoidance of any doubts, the Contractor hereby agrees to indemnify Principal and hold Principal harmless (based on Principal' written request) from and against any third party claim or any fine imposed on Principal by any state authority or a court or settled/acknowledged by Principal with Contractor's prior written approval, to the extent that such claims or fines arise as a result of a breach of any representation or warranty made by the Contractor vis-à-vis Principal according to the Individual contract or as a result of a breach of any obligation of the Contractor hereunder, including but not limited to any legal costs incurred by Principal in connection with legal defence against such claims or fines.

4 Subcontractors

- 4.1 The Contractor and the Principal agree that the Contractor may only use third parties, in particular subcontractors (hereinafter "**Subcontractors**"), to provide the services owed by the Contractor with the prior written consent of the Principal.
- 4.2 Where the Principal grants its consent thereto, Contractor shall ensure that the Subcontractor engaged by it to provide the services has the necessary qualification. The Contractor further undertakes to enter only into those contractual arrangements with the Subcontractor which are in accordance with the agreements between the Contractor and the Principal.
- 4.3 The Contractor undertakes to meet all statutory obligations with regard to the Subcontractor, in particular those provided for under the Minimum Wage Act (*Mindestlohngesetz*), the Posted Workers Act (*Arbeitnehmerentendegesetz*) and the Act on the Commercial Leasing of Employees, as well as under supervisory law (e.g. the Banking Act (KWG)). It further undertakes to ensure that the Subcontractor observes all such duties.
- 4.4 The Contractor undertakes to furnish proof of compliance with the aforementioned provisions to the Principal without undue delay at the latter's request, and to notify the Principal of any violation thereof without undue delay.
- 4.5 The Contractor shall indemnify the Principal against any claims of third parties, in particular of Subcontractors and authorities, arising in connection with a violation of the aforementioned provisions on the part of the Contractor, unless the Contractor was not responsible for the violation. In all other respects the Contractor who tasks a Subcontractor with the provision of the services shall be liable for any breach of duty on the part of such Subcontractor vis-à-vis the Principal to the same extent as for a breach of its own duties.

5 Compliance with minimum wage legislation

- 5.1 The Contractor guarantees that it shall comply with its obligations to ensure working conditions that are in accordance with the German Employee Secondment Act and to pay the minimum wage in accordance with the German Minimum Wage Act. The Contractor shall ensure that these obligations are also complied with by its subcontractors and, in the event of personal leasing (temporary staff), by its suppliers of personnel and by its subcontractors' suppliers of personnel.
- 5.2 The Contractor undertakes to immediately provide the Principal with proof of compliance with the aforementioned provisions on request and to immediately notify the Principal of every infringement.
- 5.3 The Contractor shall indemnify the Principal against all claims asserted against the Principal if the Contractor breaches its obligations, especially on grounds of liability as a guarantor under the German Minimum Wage Act and the German Employee Secondment Act. This shall also apply if liability as a guarantor results from the engagement of a subcontractor and/or a supplier of personnel.
- 5.4 For every culpable breach of the aforementioned provisions the Contractor shall pay a contractual penalty to be set at the Principal's equitable discretion and whose reasonableness shall be subject to review by the competent court in cases of dispute. The contractual penalty shall be due for payment once the Principal has proved the breach of contract; the Contractor shall bear the burden of proving that the breach of contract was not a culpable breach. The foregoing provisions shall not exclude further claims that the Principal may have; any contractual penalties shall be set off against further claims for damages.
- 5.5 The Principal shall be entitled to terminate individual contracts for cause if the Principal has learned or has a reasonable suspicion that the Contractor has breached the provisions of clause 5.1 in performing an individual contract.

6 Cooperation obligations of the Principal

- 6.1 The Principal shall provide the Contractor with the information necessary to perform the contract in a timely manner. Where in the course of rendering the Service, decisions need to be made by the Principal, the Principal shall provide them to the Contractor in a timely manner upon request. The Principal shall grant employees of the Contractor and the Subcontractor who have been announced in good time in advance access to its premises to the extent necessary provided that the employees undertake to the Principal in the course of their initial registration for access that they will observe confidentiality and the Principal's Compliance Policy that has been disclosed to the respective employees; the Principal's right to avail itself of its domiciliary right remains unaffected. In particular, in case of a pandemic, the Principal shall be entitled to refuse to grant entry to its premises to the extent this is required in order to avert dangers to its employees' health or secure the continuity of its operations; it shall not be in default of acceptance on this account as long as the rendering of the Services by the Contractor does not absolutely require access to the Principal's

premises. Any duties of cooperation beyond those which are customary for such contracts, such as access to specific material resources, the internet or e-mail, shall be individually agreed upon.

6.2 Should the Principal fail to fulfil its cooperation obligations, this shall generally not release the Contractor from its duty to perform if the Contractor would be able to render the performance even without the missing cooperative action without incurring considerable additional expense. The risks arising in this connection (delays, etc.) shall be borne by the Principal, provided that the Contractor has previously set the Principal a reasonable period in which to remedy the situation.

7 Acceptance

7.1 Work services must be accepted by the Principal. Individually created computer programs shall be presented together with electronic and written usage and development documentation, as well as instructions for installation for the acceptance testing. The Contractor shall announce the handover of the work services which are to be accepted as a presentation for acceptance at least two weeks in advance. The acceptance period for work services shall be four weeks following the receipt of a work service which is essentially free of defects and complete. The Contractor shall be available to a reasonable extent for inquiries during the acceptance period. The Principal shall not be obliged to use exclusively test cases of the Contractor in the course of performing the acceptance test.

7.2 If the Principal passes the Contractor's work services on to a customer in accordance with the contract or the Customer delivers it to this customer directly in accordance with the contract, the Principal shall not declare acceptance until the customer has declared its acceptance. Where computer programs are delivered or passed on to customers of the Principal, the Contractor shall be available for at least three days for the installation, instruction and support during the demonstration of the operability acceptance testing.

7.3 Partial performances by the Contractor shall be permissible only to the extent agreed upon with the Principal. Notwithstanding any partial performances, an overall acceptance must be carried out in which in particular the interaction between the partial performances is examined. If partial acceptances are agreed upon, the statute of limitations for material defects ("Warranty Period") for all partial performances shall only begin to run with the overall acceptance.

8 Deadlines, contractual penalty

8.1 Should the Contractor fail to meet a deadline due to reasons for which the Principal is responsible, the time periods involved shall be extended accordingly.

8.2 The Contractor shall adhere to agreed upon timetables and inform the Principal immediately of any delays as soon as they become evident. In the event of default on the part of the Contractor, the Principal shall be entitled to demand that the Contractor pay a contractual penalty for each day of default in the amount of 0.15% of the net order value of the performance with which the Contractor is in default. The maximum contractual penalty per order shall be 5% of the net total remuneration for the respective order. Further claims of the Principal shall remain unaffected; contractual penalties paid shall be set off against damages claims of the Principal due to the same default.

9 Rights to Work Results

9.1 The Contractor shall grant the Principal a comprehensive use and exploitation right for all known and unknown types of use and exploitation which is exclusive (subject to section 9.2) and unlimited in time and territory, to all Services and results of its activity which the Contractor has rendered alone or together with third parties within the scope of the respective order or in connection with it, as well as to any protected works connected to them (such as interfaces, libraries, documentations, JAVA applets, data bases, data, graphics) ("Work Results"). This includes in particular the comprehensive right to reproduce, distribute and process the Work Results to lease them out, to make them available to the public or closed user groups, to reproduce them publicly elsewhere, to transmit and/or present them through a wired or wireless connection, as well as the right to grant third parties sublicenses to the Work Results and derivative works based on them, as well as the entitlement to grant sublicenses. The above rights to the Work Results may be transferred to third parties.

9.2 On the other hand, if it is explicitly stipulated in the order that the Contractor does not grant the Principal exclusively the rights to the Work Results or certain parts thereof, then the granting of the use and exploitation rights designated in section 9.1 of these General Terms and Conditions of Purchase shall not be exclusive.

9.3 Where Work Results are computer programs, the aforementioned use and exploitation rights shall be extended to both their object code and their source code and also include the right to combine the computer programs with other programs, to redesign them and to convert them into other programming languages and for other operating systems unless otherwise explicitly stipulated in the respective order.

- 9.4 The use of open source software in the course of creating computer programs shall be permitted only with the prior written consent of the Principal. The Contractor shall only use open source software whose licensing terms contain a copyleft effect, regardless of the Principal's consent to its use, in such a way that this copyleft effect does not apply to the Work Results or other proprietary programs of the Principal or the other Group Companies. A "copyleft effect" is the obligation of the licensee to license adaptations of open source software when passing them on under the terms of the original license and/or the obligation to distribute the programs involved, to disclose their source code or otherwise make them accessible to third parties.
- 9.5 Where work results arise which can be protected with intellectual property rights, the Contractor shall be obliged to notify the Principal thereof in writing without delay. The Principal shall be free to have these intellectual property rights registered in its name. The Contractor shall be prohibited from carrying out a corresponding registration in its own name or that of a third party or directly or indirectly assisting third parties in doing so.
- 9.6 The Contractor shall warrant that the Work Results are free of third party rights and that it is entitled to grant rights as described above. The Contractor shall inform the Principal without delay if third parties assert rights to the Work Results or the products manufactured with them against the Contractor and indemnify the Principal against any infringement of third party rights for which the Contractor is responsible through the Work Results or the products manufactured with them. Should the Principal be prohibited from using or exploiting the Work Results and/or the products manufactured with them and the Contractor is responsible for this, the Contractor shall bring about the contractual use and exploitation right for the Principal at its own expense, or otherwise provide an equivalent substitute product or pay damages.

10 Liability

- 10.1 The liability of the Parties for slightly negligent breaches of duty shall be excluded provided that they do not involve injury to life, limb or health or guarantees or other claims which cannot be waived, in particular claims under the Product Liability Act (*Produkthaftungsgesetz*) or pursuant to section 288(6) sent. 1 German Civil Code (BGB), are affected; for such damage, the Parties shall be liable towards each other in accordance with the statutory provisions. Likewise unaffected shall be liability for the violation of obligations, the violation of which would jeopardise the achievement of the contractual objectives, as well as obligations that are such that the contract can only be duly and properly executed if these are fulfilled and the damaged Party can generally rely on compliance therewith (so-called "cardinal obligations"). Where the liability is restricted or excluded according to the provisions above, this shall also apply to the personal liability of vicarious agents. The above provisions are not associated with any changes in the burden of proof to the respective liable Party's detriment, nor with an exclusion or limitation of claims of the Contractor for default interest.
- 10.2 The Contractor undertakes to take out D&O insurance with a coverage of at least EUR 2,000,000, to maintain this coverage for the duration of the order and to present the Principal with a current copy of the insurance certificate at any time upon request.

11 Changes in Services

The Principal shall be entitled to request that the Contractor make changes to the Services ordered. If a request for change is made, the Contractor shall make an offer to the Principal within a reasonable period (as a rule within 14 calendar days) provided that it is possible and reasonable for the Contractor to change the order. The Principal shall review the offer within a reasonable period of time (as a rule within 14 calendar days of receipt of the offer). The Parties shall decide by mutual agreement on the implementation of this offer for change and the adjustment of the respective order. While a change in Services procedure is underway, the Contractor shall continue to render the Contractual Services as planned unless the Principal instructs the Contractor in writing that the work is to be stopped or limited until a decision has been made on the change in Services.

12 Tools and equipment

All of the tools and equipment used to fill the order shall generally be provided by the Contractor. This also applies in particular for

- Hardware (e.g. laptop)
- Telephone
- E-mail account

Deviations from this are only possible in substantiated exceptional cases.

13 Rendering of services onsite

13.1 If the Contractor renders services on the premises of the Principal (onsite), employees of the Contractor may access buildings of the Principal only with a valid visitor's pass. The Principal shall issue it to employees of the Contractor against presentation of valid identification with photograph. The visitor's pass shall be visibly worn by the employees of the Contractor at all times. This shall be ensured by the Contractor. The visitor's pass shall remain the property of the Principal. It shall not be transferable and must be returned to the Principal upon leaving the premises.

13.2 If a longer stay on the Principal's premises is necessary in order to render the services within the meaning of section 13.1, the Principal shall, if appropriate, provide the Contractor with spaces which are separated off from the spaces of the Principal's employees. The Contractor shall ensure that its employees strictly abide by this spatial division.

14 Remuneration

14.1 The remuneration of the contractual Services, as well as of each contractual granting of rights, shall be paid upon issuance of an invoice or, if so agreed, in accordance with the Principal's ERS (Evaluated Receipt Settlement) procedure (credit note procedure).

14.2 Invoices and credit notes to be drawn up by the Contractor shall be issued to the respective principal that triggered the order.

14.3 The remuneration, plus VAT, shall be paid within 30 working days after receipt of a verifiable invoice. Interest from the due date (*Fälligkeit*) pursuant to section 353 German Commercial Code (HGB) shall be waived, but the Contractor's claim to payment of default interest remains unaffected. The onset of default of the Principal shall be governed by the statutory provisions. In any case, a reminder by the Contractor shall be required.

14.4 The remuneration shall include all ancillary costs, such as in particular meals, travel and accommodation costs. If a remuneration is agreed on the basis of time or materials, the Principal shall pay the rendered and proven services and costs. As proof, the Contractor shall use the time sheet prescribed by the Principal, unless otherwise agreed with the Principal. Acquisition costs of the Contractor, in particular expenditures for preparing offers, offer presentations and associated travel expenses shall be borne by the Contractor, unless otherwise agreed in writing.

14.5 Where per diems are agreed upon in the order and nothing to the contrary is stipulated in the order, the agreed per diem shall comprise a work performance of at least eight working hours a day. Additional work that is performed shall not be remunerated. If less work is performed, it shall be remunerated pro rata temporis. Travel time and breaks are not working times and shall not be remunerated as such.

14.6 The Principal and the Contractor can agree to a payment plan for work services in the order. Unless otherwise agreed, after acceptance of the work and issuance of the final invoice, the Principal may retain 5% as security for defect claims. This retention shall be due for payment six months after the acceptance if by that time no

defects have been notified or notified defects have been professionally remedied. The Contractor shall be free to redeem the retained sum by furnishing an unlimited and irrevocable bank guarantee under German law issued by a bank which is subject to the supervision of the European Central Bank, and has its place of jurisdiction in the Federal Republic of Germany. The bank guarantee shall be returned in accordance with sentence 2.

14.7 Sections 615 and 616 German Civil Code shall be set aside.

14.8 The Contractor shall convey to the Principal all data relevant for the invoice (in particular legal form, address, bank account details and VAT identification number), as well as any changes thereof. Tax risks arising from a failure to comply with this duty shall be borne by the Contractor.

15 Confidentiality, Data Protection, Policies

15.1 During the term of this contract and beyond, the Contractor shall keep documents, information and data, as well as reproductions thereof, which are made accessible to it due to or on the occasion of the cooperation with the principle, as well as the content of the contract ("confidential information") secret and protect them against unauthorised access and inspection in the same way as it would its own company secrets, but at least with the due care of a prudent businessperson. Excluded from the confidentiality obligation shall be confidential information which

- is available to the public, was already known to the Contractor from legal sources or was later made public by the disclosing Party, or
- was independently and separately developed by one Party, without having known or used equivalent information of the other Party, or
- is jointly released by the Parties for publication in writing.

15.2 The Contractor shall be entitled to disclose confidential information to persons who are professionally sworn to confidentiality (auditors, lawyers) to the extent they must have knowledge of the confidential information in the course of exercising their profession. The Contractor shall likewise be entitled to inform governmental bodies of confidential information which is to be disclosed to them on the basis of statutory provisions or sovereign orders, provided that it notifies the Principal in writing thereof prior to the disclosure.

15.3 The Contractor shall be responsible for ensuring that it and all persons working for it comply with the above regulations and are obliged to maintain data secrecy pursuant to section 5 Federal Data Protection Act (BDSG) (or Article 24 (1), 5 (1) (f) General Data Protection Regulation if applicable once it enters into force) and are informed that they may not process information obtained from the Principal's sphere for any purposes other than those necessary for the contract or use them, pass them on to third parties, disclose them or otherwise exploit them.

15.4 Where the contractual activity of the Contractor consists of storing or processing personal data on behalf of the Principal, this commissioned processing of personal data may only be performed within the framework of a separate commissioned processing of personal data contract pursuant to section 11 Federal Data Protection Act (or Article 28(3) General Data Protection Regulation once it enters into force) between the Contractor and the Principal.

15.5 The Contractor undertakes to comply with the "**Policies**" of the Group Companies which are listed in **Annex 2** of these GTCP, as amended from time to time. The Contractor shall oblige all of the employees working under this contractual relationship and other third parties to comply with these provisions.

15.6 Where the Contractor or the employees working for it or its Subcontractors under the contractual relationship receive access to inside information of Deutsche Börse AG, in accordance with the intended purpose, the Contractor shall keep a list (insider list) pursuant to section 15b Securities Trading Act (WpHG) of the assigned persons who have access to inside information and inform these persons of the existing duties and sanction mechanisms relating to the handling of inside information (cf. Issuer Guideline of the Federal Financial Supervisory Authority (*Emittentenleitfaden der Bundesanstalt für Finanzdienstleistungsaufsicht*) at www.bafin.de). In that case, the Contractor shall designate a contact person vis-à-vis the "**GDB**".

16 Notification of the storage of personal data

16.1 In the course of the project evaluation performed at the Principal, personal data of the Contractor and its employees will be processed and stored and can be made available to authorised persons in various Group Companies of the GDB. The Contractor hereby declares its consent to the storage of its personal data, as well as the storage of the personal data of its employees and the processing and use thereof by authorised employees of Group Companies of the GDB. It shall inform its employees of the fact and the scope of the

storage of their personal data by the Principal, obtain their written consent to this and hand these consents over to Principal in the original upon request.

16.2 The following data shall be stored:

- a) Last name and first name(s) of the employees, as well as their
- b) statements on their professional experience, designating the times and the companies, as well as a description of their respective activity
- c) project history, i.e. stating all projects carried out in the company, designating the time, place and a description of the respective activity.
- d) statements on their professional qualifications
- e) procedure-relevant features (*verfahrenssteuernde Merkmale*)

16.3 The data designated under b) - e) above shall be deleted at regular intervals on 1 January of each year where the data are more than two years old.

16.4 the purpose of the data processing is to verify the suitability of the persons proposed by the Contractor for further projects of the Principal.

17 Ending of Individual Contracts

17.1 Where services are involved, each Party shall be entitled to terminate an order with a notice period of four weeks to the end of a month. The right of either Party to terminate summarily for cause shall remain unaffected. Each notice of termination must be issued by letter.

17.2 In the case of a premature termination, the Contractor shall be entitled to bill the expenses it incurred up to the end of the contract and Services it has already rendered. Where the subject of the order is a service agreement, any further claims shall be excluded.

17.3 Once a contract has been ended, the Contractor shall be obliged to surrender Work Results without delay and return, destroy or delete documents, software and data which were provided to it by the Principal of its own accord and confirm the destruction or deletion in writing. It shall not have the right to retain the documents. Where data was stored on backup media in the course of periodic automated technical data backups of entire systems, these media must be secured adequately against access by third parties (cf. section 15) and the data shall be restored exclusively in the course of the system restoration. The Contractor shall be entitled to store the data of the Principal on the aforementioned backup media for a period of ten years, after which the data shall be irrevocably deleted. The Contractor shall confirm to the Principal the destruction or deletion pursuant to this section 17.3 in writing without delay.

18 Final provisions

18.1 Public communication regarding the business terms and conditions in force between the Parties, as well as corresponding references in advertising (e.g. stating references), shall require the written consent of the Principal, which shall be rendered by the "Corporate Purchasing Department" of the Principal.

18.2 The Principal shall be entitled to transfer the contractual relationship into which these GTCP are incorporated to other Group Companies.

18.3 Business terms and conditions of the Contractor or third parties shall not apply, even if the Principal does not object to their application in an individual case. Even if the Principal makes reference to a letter which contains the business terms and conditions of the Contractor or a third party or makes reference to same, this shall not comprise a consent to the application of those business terms and conditions.

18.4 Individual agreements concluded between the Parties with regard to the contract, of which these GTCP are a component, as well as determining declarations within the scope of this contract shall in any case have priority over these GTCP. Such individual agreements, as well as declarations relevant to the contract, must be in written form to be valid. This also applies to the cancellation of this written form requirement.

18.5 Unless an exclusive place of jurisdiction is stipulated or a different place of performance has been agreed upon, the place of jurisdiction and of performance shall be the Principal's registered office. The Principal shall also be entitled to file suit against the Contractor at its registered office, as well as at the location of the debt recovery court. The laws of the Federal Republic of Germany apply to the exclusion of all international and supranational (contractual) legal systems, in particular the United Nations Convention on Treaties concerning the International Sale of Goods (CISG).

Appendices: **Appendix 1 - Group Companies**

Appendix 2 - Policies

- Signatures follow on next page -

We hereby accept the General Terms and Conditions of Purchase of Deutsche Börse AG and other Group Companies for External Services – Status: 01/2017 to its full extent.

Frankfurt am Main, Germany

(Place and date)

(Place and date)

For GDB Deutsche Börse AG

Vendor (Company stamp)

(Name in block capitals)

(Name in block capitals)

(Name(s) in block capitals)

Appendix 1 - Group Companies

All companies affiliated with Principal in the Group pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG) as well as shareholdings of Principal. *These are, in particular (version: 31.12.2016):*

Assam SellerCo, Inc. New York, USA
Assam SellerCo Service, Inc. New York, USA
MNI Financial and Economic Information Beijing) Co. Ltd. Peking, China
Need to Know News, LLC Chicago, USA
Börse Frankfurt Zertifikate AG Frankfurt am Main, Deutschland
Börse Frankfurt Zertifikate Holding S.A. in liquidation Luxemburg, Luxemburg
Clearstream Holding AG Frankfurt am Main, Deutschland
Clearstream International S.A. Luxemburg, Luxemburg
Clearstream Banking S.A. Luxemburg, Luxemburg
Clearstream Banking Japan, Ltd. Tokio, Japan
REGIS-TR S.A. Luxemburg, Luxemburg
Clearstream Banking AG Frankfurt am Main, Deutschland
Clearstream Global Securities Services Limited Cork, Irland
Clearstream Operations Prague s.r.o. Prag, Tschechien
Clearstream Services S.A. Luxemburg, Luxemburg
Deutsche Boerse Asia Holding Pte. Ltd. Singapur, Singapur
Eurex Clearing Asia Pte. Ltd. Singapur, Singapur
Eurex Exchange Asia Pte. Ltd. Singapur, Singapur
DB1 Ventures GmbH Frankfurt am Main, Deutschland
Deutsche Boerse Market Data+Services Singapore Pte. Ltd. Singapur, Singapur
Deutsche Boerse Systems Inc. Chicago, USA
Deutsche Börse Photography Foundation gGmbH Frankfurt am Main, Deutschland
Deutsche Börse Services s.r.o. Prag, Tschechien
Eurex Frankfurt AG Frankfurt am Main, Deutschland
Eurex Clearing AG Frankfurt am Main, Deutschland
Eurex Clearing Security Trustee GmbH Frankfurt am Main, Deutschland
Eurex Bonds GmbH Frankfurt am Main, Deutschland
Eurex Repo GmbH Frankfurt am Main, Deutschland
Eurex Global Derivatives AG Zürich, Schweiz
Eurex Zürich AG Zürich, Schweiz
European Energy Exchange AG Leipzig, Deutschland
Agricultural Commodity Exchange GmbH Leipzig, Deutschland
APX Shipping B.V. Amsterdam, Niederlande
Cleartrade Exchange Pte. Limited Singapur, Singapur
EEX Link GmbH Leipzig, Deutschland
European Commodity Clearing AG Leipzig, Deutschland
European Commodity Clearing Luxembourg S.à r.l. Luxemburg, Luxemburg
EEX Power Derivatives GmbH Leipzig, Deutschland
Global Environmental Exchange GmbH Leipzig, Deutschland
Power Exchange Central Europe a.s. Prag, Tschechien
Pownext SA Paris, Frankreich

EPEX SPOT SE Paris, Frankreich
APX Commodities Ltd. London, Großbritannien
EPEX Netherlands B.V. Amsterdam, Niederlande
EPEX SPOT Belgium S.A.8) Brüssel, Belgien
EPEX SPOT Schweiz AG Bern, Schweiz
JV Epex-Soops B.V. Amsterdam, Niederlande
Gaspoint Nordic A/S Brøndby, Dänemark
PEGAS CEGH Gas Exchange Services GmbH Wien, Österreich
Finnovation S.A. Luxemburg, Luxemburg
Impendium Systems Ltd London, Großbritannien
STOXX Ltd. Zürich, Schweiz
STOXX Australia Pty Limited Sydney, Australien Tradegate
Exchange GmbH Berlin, Deutschland
360 Treasury Systems AG Frankfurt am Main, Deutschland
360T Asia Pacific Pte. Ltd. Singapur, Singapur
360 Trading Networks Inc. New York, USA
360 Trading Networks LLC Dubai, Vereinigte Arabische Emirate
Finbird GmbH Frankfurt am Main, Deutschland
Finbird Limited Jerusalem, Israel
ThreeSixty Trading Networks (India) Pte. Ltd. Mumbai, Indien

Appendix 2 - Policies

The Contractor undertakes to comply with the following Policies of the Group Companies:

- a) Compliance Manual
- b) Information Security Annex v2.0

The Contractor shall likewise oblige all Subcontractors engaged by it under this contractual relationship to comply with these Policies.