Financial Services Supplemental Terms FSST (v01.2023)

Financial Services Supplemental Terms ("FSST")
to the SAP Procurement General Terms and Conditions
(Previously referred to as SAP CUSTOMERS SUPERVISED BY FINANCIAL AUTHORITIES)

1. General

1.1 Applicability: These Financial Services Supplemental Terms to the SAP Procurement General Terms and Conditions ("**FSST**") apply if the Supplier's Services are incorporated in a service provided to, or are relied upon by SAP in providing a service to, FS-Customers. In such cases, these additional requirements are to be met by the Supplier when providing its Services.

1.2 Rule of Conflict: In the event of a conflict between the provisions of the FSST and other parts of the Agreement, the FSST shall prevail.

1.3 Applicable Regulatory Requirements: This FSST covers the requirements established under applicable laws and regulations, in the jurisdiction where the FS-Customer (as defined in Sec. 1.5) has its seat, specifically governing outsourcing by banks, insurance companies and providers of credit, payment, investment, asset management and/or asset or share trading services ("**Applicable Regulatory Requirements**").

1.4 Competent Authority: An authority that has the legal authority to monitor and enforce the Applicable Regulatory Requirements ("**Competent Authority**").

1.5 FS-Customer: Any legal entity that is (i) directly or indirectly entitled to use SAP services pursuant to a valid agreement with an SAP entity or an SAP partner, and subject to regulatory oversight under the Applicable Regulatory Requirements or

(ii) an SAP partner distributing SAP services to End Users (including any affiliate of such legal entities) (1) that is subject to regulatory oversight under the Applicable Regulatory Requirements and (2) to which SAP or an SAP partner provides services that incorporate or rely upon Supplier's Services.

1.6 Defined Terms: All capitalized terms that are used herein, but not defined, shall have the meanings given to such terms in the SAP Procurement General Terms and Conditions.

2. Compliance with Law and Regulatory Changes

2.1 Compliance with Law and Protection of Data: Supplier will comply with all laws and regulations applicable to it in the performance of its Services. This includes applicable data protection legislation and applicable banking secrecy laws.

2.2 Regulatory Changes: Should the Applicable Regulatory Requirements change or should additions to the Applicable Regulatory Requirements be made in a way that SAP determines requires a change to the FSST, SAP will make amendments to the FSST accordingly.

3. Authority of SAP to Issue Directives

SAP can issue directives to the Supplier in connection with the Services. SAP can especially pass on to the Supplier orders and directives of the relevant Competent Authority issued to the FS-Customer in the form of directives.

4. Availability, Performance & Incident Reporting

Supplier will provide ongoing information and reports regarding availability and performance of the Service as well as regarding Incidents in relation to the Service as provided in the Third Party Security Agreement, section 8.

5. IT Security, Certifications & Reports

5.1 IT Security Standards: Supplier maintains an IT security program which complies with the following standards and attestations, or equivalent standards or attestations that are approved by SAP and at least as protective as the following standards:

- ISO27001;
- ISAE3000-SOC2.

5.2 Penetration Testing: SAP and FS-Customer may conduct penetration tests of the Service and subject to Supplier's prior written approval. SAP and FS-Customer testing shall not harm the Service or include destructive tests such as denial-of-service (DOS) attacks.

5.3 Reporting of Adverse Events: Supplier will promptly inform SAP if it becomes aware of any developments that it reasonably believes will have a material adverse effect on Supplier's ability to perform the Service.

5.4 Certifications and further Reports: Supplier is required to submit to SAP all current and applicable ISO/BS certifications (e.g., ISO27001 and ISO22301), System Organizational Control Reports (e.g., SOC2) or other certifications and attestations when available, and at least annually, depending on the frequency of such audits, when requested by SAP. SAP is entitled to share these certifications/attestations with FS-Customers for whom the Supplier processes information or provides any type of indirect or direct maintenance or support.

6. Handling and Security of Data

6.1 Location of Data: Supplier will provide SAP with the location where Supplier and its FS-Subcontractors store and process SAP and FS-Customer data via the method made available by SAP. Supplier will notify SAP in advance about proposed changes to those locations.

6.2 Segregation of Data: Supplier segregates data of its customers (including SAP's and FS-Customer data) by physical or logical designs.

6.3 Permanent Access to Data: During the term of the Agreement, SAP can access its data and FS-Customer can access its data at any time.

6.4 Deletion of Data: Supplier will delete SAP and FS-Customer data in its possession or under its control promptly after final termination or expiration of the Agreement or after possible post-termination continuation of the Service (e.g.,

according to Section 9.1) and subject to Section 7.6, unless and only to the extent applicable law requires retention.

7. Rights of Access, Information and Audit

7.1 Rights of Examiners: Supplier will cooperate with Competent Authorities and grants SAP, FS-Customer, its internal audit function, its external auditors, the Competent Authorities, and any expert commissioned by a Competent Authority (together "**Examiners**"):

- access to all relevant business premises and relevant information related to the Service (including the full range of relevant devices, systems, networks, information, and data used for providing the Services, related financial information, personnel and the service provider's external auditors); and

- rights of inspection and auditing related to the Agreement to enable them to monitor the Service and to ensure compliance with all applicable regulatory and contractual requirements (together with the previous bullet "**Rights of Access, Information and Audit**").

In case Examiners request access to the agreement between SAP and the Supplier, Supplier will redact the parts containing commercial or any other sensitive information, which is not relevant for the assessment of FS-Customer's compliance.

7.2 Exercise of Rights: SAP and FS-Customer have agreed that the Examiners shall observe the following while exercising the Rights of Access, Information and Audit:

7.2.1 FS-Customer will perform a risk-based assessment whether the individual exercise of Rights of Access, Information and Audit is necessary by considering (i) the certifications, reports and other information already provided by SAP or Supplier, (ii) the results of any previous exercise of Rights of Access, Information and Audit and (iii) the possibility of pooled audits carried out jointly with other FS-Customers.

7.2.2 If, as a result of the risk-based assessment or at a Competent Authority's request, an individual on-site audit is required: FS-Customer will provide Supplier with no less than 60 days' prior written notice before a planned on-site audit. The notification will include the scope of the on-site audit, the duration and the date. In case the Applicable Regulatory Requirements or a Competent Authority requires shorter notice (e.g., urgent request by the Competent Authority) FS-Customer may request an on-site audit on short notice.

7.2.3 On-site audits will take place during regular business hours and in accordance with Supplier's security guidelines to ensure the security, confidentiality, and integrity of data and systems.

7.2.4 FS-Customer will, so far as is reasonably practicable and unless the Applicable Regulatory Requirements require otherwise, exercise the right of audit on a consolidated basis in accordance with the provision of Section 7.

7.2.5 The Rights of Access, Information and Audit will be exercised without unreasonable or unnecessary interference with or endangering of the security and integrity of Supplier's business and may not compromise the intellectual property rights of Supplier.

7.2.6 If the exercise of Rights of Access, Information and Audit, after a careful assessment by Supplier, may affect the environment of another customer, the availability and/or confidentiality of data or rights of third parties, Supplier may interrupt any problematic parts of such exercise. In this case, Supplier will agree without undue delay with the Examiners on appropriate measures and/or alternatives regarding the exercise of Rights of Access, Information and Audit.

7.3 Audits at FS Subcontractors: The stipulations of Section 7 also apply to Examiners' exercise of Rights of Access, Information and Audit vis-à-vis a FS Subcontractor.

7.4 Acknowledgment of Powers: Supplier acknowledges that Section 7 does not limit Competent Authorities' information gathering and investigatory powers.

7.5 Costs: SAP bears the cost of Supplier's efforts and expenses arising in connection with the exercise of Rights of Access, Information and Audit. Supplier will charge efforts on a time and material basis (pursuant to their then valid pricelist) and expenses as accrued. Upon request, Supplier will provide SAP with an estimate of such efforts and expenses. SAP's payment for such costs and expenses shall not exceed any amounts that SAP receives from the relevant FS-Customer for the exercise of the Rights of Access, Information and Audit.

7.6 Survival: Notwithstanding anything to the contrary the Rights of Access, Information and Audit exist after the termination of an Order for a period of at least five (5) years, beginning at the end of the FS-Customer's financial year in which all services under the contract have ended; relevant records must remain available for just as long, without regard to any other statutory retention periods, unless the Supplier has surrendered these records to SAP or the FS-Customer on termination of the contract.

8. Sub-Outsourcing

8.1 Sub-Outsourcing: Supplier may, in accordance with the terms regarding Subcontractors in the Agreement, sub-outsource to a third party certain parts of the functions outsourced by FS-Customer to SAP and sub-outsourced by SAP to Supplier. A third-party providing services to Supplier will be considered an "**FS Subcontractor**" under this FSST if a service outage and/or unavailability of the sub-outsourced service provided by the third-party would adversely impact Supplier's ability to provide the Service to SAP.

8.2 List of FS Subcontractors: Supplier will provide SAP with a list of FS Subcontractors deployed by Supplier, including the name of the FS Subcontractor, a description of the services provided, and the location of the storage and processing of data. The list will be provided by Supplier via the SAP Third Party Risk Management system, or other electronic means identified by SAP ("**List of FS Subcontractors**"). Supplier agrees that SAP can disclose the List of FS Subcontractors (including any updates per Section 8.3) to the FS-Customers and make such list available to its customers in the SAP Portal or similar customer-facing portal.

8.3 Updates to the List of FS Subcontractors: Supplier will update the List of FS Subcontractors and notify SAP at least 120 days prior to any planned new sub-outsourcing or material changes to a current sub-outsourcing. If SAP objects to any new or materially changed sub-outsourcing during this period Supplier must ensure that the FS Subcontractor is not used for the provision of the Services. If Supplier is not able to accommodate this objection, SAP may (without prejudice to any

termination rights under the Agreement) terminate the Agreement or any applicable Order, at its discretion.

8.4 Oversight over FS Subcontractor: Supplier will choose and oversee FS Subcontractors, will exercise due diligence when doing so and will always remain responsible for the provision of Service under the Agreement. Supplier will conclude a written agreement with each FS Subcontractor, requiring the FS Subcontractor to comply with all applicable laws (including regulatory requirements) and to implement contractual obligations, including rights of access and audit, as set forth in this FSST. The Supplier will submit to SAP the contract with the FS Subcontractor upon request. The Supplier can redact the commercial agreements with the FS Subcontractor prior to providing the contract to SAP. SAP can disclose the contract with the FS Subcontractor to the FS-Customer.

8.5 Representative for Supplier and non-EU FS Subcontractors: Supplier acknowledges that SAP will act as its representative for receiving and forwarding notifications from the Competent Authorities if the Applicable Regulatory Requirements applicable to FS-Customer require so. Supplier will name an EU-based representative for non-EU FS Subcontractors for receiving and forwarding notifications from the Competent Authorities if the Applicable Regulatory Requirements applicable to FS-Customer require so. SAP may act as a representative for non-EU FS Subcontractors for receiving and forwarding notifications from the Competent Authorities in the event the Supplier fails to name a representative. Notifications served to SAP as representative will be deemed to be served to Supplier or the relevant FS Subcontractor.

9. Post-Termination Support

9.1 Continuation of Service: Upon termination of the Agreement and at SAP's request, Supplier will continue to provide the Service until it has been assured that the SAP services will continue to be provided by SAP to the FS-Customer in the previous or, if applicable, modified form. SAP will remunerate Supplier for the continued provision of the Services in accordance with the remuneration agreed in the Agreement. During any continued provision of the Service, the terms of the Agreement shall continue to apply as if the Agreement was still in force.

9.2 Migration Support: At SAP's request, Supplier will support FS-Customer in its migration to a new provider (e.g., consulting or data transfer services). SAP will remunerate Supplier for the migration support in accordance with Supplier's then-current standard consulting rates.

10. Business Continuity Management

Supplier will, in accordance with the Agreement, maintain, monitor, document and test appropriate measures for business disruptions that ensure the timely availability of alternative solutions for the purpose of continuing the provision of Services and to return to the normal operation (Business Continuity Management).

11. Confidentiality

Unless otherwise specified herein, any information, responses and documentation obtained by Supplier in connection with this FSST will be treated as Confidential Information under the Agreement.

12. Co-Location Services

Section 5.4 ("Penetration Testing"), 7.6 ("Survival") and 9 ("Post-Termination Support") – and any references to these sections -do not apply to the extent that Supplier is providing Co-Location Services only. The Supplier agrees that the Competent Authority having jurisdiction over the FS-Customer has a right of entry to its business premises for the purpose of exercising the right to information, and the right to examine persons exercising internal audit functions at the Supplier or engaged in external audits required by law or ordered under supervisory law. Supplier must release those persons from their duty to maintain confidentiality with regard to the Competent Authorities. The Supplier further agrees that SAP may accompany the Competent Authority exercising a right of entry to Supplier's business premises, at SAP's discretion.

13. Miscellaneous

The Supplier is committed to working with SAP in good faith throughout the term of the Agreement/Order to address the impact of changes in law or regulation in these FSST. Except as specifically set forth in these FSST all terms and provisions of the Agreement shall continue in full force and effect.