

INSTITUTIONS SUPERVISED BY FINANCIAL AUTHORITIES

(also referred to as SAP CUSTOMERS SUPERVISED BY FINANCIAL AUTHORITIES)

1. APPLICABILITY

- 1.1. These Supplemental Terms to the SAP Procurement General Terms and Conditions as posted on the SAP Supplier Portal only apply to Suppliers who are providing Services which are SAP customer facing. In case the SAP Customer or Partner is a credit or other regulated financial institution supervised by financial authorities (hereinafter referred to as "Institution"), these additional requirements are to be met by the Supplier when providing its Services. "SAP Customer or Partner" means 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, or (ii) an SAP partner distributing SAP Services to End Users.
- 1.2. **Co-Location Services.** Section 2.2 ("examination rights after termination of the Order"), 3 ("Authority of SAP to Issue Directives"), 5 ("Information about Developments") and 6 ("Exit Management") – and any references to these sections - do not apply, however, to the extent that Supplier is providing Co-Location Services only. If the Supplier is providing Co-Location Services, Section 2.1 is amended as follows: "In case the Auditor requests access to the agreement between SAP and the Supplier, Supplier will black the parts containing commercial or any other sensitive information, which is not relevant for the assessment of Institution's compliance. The Supplier agrees that the Auditor accompanied by SAP." Further, Section 4.1 is amended by insertion of a second sentence: "For third parties, which materially affect the ability of the Supplier to meet its responsibilities under the Agreement to provide the relevant services to SAP and/ or an Institution, including but not limited to Security Personnel, the following will apply:"

2. RIGHTS TO INFORMATION AND EXAMINATION

- 2.1. Supplier agrees that the supervisory authorities having jurisdiction over the Institution ("Auditor") may audit Supplier's compliance with supervisory law as well as the individual requirements of the competent supervisory authority in connection with the services. The Auditor shall have a comprehensive and unhindered right to inspect and examine at any time which includes preparing copies of relevant records. The Auditor shall receive access to all documents, data media and systems at the Supplier to the extent they relate to the services provided by Supplier. The Supplier agrees that the Auditor 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 must be released from their duty to remain confidentiality with regard to the supervisory authorities that have jurisdiction over the Institution involved in the outsourcing.
- 2.2. The examination rights exist after the termination of the Order for a period of at least five (5) years, beginning at the end of the Institution'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 Institution on termination of the contract.
- 2.3. Each Party bears its own costs incurred under this clause.
- 2.4. Clauses 2.1 to 2.3 apply accordingly for SAP, its internal audit department and examiners who are working at SAP on the basis of statutory provisions as well as the Institution.

3. AUTHORITY OF SAP TO ISSUE DIRECTIVES

- 3.1. 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 supervisory authorities issued to the Institution in the form of directives.
- 3.2. Directives should be issued in text form. The Supplier will confirm to SAP the directive in writing upon request.
- 3.3. If SAP issues an oral directive in a specific case, SAP must confirm the directive in text form without undue delay.

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- 3.4. If adjustments to the Services or the type and manner of performance of the services become necessary due to directives, the Supplier may demand compensation in accordance with the provision on compensation in the Agreement. The Supplier must implement the directive in a cost-efficient manner as possible.

4. USE OF THIRD PARTIES

- 4.1. The Supplier may involve third parties in the performance of the Services only after prior written consent of SAP; this reservation for consent also extends to the scope and modalities of the services as well as the content of the contract with the third party. The Supplier will conclude contractual agreements which are consistent with the provisions in this Agreement. The contract with the third party will in particular provide that rights of information, inspection and examination existing under Clause 2 can be exercised directly against the third party.
- 4.2. The Supplier will submit to SAP the contract with the third party upon request. The Supplier can redact the commercial agreements with the third party prior to handing the contract over to SAP. SAP can disclose the contract with the third party to the Institution.

5. INFORMATION ABOUT DEVELOPMENTS

The Supplier conducts regular internal monitoring and will issue reports about this to SAP. The Supplier will inform SAP without undue delay about internal or external developments which could have an adverse effect on the proper performance of the further outsourced activities and processes.

6. EXIT MANAGEMENT – CONTINUATION AND SUPPORT SERVICES

- 6.1. SAP is entitled to demand from the Supplier to provide the services also after the effective date of termination. This applies until it has been assured that the services will continue to be provided by SAP to the customer in the previous or, if applicable, modified form. The compensation for these services under this clause will be in accordance with the provisions on compensation in the Agreement.
- 6.2. Upon request of SAP, the Supplier will provide the support for a successful migration of the services under the Agreement to the systems of SAP, the Institution or a successor supplier. The parties will enter into a separate agreement about these support services and the compensation for them. If the parties cannot agree on the compensation, the Supplier can demand compensation in accordance with the provisions on compensation in the Order.

7. TERM AND TERMINATION

SAP shall be entitled to terminate immediately upon notice to Supplier any relevant service in whole or in part, if (i) a supervisory authority having jurisdiction over the Institution demands the termination of the cooperation with the Supplier; (ii) the Supplier breaches its duties under Clause 3 “Authority of SAP to issue directives” or Clause 4 “Use of third parties”. If the Order expires or is terminated, this Annex shall be coterminous. If, however, the parties replace the original Services Agreement with any new services agreement for the same scope of services, this Annex shall survive for the term of such new agreement(s).

8. 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 Supplemental Terms. Except as specifically set forth in these Supplemental Terms all terms and provisions of the Agreement shall continue in full force and effect. In the event of inconsistencies between these Supplemental Terms and the Agreement / Order, the provisions of these Supplemental Terms shall prevail.