

1. Scope, Parties and object of the agreement, Order of priority

- 1.1. These General Terms and Conditions ("GTC") apply to
 - 1.1.1. the elimination of faults in the IT System and the processing of support requests within the agreed Response, Processing and/or Resolution Times. In so far as the order contains no regulations regarding Response, Processing and/or Resolution Times, the times resulting from Clause 10 shall apply;
 - 1.1.2. the establishment of an English and German-language hotline (hereinafter "**Hotline**") in accordance with the specifications set forth in Clause 9;
 - 1.1.3. the provision of enhancements (e.g. updates, upgrades, bug fixes, patches and new releases for the IT System ("**New Program Versions**")) at regular intervals, whereby E.ON is not obliged to install the New Program Versions. If E.ON decides to install the New Program Version, the Contractor shall owe the obligations defined in this Contract from the date of the installation with respect to the New Program Version. If E.ON decides not to install the New Program Version, the obligations of the Contractor arising from this Contract are not affected. The Contractor shall ensure that, after the installation of new program versions, the IT System's operating capability and the agreed functional scope are maintained;
 - 1.1.4. the adaptation of the IT System as required by legal or technical changes (e.g. for the continued cooperation of the Contractual Services with systems which are tied in accordance with the subject matter of the Contract, such as data base or third party service). The adaptation of the IT system must be made upon the entry into force of the change to the law, if coordination with E.ON as to the exact date is not possible but at the latest at the end of the implementation deadline provided for by law, and
 - 1.1.5. the transfer of adapted and updated documentation required for operation and use of the IT System (e.g., product documentation, user manuals).

hereinafter collectively referred to as "**Software Maintenance Services**" which the Contractor provides for the assigning E.ON SE Group company ("**E.ON**").

- 1.2. "E.ON" within the meaning of this Contract refers in the following to E.ON SE, Brüsseler Platz 1, 45131 Essen, and all companies which are - directly or indirectly - associated with E.ON SE (for these group of companies "**E.ON SE Group**"), regardless of their ownership structure. If a company is newly added to the E.ON SE Group, it is deemed to be an E.ON SE Group company within the meaning of this Contract directly on joining the E.ON SE Group. If an E.ON SE Group company leaves the E.ON SE Group, this company is deemed to continue to be an E.ON SE Group company within the meaning of this Contract for a transitional period of 24 months from the effective date of the departure from the E.ON SE Group.
- 1.3. If under this contract the services in accordance with Clause 1.1 are to be adjusted as specified by E.ON or services are to be provided that go beyond the services described Clause 1.1, this shall be described in the order or in the annexes that specify the Contractual Services (together with the Software Maintenance Services hereinafter referred to as "**Contractual Services**").
- 1.4. The "**Contract**" consists of the corresponding order, these General Terms and Conditions, the annexes "Data Protection" and "Information Security Requirements & Technical and Organizational Measures for Data Protection" and the annexes that specify the Contractual Services. The individual components of the Contract are applicable in the following descending order:
 - 1.4.1. the order
 - 1.4.2. these General Terms and Conditions
 - 1.4.3. the annexes "Data Protection" and "Information Security Requirements & Technical and Organizational Measures for Data Protection"
 - 1.4.4. the annexes that specify the Contractual Services
- 1.5. These GTC shall apply exclusively. Any General Terms and Conditions of the Contractor are hereby expressly rejected; such General Terms and Conditions of the Contractor do not oblige E.ON even if E.ON did not reject their validity once the Contract has been concluded. These GTC shall also apply for all future transactions between the parties with regard to the subject matter of the Contract mentioned in Clause 1.1 without having to refer to these GTC again (even with acceptance of conflicting General Terms and Conditions, e.g. as part of an installation).
- 1.6. These GTC apply only to entrepreneurs within the meaning of Section 14 of the German Civil Code (BGB), legal persons under public law or special funds under public law.

2. Orders and other contract amendments

- 2.1. Purchase orders and other amendments of the contract are only valid if they are made in writing or text form. The foregoing shall also apply to amendments and supplements to orders made subsequently.
- 2.2. The Contractor shall notify E.ON without delay and in text form in respect of changes to and/or extensions of the scope of services which prove necessary based on the information available to the Contractor and in the course of fulfilling the Contract. They shall require E.ON's prior consent in text form.
- 2.3. Further orders in connection with Contractual Services each form a unit with otherwise agreed Contractual Services. E.ON's rights to terminate and/or withdraw due to the Contractor's breach of obligations set up the right of E.ON to terminate the performance relationship in whole or in part, in so far as the use of Contractual Services according to the respective technical/commercial connection is burdened by Contractual Services which are directly affected by the breach of obligations.

3. Nature of the services, Personnel

- 3.1. The Contractor shall render the Contractual Services pursuant to the state of the art which is current at the time the Contract is concluded and shall use such personnel to do so as is qualified to render the Contractual Services. The Contractor shall advise E.ON of any relevant changes in the state of the art if they impact the performance of the Contract and implement the necessary modifications.
- 3.2. The Contractor shall ensure that the Contractual Services are suitable for the purposes resulting from this Contract, are usable in accordance with the applicable law and in particular are free from viruses, worms, spy software, malware and other harms.
- 3.3. Since from the point of view of an IT customer, it is usually nearly impossible to determine the malfunction's cause, the Contractor is obliged to set out and prove that in case of malfunctions with regard to Contractual Services these malfunctions have not been wholly or partly caused by breaches of obligations by the Contractor.
- 3.4. The Contractor shall ensure the full functionality of the software to be maintained, as well as any revisions and adaptations made to it (hereinafter referred to as "IT System"), as well as ensuring that the documentation provided is kept up to date and maintained during the term of the Contract.
- 3.5. If E.ON permits the provision of Contractual Services via remote access, the Contractor shall comply with the provisions on remote access (especially IT security regulations) applicable at E.ON. E.ON shall inform the Contractor of the relevant provisions upon request.
- 3.6. The Contractor shall, without undue delay, notify E.ON of misgivings as to envisaged method of execution or as to performance on the part of other contractors, in so far as this relates to the Contractor's scope of the order.

4. Beneficiary

- 4.1. All Users shall be Beneficiaries.
- 4.2. In this context, "User" refers to an unrestricted number of persons who have been authorized by E.ON to use the Contractual Services. These persons may be employees of E.ON and third parties or their employees commissioned or deployed by E.ON.

5. Cooperation of the Contractual Parties, integrity and compliance, occupational safety

- 5.1. The Contractor promises, that he has extensive expertise and experience regarding the Contractual Services and their usage for the purpose of the Contract, which E.ON can rely on. This does not establish an association between the parties under company law.
 - 5.2. Upon conclusion of the Contract, the Contractor shall designate for E.ON a competent official contact within its organization who is able to provide the necessary information and render decisions on behalf of the Contractor. E.ON shall exclusively communicate its instructions with respect to the Contractual Services to this contact.
 - 5.3. Integrity and compliance are of particular importance for E.ON. E.ON also attaches high importance to social responsibility as part of business activities. On this basis, the Contractor undertakes to take all necessary measures to prevent corruption and other criminal acts, and to comply with the standards set out in E.ON's Supplier Code of Conduct at the time of the completion of the respective order - accessible at [Code of Conduct for Suppliers](#). The Contractor shall commit its employees and its subcontractors, which it deploys in connection with the fulfillment of its contractual obligations to E.ON, to comply with the Supplier Code of Conduct. On request, the Contractor demonstrates to E.ON the commitment of its employees and subcontractors.
 - 5.4. In addition to E.ON's operational rules and provisions, the Contractor shall comply, in particular, with the generally recognized rules of security technology and occupational medicine of the HSE minimum requirements for partner companies which are accessible at the time of the completion of the respective order at [E.ON Procurement](#) as well as with other conditions, insofar as these requirements and conditions are handed over to the Contractors together with these GTC.
 - 5.5. If services are provided at the business premises of E.ON, the following shall apply: E.ON records the operational and business travel accidents of its own employees and external service providers working for it. The record serves to improve occupational safety. If a service provider deployed by the Contractor or its subcontractors suffers an accident on the way to or from the place of performance (business travel accident), or at the place of performance as part of the agreed work (operational accident), the Contractor reports this and the further details to E.ON's local safety office in writing. The above accident report to E.ON does not release the Contractor from existing statutory reporting requirements, especially the duty to report to the trade association.
 - 5.6. The Service Providers shall, in organizational terms, remain the employees of the Contractor or its sub-contractors, irrespective of whether they are deployed at E.ON for an extended period of time. The Contractor has the sole authority to instruct and direct its Service Providers, and shall manage its Service Providers independently. The Service Providers are not deemed to enter into an employment relationship with E.ON, including when they render services at its premises.
 - 5.7. The Contractor undertakes to comply with the provisions of EC Regulation 881/2002 and EC Regulation 2580/2001 and other national and international embargo and trade control regulations. For the purpose of the fight against terrorism, the prohibition on providing funds or economic resources, directly or indirectly, to certain natural or legal persons, groups or organizations shall apply in particular. The Contractor undertakes to review its business partners and employees to ascertain whether their name and identity exist in the lists of the natural or legal persons, groups or organizations published as annexes to these Regulations. If their name and identity are included on such lists, no business shall be conducted with these persons, groups or organizations.
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6. Performance period

- 6.1. The Contractor is obligated to comply with all deadlines specified in the Contract. The Contractor shall inform E.ON without delay and in text form where circumstances arise or it becomes aware of any circumstances from which it appears that agreed deadlines cannot be met, and reach an agreement with E.ON on a new deadline. For the enforcement of the claims of the parties, the initially agreed deadlines shall apply regardless of the declaration of new deadlines.
- 6.2. The Contractor may only rely on the absence of required, contractually agreed duties of cooperation on the part of E.ON, if despite being requested in text form the Contractor has not received such within a reasonable period set by the Contractor.

7. Adaptation and acceptance thereof

- 7.1. If the Contractor undertakes to adapt the Contractual Services to the requirements of E.ON, the Contractor shall notify E.ON of the completion of the adaptation in text form.
- 7.2. The Contractor is obligated to ensure that the adjusted Contractual Services are under no circumstances activated for productive use until E.ON has declared acceptance of the adjustment in text form.
- 7.3. Before potential acceptance, an acceptance test is performed by E.ON or by a third party employed by E.ON for this purpose. Unless otherwise agreed in an individual case, the Contractor will provide a (non-productive) testing environment and test data for this purpose. E.ON is entitled to provide test cases in advance, on the basis of which the acceptance tests will be performed. During the acceptance test and subsequently, the Contractor is available for the short-term resolution of outstanding errors and, where appropriate (if necessary) for on-site support. Performance of the acceptance tests does not constitute acceptance within the meaning of Section 640 of the German Civil Code (BGB).
- 7.4. Contrary to Section 341 para. 3 of the German Civil Code (BGB), E.ON can claim any contractual penalties until the final payment by the Contractor.

8. Provision

- 8.1. The Contractor shall provide the Contractual Services to E.ON for use at the agreed date.
- 8.2. The Contractor shall provide E.ON with the necessary access data in sufficient quantity for the correct use of the Contractual Services.

9. Provision of a hotline

- 9.1. The Contractor is obligated to set-up a hotline which is available during the service time agreed upon in the order (hereinafter "**Service Time**"). Unless otherwise agreed in the order, a continuous Service Time applies (24 hours a day and 7 day a week without exceptions). The Contractor shall ensure a sufficient number of qualified employees and the appropriate technical requirements so that the hotline is in a position to resolve faults in accordance with the following provisions, and to process support requests, during the Service Time.
- 9.2. E.ON is entitled to direct fault reports and support requests by telephone or by email to the Hotline. The Hotline is to accept the support request or fault report immediately and open a ticket recording E.ON's issue, assign the ticket a ticket number, and notify this to E.ON immediately.
- 9.3. E.ON shall make support requests or fault reports giving the name, the telephone number, and the contact address of the inquirer. Moreover, E.ON shall, at the Contractor's request, provide such information as the Contractor needs to remedy the fault or process the support request, insofar as this information is available to E.ON, and the Contractor cannot otherwise obtain this at lower cost. Here, E.ON will assign the support request or the fault to one of the categories listed in Clause 11.1. or Clause 11.2.

10. Resolution of faults; processing of support requests

- 10.1. The Contractor owes the Processing or Resolution Times agreed in the Contract with regard to support requests and faults, depending on the particular category.
 - 10.2. "**Processing Time**" is the time defined for the respective category of support request in Clause 12 or in the order triggered by E.ON, within which the Contractor is obligated to successfully conclude the support request to E.ON's satisfaction.
 - 10.3. "**Resolution Time**" is the time defined for the respective fault category in Clause 12 or in the order triggered by E.ON, within which the Contractor is obligated to resolve the particular fault, including its cause, finally and completely.
 - 10.4. "**Response Time**" is the time defined for the respective category of faults and support requests in Clause 12 or in the order triggered by E.ON, within which the Contractor is obligated to start to resolve the fault or deal with the support request, and to give a first response to E.ON regarding the status of this resolution or processing by persons qualified to solve the fault or support request.
 - 10.5. Should it not be possible to successfully conclude the support request to the satisfaction of E.ON within the agreed processing time, or should the fault not have been resolved within the agreed resolution time, the Contractor is obligated to additionally notify the quickest possible new Processing or Resolution Time at the latest by the end of the Processing or Resolution Time. Through the agreed times, the Contractor remains liable for associated legal consequences.
 - 10.6. The relevant adjustment of the documentation is also part of resolution of faults and processing of support requests.
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- 10.7. The resolution of faults by providing patches or other workarounds is only permissible if the fault cannot be resolved in any other way. In the event that a resolution of faults can only be effected with a patch or other workaround, E.ON is not obligated to install such patch or accept such other workaround. Instead, E.ON is entitled to demand that the removal of the resolution of the fault only take place with the installation of a new program version to be selected by E.ON. The obligation of the Contractor to permanently resolve faults remains unaffected by the delivery of a patch or other workaround. If E.ON refuses another reasonable workaround or the installation of a reasonable patch, the Contractor is no longer bound to the resolution times for the affected fault.
- 10.8. If the Contractor does not successfully comply with its obligation to resolve the faults reported by E.ON within the agreed Resolution Times or the processing of the support requests to the satisfaction of E.ON within the agreed Processing Times, the Contractor is obligated to pay a contractual penalty of a reasonable amount determined by E.ON, whereby the Contractor is enabled to have the amount of the contractual penalty reviewed by a court. This does not release the Contractor from having to fulfill its obligations under this Contract, especially to resolve the fault or to process the support request.

11. Classification of support requests and faults

- 11.1. Support requests are classified into the following categories:
- 11.1.1. A support request falls into category 1 if the IT System (in each case, the IT system to which the Software Maintenance Services refer is meant) cannot be used unless the support request is processed.
 - 11.1.2. A support request falls into category 2 if individual functions of the IT System necessary for day-to-day operations cannot be used, in whole or in part, unless the support request is processed.
 - 11.1.3. A support request falls into category 3 if the IT System cannot be used optimally unless the support request is processed.
 - 11.1.4. A category 4 support request is any other request that is not a category 1 to 3 support request, or a fault within the meaning of this Contract.
- 11.2. Faults are classified into the following categories:
- 11.2.1. A fault falls into category 1 if the IT System cannot be used and/or data corruption occurs unless the fault is resolved.
 - 11.2.2. A fault falls into category 2 if individual functions of the IT System necessary for day-to-day operations cannot be used, in whole or in part, unless the fault is resolved.
 - 11.2.3. A fault falls into category 3 if the IT System cannot be used optimally unless the fault is resolved.
 - 11.2.4. A category 4 fault is any other fault that is not a category 1 to 3 fault.

12. Response, Processing and Resolution times

- 12.1. The Response, Processing and/or Resolution Times begin with receipt of the fault report or support request by the Hotline and are owed during the Service Time. If support requests or faults are reported outside of the Service Time, they are considered to be reported at the beginning of the next Service Time. Processing and Resolution Times end with handing over the respective solution and receipt of a corresponding message by E.ON in text form; if updating the productively used IT system is one of the contractor's obligations, the handing over of the solution will be replaced by its functional integration into the productively used IT system.
- 12.2. Unless otherwise agreed within the scope of the order, the following Response, Processing and Resolution Times shall apply:
- 12.3. Support requests

Category	Response Time	Processing Time
1	1 hour	12 hours
2	1 hour	24 hours
3	3 hours	3 days
4	1 week	1 month

12.4. Faults

Category	Response Time	Resolution Time
1	1 hour	12 hours
2	1 hour	24 hours
3	3 hours	3 days
4	1 week	1 month

13. Documentation

If documents are to be handed over to E.ON in accordance with this Contract, these are to be prepared in German, unless otherwise agreed, and with the versions of MS Word, MS Excel, and MS Project used by E.ON and transferred to E.ON in the agreed formats and electronic format (simple copy).

14. Warranty

Unless otherwise stipulated in these General Terms and Conditions, the statutory warranty provisions shall apply. The Contractor shall also bear all expenses regarding the examination and supplementary performance if it turns out that there actually was no defect. E.ON's liability for damages in cases of unjustified demands for remediation remains unaffected; however, E.ON is only liable if E.ON has recognized or grossly negligent not recognized that there was no defect. Service Level Agreements ("SLA") apply additionally in favor of E.ON and do not affect other rights.

15. Rights of Use

- 15.1. The Contractor hereby grants E.ON the non-exclusive right, geographically unrestricted, irrevocable, and transferable within the E.ON SE Group companies, to use the New Program Versions provided as part of the Contractual Services or to allow them to be used for the purposes of the E.ON SE Group companies. In addition, the right of use particularly includes E.ON's right to grant the E.ON SE Group companies a right to use the above-mentioned New Program Versions in return for payment or without payment for a period determinable by E.ON. The right to use granted also includes the right of E.ON to process, modify, develop and translate the new program versions as well as to have them processed, modified and translated by third parties, and to use and have them used in accordance with this Clause. The processing right includes, in particular, the right to development and debugging.
- 15.2. The Contractor shall grant the rights described in Clause 15.1 to all other outputs produced by the Contractual Services, e.g., (i) improvements, (ii) documentation, (iii) training documents, (iv) presentations and other comparable outputs, whereby the outputs under (ii) to (iv) shall have a permanent Right of Use that entitles the Users to, in particular, process, duplicate and modify, continue, extend, transfer and sublicense those outputs.
- 15.3. E.ON shall receive or retain the exclusive and temporally unrestricted right to all data made accessible to E.ON or that were produced or processed for E.ON on the instructions of E.ON, to use this data in all forms of use and exploitation, insofar as there is nothing expressly to the contrary in law or under these General Terms and Conditions (especially under the applicable data protection provisions).

16. Infringement of IP rights

- 16.1. The Contractor shall ensure that the contractual use of the Contractual Services does not violate copyrights or other proprietary rights of third parties. The Contractor shall indemnify and hold harmless E.ON and all Beneficiaries against any third-party claims for infringement of such rights.
- 16.2. If the rights of third parties are infringed by the agreed deliveries and/or Contractual Services or by their use, the Contractor shall either procure for E.ON the right to unencumbered use at its own expense, or modify the affected deliveries and/or Contractual Services immediately at its own expense so that the affected deliveries and/or Contractual Services are no longer affected by property rights, but they nonetheless satisfy the requirements defined in this Contract. Further claims and rights of E.ON are not affected by this.

17. E.ON's duties of cooperation

E.ON's duties of cooperation shall be agreed expressly and in text form. The same shall apply if, after conclusion of the Contract, the Contractor determines that further duties of cooperation are necessary. Regardless of the designation, such cooperation is incumbent upon E.ON ("Obliegenheit").

18. Remuneration and terms of payment

- 18.1. The payment E.ON is to make to the Contractor for the provision of the Contractual Services and details of the terms of payment shall be specified in the corresponding order. For further information, which applies additionally, see [E.ON Invoicing Information](#). The payment set out in the corresponding order covers all Contractual Services to be provided by the Contractor, especially the granting of all Rights of Use agreed in this Contract.
- 18.2. Ancillary costs, such as allowances and operating expenses (net of deductible pre-tax), can only be reimbursed when this has been expressly agreed in the corresponding order and upon submission of the original invoices.
- 18.3. Payments by E.ON are not considered as acknowledgement, approval of a performance or waiver of notice of defect.
- 18.4. If neither the Contractor's registered office nor its management nor a permanent establishment nor a permanent representative is situated in Germany, E.ON is generally obliged under the German Income Tax Act [Einkommenssteuergesetz] to retain the statutory withholding tax for the Contractor in the amount of 15 % of the license royalty and to remit it to the German Federal Central Tax Office [Bundeszentralamt für Steuern]. E.ON can only refrain from this if the Contractor submits a so-called "certificate of exemption" [Freistellungsbescheinigung] for license royalties of the German Federal Central Tax Office [Bundeszentralamt für Steuern] in accordance with Section 50d of the German Income Tax Act [Einkommenssteuergesetz] within 5 days after conclusion of the Contract. Upon request, E.ON will certify the retained and remitted withholding tax to the Contractor in accordance with the officially stipulated form.

19. Subcontractors

- 19.1. The Contractor may not assign its obligations under the contract, whether in whole or in part, to subcontractors without E.ON's prior written consent, nor may it transfer services assigned to it to subcontractors without such consent. Subcontractors with their registered office in the UK are to be identified separately.
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- 19.2. If E.ON agrees to the use of subcontractors, the Contractor shall remain responsible for the performance of this Contract as a general contractor.
- 19.3. Subcontractors are defined as third parties deployed by the Contractor for the provision of the Contractual Services. This also includes all companies associated with the Contractor within the meaning of Section 15 et seq. of the German Stock Corporation Act (AktG).
- 19.4. The Contractor may not prevent its subcontractors from concluding contracts with E.ON for other services.
- 19.5. If the Contractor employs subcontractors without E.ON's consent, E.ON shall be entitled to withdraw from the Contract and/or demand compensation.

20. Insurance

The Contractor warrants to have a liability insurance policy with terms customary in the sector for personal injury, property damage, and financial loss, with an insured sum of at least EUR 1.5 million per loss event, which also includes losses from the manufacture and provision of software. The Contractor is obligated to maintain this insurance cover at least until the end of all obligations from this Contract. Upon E.ON's request, the Contractor shall furnish evidence of its compliance with this obligation; lower levels of coverage in an individual case must be agreed in consultation with E.ON.

21. Assignment, Right of retention

- 21.1. With the approval of the Contractor, E.ON is entitled to transfer the contractual rights and obligations to third parties in whole or in part. The Contractor will consent to such transfer, unless the transfer causes a deterioration of the Contractor's economic situation or the rights or obligations are to be transferred to a direct competitor of the Contractor. The Contractor's consent is not required if the third party is either (i) an E.ON SE Group company, or (ii) a company which is expected to supply E.ON or one or more E.ON SE Group companies with Contractual Services, unless such a company is a direct competitor of the Contractor.
- 21.2. Assignments as well as other transfers of rights and obligations of the Contractor are prohibited, unless they fall within the scope of Section 354a of the German Commercial Code (HGB). Exception to this shall require E.ON's prior written consent.
- 21.3. The Contractor may not enforce a right of retention under this contractual relationship, unless the counterclaim is undisputed, determined as ready for decision or determined as legally binding.

22. Term and termination

- 22.1. The term of the Contract and any provisions for regular termination are regulated in the corresponding order.
- 22.2. The right of both parties to terminate for good cause shall remain unaffected. E.ON may terminate the Contract for good cause in particular if an acceptance according to the contract cannot be granted for reasons which the Contractor is responsible, if the Contractor fails to comply with its obligations pursuant to Clause 26 within a reasonable period of time or violates data protection provisions intentionally or through gross negligence, or if the Contractor uses subcontractors without prior approval.
- 22.3. Clause 30 remains unaffected.

23. Duties after termination

- 23.1. In the event of this Contract being terminated, the Contractor shall – unless otherwise requested by E.ON at least in text form –, without undue delay, unsolicited provide E.ON all information, such as files, documents, electronically stored data and documentation, including any copies that the Contractor has received or made on the basis of the Contract, to E.ON or to recipients specified by E.ON, or instead, delete it at E.ON's explicit request. The Contractor will indicate that there is need for coordination if (i) the need for coordination is recognizable to the Contractor, in order to (ii) warrant the continuous service performance. The electronically stored data also includes, in particular, application data, databases and database works, as well as data generated within the scope of data backup and logging. They are correspondingly to be handed over, at E.ON's request, either in a normal market format on electronic data carriers or transferred online.
 - 23.2. Subject to the applicable regulations on data protection, the Contractor may retain the information necessary for the assertion or defense against any claims up to the expiration of the limitation period of those claims. The same shall apply to the information which the Contractor is required to retain on the basis of an applicable statutory obligation for the duration of the relevant retention requirement.
 - 23.3. After release of all of the information referred to in Clause 23.1, or if E.ON has waived the release, and, if applicable, after the expiry of the periods referred to in Clause 23.2 if it possesses copies thereof, delete this information immediately and in accordance with data protection regulations and notify in E.ON in text form of the deletion.
 - 23.4. The Contractor shall also undertake any action which may be taken to enable the continuous provision of the Contractual Services after termination of the contract by E.ON or any third party. This includes, in particular, the obligation to provide its experience, expertise and knowledge relating to the current contractual service provided to E.ON or the third party and otherwise to assist in the transfer of the Contractual Services. In return, E.ON is obligated to pay the Contractor an appropriate remuneration depending on the effort required and in accordance with the latest rules agreed between the parties. If no remuneration has been agreed for the respectively necessary services the appropriate remuneration applies.
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24. Confidentiality

- 24.1. The Contractor shall treat all information furnished to it by E.ON in connection with the Contract as confidential ("**Confidential Information**") without limitation, and shall use the same exclusively for the performance of the contract.
- 24.2. Where the Confidential Information comprises personal data, the provisions of Clause 26 shall prevail.
- 24.3. The Contractor shall grant access to E.ON's confidential information only to such employees and third parties that have been entrusted with the provision of services under this Contract and who have themselves undertaken to maintain the identical level of confidentiality. Upon request, the Contractor must provide evidence to E.ON that this obligation has in fact been imposed.
- 24.4. All information E.ON may provide shall remain the property of E.ON. The same shall also apply to any copies even where they are produced by the Contractor. The Contractor shall have no right to retain the information, copies or electronic media.
- 24.5. The Contractor shall inform E.ON without undue delay in the event of an indication that any of the terms of this Clause 24 have been breached.
- 24.6. The obligations from this Clause 24 are not affected by termination of the Contract.
- 24.7. E.ON may withdraw from the Contract in whole or in part if the Contractor fails to comply with its obligations according to this section "Confidentiality" within a reasonable time limit. Other legal consequences of such breach of duties remain unaffected.

25. Safeguarding Use of Information Free from Discrimination as per Section 6a of the German Energy Industry Act [EnWG]

- 25.1. The Contractor undertakes not to pass on economically sensitive information, nor information providing an economic advantage, which arises from E.ON's sphere of influence, which comes to its knowledge in the course of implementing the order and which could be of commercial interest to energy distribution, trading, production or generation organizations and/or undertakings.

Particularly subject to confidential treatment are:

- addresses and load profile data of connected customers,
- names of supplying distributors,
- information on the readiness of connected customers to change over,
- information on potential new customers' interest in being connected,
- information on measures for extending the grid and creating access to the grid,
- information on inactive house connections,
- information on cost-effectiveness criteria for assessing connections and grid extensions.

- 25.2. The Contractor undertakes to expressly point these obligations out to its employees and place them under a corresponding obligation. The Contractor further undertakes to impose the obligation to comply with section 6a of the German Energy Industry Act [EnWG] upon subcontractors appointed within the framework of its order.
- 25.3. The provisions of the sections 24 and 26 remain unaffected.

26. Data protection, Group-wide procurement

- 26.1. E.ON processes the personal data of the Contractor's employees and other data (together "**Data**") provided by the Contractor in connection with this Contract between E.ON and the Contractor for the purpose of establishing, performing and terminating the contractual relationship. E.ON will transmit the data to other E.ON SE Group companies if and in so far as it is necessary for group-wide procurement purposes. A transmission of the data to other third parties does not take place.
 - 26.2. After termination of the Contract, E.ON will store the data relevant for this contractual relationship for the duration of the statutory retention obligations and delete it after its expiration. The personal data of employees of the Contractor stored by E.ON in accordance with Clause 26.3 is excluded.
 - 26.3. The personal data of the Contractor's employees provided by the Contractor shall be stored in a database and used by E.ON for the purpose of possible further orders between E.ON and the Contractor, until the Contractor or E.ON are no longer interested in any further business relationship. The Contractor will inform E.ON if there is no more interest in any further business relationship with E.ON.
 - 26.4. The Contractor is obliged to inform its employees about the extent to which E.ON and the E.ON SE Group companies process data of the Contractor's employees in accordance with the data protection leaflet accessible at the time of the completion of the respective order at [E.ON Procurement](#). If you yourself are our contractual partner and if you, for example as sole trader, fall under the protective purpose of the data protection law, this information regarding the handling of your personal data applies to you as well.
 - 26.5. If and in so far as in fulfillment of its contractual obligations the Contractor processes personal data to E.ON, which has been disclosed or entrusted by E.ON either
 - for the purpose of processing on behalf of E.ON,
 - for independent processing or
 - due to shared responsibility between the Contractor and E.ON,
-

the provisions of the annex "Data Protection" to the order and of related appendices shall apply.

27. Information security

In order to provide sufficient protection for the confidentiality, integrity, and effective availability of information and resources and methods associated with it, the Contractor undertakes to comply with the requirements, details, and obligations with respect to information security described in the annex "Information Security Requirements & Technical and Organizational Measures for Data Protection" to the order.

28. Audit rights

28.1. The Contractor grants E.ON the right to check at any time upon notice at least 10 working days in advance (at the location of the Contractor's personnel whose support E.ON requires for the audit) during normal business hours and without hindrance whether

28.1.1. the data processing is carried out in accordance with

- data protection regulations,
- the provisions of this Contract as well as
- E.ON's instructions;

28.1.2. the design and operation of the Contractual Services meets the requirements of IT Security,

28.1.3. the design and operation of the Contractual Services meets the requirements of the service-oriented internal control system,

28.2. To this end, the Contractor undertakes to support E.ON to the extent necessary, in particular to

28.2.1. provide the necessary information on a timely basis,

28.2.2. support the audit by providing skilled employees with the appropriate expertise,

28.2.3. perform all necessary actions to this end, and

28.2.4. grant the necessary access rights.

28.3. In particular, E.ON is entitled to

- use audit software and other reporting tools for the audit
- carry out the above audits with the assistance of third parties (in particular those which are entitled to audit E.ON, such as clients of E.ON, auditors and supervisory authorities).

28.4. The documentation of the audit results before the start of and during the performance of the contract shall also be accepted and supported by the Contractor.

28.5. Each party shall bear their own expenses arising from the reviews.

28.6. The Contractor also undertakes to enable E.ON to carry out the aforementioned audits with the subcontractors employed in accordance with Clause 19.

29. Publications, advertising

Publication of the business relationships existing with E.ON requires E.ON's prior written consent. This also applies for the publication of data connected to this contractual relationship with E.ON.

30. Brexit

The Contractor shall bear all costs for the fulfillment of its obligations under this Contract arising from the withdrawal of the United Kingdom from the European Union. This includes in particular those costs that arise to ensure compliance with the law then in force. If these costs, taking into account the provisions of this Contract and E.ON's interest in ensuring compliance with contractual obligations by the Contractor, result in an undue economic disadvantage for the Contractor, and provided that the Contractor provides appropriate proof these costs to E.ON, the parties will endeavor in joint negotiations to come to an amicable agreement on the apportionment of costs. Should the parties not be able to reach an agreement, they have the right to terminate the contract by giving 3 months' notice in accordance with the applicable contractual provisions. Clause 22 remains unaffected.

31. Jurisdiction, Contract language, Applicable law, Holidays, Written form

31.1. The place of jurisdiction is Essen (NRW).

31.2. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

31.3. The contract language depends on the language of the respective order and is either German or English. Accordingly, E.ON's General Terms and Conditions apply exclusively in the respective contract language. Other translations are irrelevant for the interpretation.

31.4. Holidays mentioned in this Contract are exclusively references to national German holidays.



31.5. The written form within the meaning of the Contract is only fulfilled by a privately signed document or by an electronic document signed with advanced electronic signature.