

SWISS RE GENERAL TERMS & CONDITIONS

These Swiss Re General Terms & Conditions (*GTC*) shall apply to all purchase orders which reference these terms and govern the business relationship between the Swiss Re Contracting Entity (*Swiss Re*) and provider of goods and services (*Provider*), unless specified otherwise in the Purchase Order ("Order"). Swiss Re and Provider shall be hereinafter also referred to individually as "*Party*" and collectively as "*Parties*."

Contracting Entity: The Swiss Re legal entity contracting with Provider is stated in the Order.

These GTC along with the purchase order to which it relates (*Order*), contain all the terms and conditions of the Parties' agreement concerning the goods, materials or products (*Goods*) or services (*Services*) (*Agreement*). In the event of any conflict, inconsistency or ambiguity, the terms if any in the Order shall prevail over these GTC. The general terms of Provider are not applicable.

1. Fees: Fees for Goods/Services shall be as specified in the applicable Order and Provider shall not increase pricing or fees for Goods/Services under any given Order unless the terms of the Order expressly allow such changes.

2. Invoicing and Payment: Provider shall invoice Swiss Re monthly, unless otherwise expressly specified in the applicable Order. Charges shall be payable within forty-five (45) days of receipt of a correct invoice.

3. Incidental Expenses: Travel and living expenses shall not be paid to Provider and costs for material and disposal are included in the prices unless specified in the Order.

4. Taxes: The fees do not include goods and services tax (GST) or any similar tax. Where appropriate, any applicable taxes will be added to the invoice or in accordance with local tax requirements.

5. Compensation: Provider acknowledges that it and its employees are independent contractors and not employees of Swiss Re. Provider's employees providing Goods/Services to Swiss Re shall not be entitled to participate in or receive benefits under any Provider programs maintained for its employees, including, without limitation, life, medical and disability benefits, pension, profit sharing or other retirement plans, or other fringe benefits.

6. Delay: In the event of default by the Provider, the Provider shall pay Swiss Re, as liquidated damages, 0.05 % of the purchase price of the Goods/Services affected by the default for each completed calendar day Provider is in default or for each completed calendar day Provider is in default with provision of Services. The liquidated damages shall be payable even if the items due are accepted by Swiss Re without any reservation. The payment of such liquidated damages shall not release Provider from complying with its contractual obligations.

7. Warranty: Provider further represents and warrants that the Goods will conform to the agreed specifications for a period of 24 months following acceptance of the Goods. Provider shall act on any deviations, faults or defects promptly upon notification and shall remedy them with the shortest possible delay; these services and works are provided free of charge. If such deviations, faults and/or defects cannot be remedied within a reasonable period of time set by Swiss Re, Swiss Re shall be entitled either to rescind from the Order or to claim a proportionate reduction of the fees. All other Statutory and Legal rights are reserved.

8. Remedies; Limitation of Liability: In order to receive the warranty remedies provided by law, Swiss Re must report deficiencies in the Goods/Services or in the delivery of work results to Provider in writing within ninety (90) days of when first discovered by Swiss Re. If any deliverable or work results provided by Provider do not conform to the specifications contained in the Order, Provider agrees

to redeliver or correct the Goods/Services and reimburse Swiss Re for any damages incurred or suffered by Swiss Re as a result of the Provider's failure to perform its obligations under this Agreement or arising out of the tortious acts and/or omissions (including negligence), or breach or non-performance of statutory duty.

Swiss Re's liability under the Agreement shall in no event exceed the value of the applicable Order. This limit shall apply however, liability arises, including, without limitation, by way of indemnity, by breach of contract, by tortious act or omission, or by breach of statutory duty.

9. Insurance: Provider shall provide sufficient professional indemnity insurance coverage during the entire term of the Agreement. Upon Swiss Re's request, Provider shall provide Swiss Re with a certificate of insurance completed by its insurance carrier certifying that minimum insurance coverage as required are in effect.

10. Confidentiality: Provider undertakes, both during the term of this Agreement and thereafter, to hold Swiss Re's information at all times in confidence. All materials associated with the performance of the activities, irrespective of type and origin, as well as all business secrets, operating methods and figures, drawings, sketches, pictures of other documentation with which Provider or its employees come into contact during the performance of goods/services shall be treated in the strictest confidence. Such materials may not be published, disseminated nor copied nor made accessible to third parties nor be put to any use other than the one for which they were originally intended. All materials that have been borrowed or drawn up by Swiss Re for Provider are to be destroyed or returned immediately to Swiss Re at the end of the term of this Agreement. It is the Provider's duty to ensure that its employees are informed accordingly and that they are also bound by at least equivalent confidentiality obligations.

11. Business Records and Audit: Provider shall keep complete and accurate books and records relating to the provision of goods/services for Swiss Re, and store the relevant documents for inspection. Upon request, Provider provides Swiss Re with all information necessary for Swiss Re or its affiliates in order to meet its regulatory reporting requirements in due time.

12. Compliance with Swiss Re Policies

12.1 Provider and its employees, agents, representatives and Subcontractors shall at all times maintain high ethical standards and avoid conflicts of interest during the provision of any Services for Swiss Re. In conjunction with its performance of the Services, Provider and its employees, officers, agents and representatives shall comply with, and cause its subcontractors and their respective employees, officers, agents and representatives to comply with, all applicable laws, statutes, regulations and other requirements prohibiting data protection breaches, bribery, corruption, kick-backs or similar unethical practices. Swiss Re, its Affiliates and other beneficiaries under this Agreement, if any, (each a "Recipient") shall neither be obliged to accept the Goods/Services from Provider nor to make any payments to Provider under this Agreement to the extent that any such Goods/Services or payments expose Recipient to any sanctions, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of any jurisdiction applicable to Recipient.

Provider agrees at all times to comply with Swiss Re policies and procedures furnished by Swiss Re, and such similar policies and procedures as may from time to time be adopted by Swiss Re and furnished to Provider by Swiss Re. Provider will require all its employees and subcontractors performing work hereunder to become familiar with and abide by all such policies and procedures and agrees to promptly report possible violations of such policies and procedures to Swiss Re.

12.2 IT Security Guidelines: If any computing hardware (laptop, etc.) is made available to Provider by Swiss Re, Provider will handle such devices with greatest care and ensure appropriate precautions against loss or damage. Provider will report any damage or loss of any kind to Swiss Re immediately upon noticing it. Swiss Re retains the sole ownership of such devices, Provider is not authorized to sell, lease or make available such devices to any party not mentioned in this Agreement.

Provider shall protect Swiss Re data stored or processed on laptop computers or other portable devices or media (such as PDAs, memory sticks and DVDs) by effective encryption. The Provider shall, to the extent technically feasible, encrypt all Swiss Re data that will travel across public networks, and shall encrypt all Swiss Re data to be transmitted wirelessly. Should the Provider fail to abide by these provisions, with the result that Swiss Re is held liable for costs or penalties, those costs or penalties shall be borne by Provider.

12.3 Indemnification: Provider hereby agrees to defend, indemnify and hold harmless Swiss Re and its affiliates, successors, assigns and licensees from and against any and all claims and actions, damages, losses, costs and expenses (including fines and legal fees) which may be obtained against, imposed upon or suffered by them by reason of (a) Provider's breach of any representation, warranty or other provision of this Agreement, or (b) any infringement of third party intellectual property rights related to the work product developed by Provider under this Agreement. The right to claim further loss or damages shall be reserved. No limitation of liability shall apply in respect of the indemnification obligations.

13. Intellectual property, Licenses, Permits and other prerequisites:

13.1 Provider assigns to Swiss Re all intellectual property rights, including but not limited to copyrights and industrial property rights: (a) and the ownership and title to the Work Products, which have been developed during the Provider's provision of Services for Swiss Re or where Provider has been involved in the development; (b) owned by the Provider in Goods/Services provided to Swiss Re; and (c) the Provider has obtained from third party(/ies) owning any intellectual property rights in Goods/Services provided to Swiss Re by the Provider.

This provision operates without the need for any additional agreements. In any event, Swiss Re (including Swiss Re Affiliates and any third parties acting on Swiss Re's behalf) shall have the unlimited worldwide right to use (including future and yet unknown uses), publish, reproduce, distribute, make available, modify and transfer the work product or any part thereof for its own purposes or purposes of others. If the foregoing assignment is ineffective as to all or any part thereof, Provider hereby waives any rights it may have, irrevocably and for all time, to exercise such rights and consents to the exercise of these rights by Swiss Re or any third party acting on its behalf.

13.2 Provider represents and warrants that its provision of Goods/Services hereunder will be in accordance with all applicable laws, regulations, codes and standards of government agencies and authorities having jurisdiction over the Provider, and that the Provider owns or has obtained from relevant third parties owning all necessary intellectual property rights, licenses, authorisations, and permits to perform its obligations under the Order and the GTC.

14. Use of Swiss Re's name/logo: No acknowledgment, customer reference or other information concerning this Agreement and the Goods/Services provided hereunder will be made public without the prior written consent of Swiss Re. The Provider shall not use or refer to Swiss Re or its affiliates' name, logo or other identifying characteristics in any public communication without Swiss Re's prior written consent.

15. Waiver: The waiver by either Party of any default or breach of this Agreement shall not constitute a waiver of any other or subsequent default or breach.

16. Assignment: Neither this Agreement nor any rights, claims or obligations hereunder shall be transferred, assigned or subcontracted

by Provider without the prior written consent of Swiss Re. Swiss Re may assign and transfer this Agreement to its affiliates.

17. Subcontractors: Provider shall not sub-contract, delegate or otherwise arrange for another party or person to provide any part of the Services without Swiss Re's prior written consent. In any event, Provider remains responsible for the performance of any of its sub-contractors and is liable to Swiss Re for the acts, omissions, defaults and negligence of each of its sub-contractors, or any of their personnel, as if they were the acts, defaults or negligence of the Provider.

18. Compliance with Laws: Provider warrants that its Goods/Services hereunder will be performed in strict accordance with all applicable law, regulations, codes and standards of government agencies or authorities having jurisdiction.

19. Governing Law; Place of jurisdiction: This Agreement shall be governed and interpreted in accordance with the laws of the Republic of India without regard to conflict of law principles. Each party irrevocably agrees that the Courts in India shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

20. Anti-Bribery and Corruption: Provider and Swiss Re will not pay any salaries, commissions, charges and/or make any payments and/or rebates to any employee of the other Party, and/or to any designee of such employee, and/or favor any employee of the other Party, and/or any designee of such employee, with gifts or entertainments of significant cost and/or value and in excess of what is customary, or with services and/or goods sold at less than full market value. Provider and Swiss Re agree that the obligation under this clause will also be binding on subcontractors.

21. Entire Agreement: The Agreement shall constitute the complete agreement between the Parties and supersedes all previous agreements or representations, written or oral, with respect to the goods/services and may not be modified or amended except in writing signed by a duly authorised representative of each Party.

22. Rights of Third Parties: Save in relation to the Swiss Re Affiliates, no one other than a party to the Agreement shall have any right to enforce any of its terms.

23. Data Protection: Provider agrees to comply with all applicable domestic and international laws and implementing regulations related to the security and privacy of Personal Data as may be amended from time to time, to the extent that each such party is directly regulated by any such Privacy Laws and to the extent that it knows or has been advised that, as a result of the Agreement, its activities are subject to any such Privacy Laws.

24. Contract Terms for Cross-Border Delivery of Goods: Subject to the Incoterm agreed between the Parties, where goods will be ordered by Swiss Re and delivered internationally, the Provider is required to ensure that all documents related to the export and import of goods are issued in strict accordance with the latest applicable laws, regulations, codes and standards of governmental authorities related to customs and taxes.

These GTC shall become effective from January 14, 2025.

