General Conditions of Contract for services in the fields of legal advice, representation in legal proceedings and comparable services

1. Scope

1.1 These General Conditions of Contract shall apply between Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München (hereinafter referred to as "**Munich Re**") and its contractors ("Contractors") in respect of the Contractor's services in the fields of legal advice and representation at official and court proceedings and comparable services, provided the applicability of these General Conditions of Contract has been expressly agreed between Munich Re and the Contractor in a separate contract document. Likewise, companies affiliated to Munich Re in accordance with Section 15 of the German Stock Companies Act ("Aktiengesetz") may agree the application of these General Conditions of Contract with the Contractor.

1.2 The contractual relationship between Munich Re and the Contractor shall be governed solely by the separate contract document in accordance with Item 2.2. and these General Conditions of Contract and any other documents incorporated in the contractual relationship via the separate contract document. These General Conditions of Contract shall also apply if Munich Re executes the contract in the knowledge of conditions laid down by the Contractor that contradict or deviate from these Conditions of Contract. Munich Re shall not be bound by the Contractor's general terms and conditions unless this has been expressly agreed in writing between Munich Re and the Contractor.

2. Contract conclusion, scope and performance of the Contractor's services

2.1 Offers made by the Contractor are binding. The period for acceptance of an offer by Munich Re shall be 20 calendar days following receipt of the offer.

2.2 Details of the supplies and services to be rendered by the Contractor shall be laid down in a separate contract document. The provisions of such document shall take precedence over the provisions of these General Conditions of Contract.

2.3 The Contractor shall perform the services designated in the separate contract document. The Contractor shall also be obliged to document the sequence and results of its work in written form understandable to qualified third parties and shall pass the documentation to Munich Re.

2.4 The Contractor shall render the contractual services as regards quality and responsibility in accordance with the highest professional standards and handle cases as instructed.

2.5 If an existing or potential conflict of interest can be identified, Munich Re shall, where legally permissible, be immediately informed thereof. Munich Re shall, for its part, fairly investigate any potential conflict of interest and shall be prepared to grant corresponding waivers provided its own interests and its relations with the Contractor are not thereby impaired.

2.6 The Contractor may enlist the services of qualified third parties to fulfil its contractual duties only if it has obtained Munich Re's prior written consent. The Contractor shall conclude the corresponding third-party agreements on its own behalf and for its own account. Munich Re may require proof of the third party's qualifications. Munich Re shall be entitled to withdraw its consent if there is an objective reason for doing so.

2.7 Munich Re may require that the Contractor's services be performed by specific qualified partners or members of the Contractor's staff. Munich Re may require the replacement of a partner or member of the Contractor's staff at any time provided it is able to give an objective reason for doing so. In

particular, repeated complaints about the partner or member of the Contractor's staff shall be deemed an objective reason.

The Contractor shall only be entitled to replace a partner or staff member without Munich Re's consent if such partner or staff member is prevented from performing the contractual duties for reasons beyond the Contractor's control, and completion of the contract on time is thereby jeopardised.

In each case, replacement shall only be permitted by a partner or member of staff with equal qualifications. The Contractor shall notify Munich Re of any partner or staff replacements in writing in due time and present the new partner or staff member intended for the assignment to Munich Re. Munich Re shall be entitled to refuse partners or staff if there is an objective reason for doing so.

2.8 A member of Munich Re's staff shall contact the Contractor in order to select a lawyer from the firm who will be primarily responsible for handling that particular case ("Responsible Lawyer"). Unless otherwise agreed, such member of staff shall be the primary contact person of the Responsible Lawyer.

2.9 Responsibility for the assignment resides with the Responsible Lawyer who ensures any duplication of work is avoided. Transfer or delegation of such responsibility shall be subject to Munich Re's prior consent.

2.10 The work shall be carried out as cost-effectively as possible. Where feasible given the extremely high quality of the legal services required by Munich Re, tasks shall be delegated to team members on a lower hourly rate, provided they have the relevant knowledge and experience, unless otherwise agreed with the primary contact person.

2.11 Non-legal tasks such as typing, copying, printing, faxing, stapling, sorting, filing, delivering files to court or to the other party and arranging appointments shall be performed by secretarial staff, clerical staff and/or couriers. Munich Re shall not pay fees invoiced to it in respect of such administrative and/or clerical work.

2.12 Munich Re shall endeavour to give the Contractor the support it needs to render the services due, in particular by promptly providing any information and documents required.

2.13 Munich Re gives no guarantee as to the accuracy or completeness of any documents or information it provides. The Contractor shall immediately advise Munich Re of any discrepancies in the information and facts so communicated, particularly in any numerical data.

2.14 Munich Re shall be entitled to request amendments to the services at any time. The Contractor shall implement such amendments promptly, subject to appropriate conditions. The Contractor may refuse only if such an amendment would be unreasonable. In that event, the Contractor shall immediately advise Munich Re of this in writing, stating its reasons.

Where amendments required or instructions given by Munich Re or other circumstances within Munich Re's control affect the terms and conditions of the contract, and in particular where they result in increased work, the Contractor shall inform Munich Re thereof immediately in writing. The parties to the contract shall then agree on an appropriate adjustment to the remuneration and the completion dates. The Contractor shall not be entitled to an increase in the remuneration and/or adjustment to the completion dates unless immediate notice is given.

2.15 Insofar as the Contractor renders the services on Munich Re's premises, it must comply with the safety and accident-prevention regulations applicable to such premises. The Contractor shall acquaint itself with the current safety and accident-prevention regulations before providing its services at Munich Re.

3. Remuneration, expenses and invoicing

3.1 The Contractor shall receive the remuneration agreed with Munich Re for its services including any expenses (except travel expenses).

3.2 Appropriate travel expenses shall be refunded to the Contractor in accordance with the current version of Munich Re's travel expenses guidelines for external service providers.

3.3 All fees and costs to be reimbursed by Munich Re are understood to be subject to German value added tax at the rate specified by law. In the event of a contractual relationship with a foreign contractor, German value added tax shall be paid by Munich Re to the German tax authorities using the reverse-charge procedure, by which value added tax is not paid to the Contractor, invoicing being net.

3.4 Every invoice is deemed to be confirmation on the part of the Contractor and Responsible Lawyer that the legal services and expenses itemised in it have actually been rendered and/or accrued in an amount appropriate to the situation. Munich Re expects each of the Contractor's invoices to be checked by the Responsible Lawyer, who will be available to deal with any enquiries that may arise in connection with the invoice. Time the Responsible Lawyer spends checking invoices and answering questions in this regard shall not be invoiced.

3.5 Each invoice shall show the date on which the service was rendered, type of service rendered, name of the lawyer who rendered the service, time spent on each individual service and costs. The time each lawyer spends on the individual services shall be listed chronologically. A schedule of the total costs of the services rendered shall be attached to the invoice indicating the name and function of the provider, the time spent in hours and the hourly rate as well as a detailed breakdown of the costs to be reimbursed. Fees shall be invoiced in units of one tenth of an hour rounded up or down to the nearest tenth. Different activities such as telephone calls, checking, discussions, etc. shall not be summarised as one time item and invoiced "en bloc" even if they are linked in terms of subject matter.

3.6 Invoices shall be submitted monthly unless a different invoicing period has been agreed. Subject to the provisions of Item 3.7, invoices shall be payable within 30 calendar days of receipt.

3.7 However, payment shall be due within 30 calendar days only if the relevant costs have been duly and properly invoiced. Should an invoice submitted by the Contractor include items that are the subject of disagreement or that are not sufficiently detailed, Munich Re shall be entitled to withhold payment in respect of the items subject to disagreement until the disagreement has been definitively resolved. The Contractor shall have no rights of retention or right to withhold performance as a result of Munich Re not making payment in respect of items on an invoice subject to disagreement.

3.8 If the Contractor represents Munich Re in various matters, these shall be invoiced separately.

3.9 Where milestones have been agreed in the contract, the Contractor shall invoice its services in accordance with progress made on the project, once the agreed milestones have been reached and accepted. Should there be no provision for milestones, the remuneration may be invoiced in each case only following acceptance or, if the service is not subject to acceptance, due and complete performance. Accounts for services performed by third parties and expenses incurred shall be rendered together with the remuneration, and separately itemised in the invoices, the corresponding receipts being attached to the invoices.

3.10 The Contractor shall invoice down payments only if this has been expressly agreed in writing. Down payments shall always be made subject to acceptance and/or proof of due and complete performance by the Contractor.

3.11 Payments made by Munich Re to the Contractor shall not imply an acknowledgement that the service rendered by the Contractor is in accordance with the contract.

4. Rights granted in respect of deliverables produced for Munich Re

4.1 The Contractor grants Munich Re irrevocably, as and when arising, an exclusive licence to use or permit the use of services and deliverables provided by the Contractor under the contract, in particular expert opinions as well as pleadings, documentation, reports, organisation and project plans, drafts, drawings, schedules and calculations as well as databases and database rights prepared for Munich Re – the above objects hereafter being collectively referred to as “Deliverables” – in all their respective intermediate and final stages, with no restrictions as to place, time or purpose, in adapted and transformed form also, for all types of use including types of use not known at the time the contract is concluded.

4.2 For this purpose, the Contractor transfers to Munich Re, as and when arising, the exclusive licence to use the Deliverables, with no restrictions as to purpose, place, and time. This includes in particular

- the right to alter, translate, edit or otherwise transform the Deliverables;
- the right to store, reproduce, exhibit, publish, distribute in tangible or intangible form, in particular communicate publicly or non-publicly, including through image, sound or other information carriers, the Deliverables in the original or in altered, translated, edited or restructured form on any known medium or in any other manner;
- the right to use the Deliverables in databases, data networks and online services, including the right, in adapted form also, to make such Deliverables available to the public and to transmit them after retrieval,
- the right to use or permit third parties to use the Deliverables, including in edited form, on computers or other data-processing machines,
- the right to use the Deliverables not only for its own purposes but also to use them to render services of any kind to third parties.

4.3 Munich Re shall not be bound to exercise the above licence.

4.4 Munich Re shall be entitled to assign the rights referred to in the above paragraphs in part or in full, temporarily or permanently, to companies affiliated to it in accordance with Section 15 of the German Stock Companies Act ("Aktiengesetz") or to grant a corresponding licence to others temporarily or permanently without the need to obtain the Contractor's further consent. Munich Re is in particular also entitled, without obtaining the Contractor’s further consent, to register intellectual property rights (namely trademarks, working titles and databases) in its name and for its exclusive right of disposal with no restrictions as to purpose, time or place.

4.5 The Contractor's prior consent shall be required for publication of the Deliverables in tangible or intangible form, with reference to or naming of the Contractor, in sales prospectuses, promotional material, websites or other such documents or media, or for the passing on of Deliverables to third parties not affiliated with Munich Re in accordance with Section 15 of the German Stock Companies Act ("Aktiengesetz"), with reference to or naming of the Contractor.

5. Rights in respect of existing materials

5.1 In respect of other materials, records and documents supplied and/or incorporated in the Deliverables within the meaning of Item 4.1 that existed prior to conclusion of the contract and were not specifically produced for Munich Re (hereafter collectively referred to as Existing Materials) as of the supply and/or incorporation of such Existing Materials in a Deliverable, the Contractor grants Munich Re a non-exclusive irrevocable licence and in

accordance with Item 4.5 transferable to third parties temporarily or permanently in all their respective intermediate and final stages with no restrictions as to time, place or purpose. Moreover, Items 4.1 to 4.4 shall apply mutatis mutandis.

5.2 If Existing Materials constitute only the design framework for Deliverables individually produced by the Contractor (e.g. if a document template generally used by the Contractor is used to produce an individual concept or report), then a combined work of this kind as a whole shall constitute a Deliverable within the meaning of Items 4.1 to 4.5 to which the provisions of said items shall apply directly and without restriction.

5.3 Existing Materials used shall be itemised in the separate contract document.

5.4 The companies affiliated to Munich Re in accordance with Article 15 of the German Stock Companies Act ("Aktiengesetz") shall also be entitled to use in the same way.

6. Databases

Notwithstanding the above provisions, in accordance with Section 87a of the German Copyright Act ("Urheberrechtsgesetz") Munich Re is deemed to be the producer of any databases produced by the Contractor for Munich Re.

7. Ownership

Ownership of all the embodied Deliverables produced for Munich Re shall pass unconditionally to Munich Re as and when they arise. Such objects shall be released to Munich Re on request at any time. With regard to Deliverables and documents stored on electronic data storage media, this right of ownership shall also apply to data media delivered to Munich Re. The Contractor and Munich Re shall agree in each case on the form in which the electronically stored Deliverables and documents shall be delivered to Munich Re.

8. Guarantees, defects in title

8.1 The Contractor warrants that it is the owner of all licences to use and/or exploit transferred and/or granted in accordance with Items 4 to 7 above. It guarantees that it is entitled to transfer such rights to Munich Re in the manner and to the extent described above. It further guarantees that the Deliverables are unencumbered by third-party property rights and any other rights that might hinder or preclude use in accordance with the contract.

8.2 In particular, the Contractor shall ensure by means of corresponding agreements with its employees, free-lancers and any other persons employed by it in the performance of its obligations that the contractual use is not impaired by any copyrights or other rights of such employees, freelancers and other persons so employed and that it is entitled to transfer any such third-party rights to Munich Re in the manner and to the extent described above.

8.3 If a third party makes a claim against Munich Re on the grounds of alleged breaches of copyright or other intellectual property rights, the Contractor undertakes to indemnify Munich Re in respect of such claims without delay and to take such steps as are necessary to permit Munich Re to have continued use in accordance with the contract.

8.4 The Contractor's duty to indemnify Munich Re also relates to expenses incurred by Munich Re due to or in connection with a third-party claim. Munich Re shall coordinate legal defence with the Contractor.

8.5 The limitation period is five years.

9. Services having a service contract ("Dienstleistungsvertrag") character

9.1 In the case of services having a service contract character, the Contractor shall hand over the Deliverables to Munich Re together with a written declaration stating that the works have been completed, and shall offer to discuss

them. This discussion is included in an agreed fixed price.

9.2 With regard to services by the Contractor that do not satisfy Munich Re's requirements in accordance with Item 2.4, Munich Re shall be entitled to supplementary performance by the Contractor free of charge. Other rights and claims in accordance with the applicable law shall remain unaffected.

10. Dates and deadlines

10.1 If the Contractor fails to meet agreed delivery or completion deadlines for reasons within its control, it shall be in default without the necessity of a reminder. In the event of default, Munich Re may avail itself of its legal entitlements and rights. In the event of force majeure or temporary hindrance to performance for reasons beyond the Contractor's control, however, the deadlines agreed shall be duly extended. In that event, the Contractor shall immediately notify Munich Re in writing, indicating the anticipated duration of the delay.

11. Limitations of liability

11.1 Contractual limitations of liability may be agreed within the framework of the specific assignment, taking due account of the formal requirements of the German Law on Lawyers' Fees ("Gesetz über die Vergütung der Rechtsanwältinnen und Rechtsanwälte" RVG).

12. Confidentiality and data protection

12.1 The Contractor undertakes to use all information, documents and other auxiliary means it receives in connection with performance of the contract solely in order to fulfil its obligations to Munich Re. It further undertakes to preserve the secrecy of all information of which it gains knowledge in connection with the contract and performance thereof as well as of the conclusion, object and content of the contract and to take such measures as may be necessary to prevent acquisition and use of same by third parties. The Contractor shall pass on to persons directly involved in the performance of the contract only such information as shall be required for such performance. Furthermore, the Contractor undertakes to ensure that its employees and other persons involved in the performance of its obligations also comply with this duty. The duty of confidentiality shall continue to apply even after termination of the contract.

12.2 The Contractor shall not be permitted, either before or after termination of the contract, to use know-how communicated to it by Munich Re during performance of the contract for itself or third parties.

12.3 Following termination of the contract all written documents and other data storage media containing know-how in accordance with Items 12.1 and 12.2 shall be returned to Munich Re. This shall be confirmed in writing should Munich Re so request.

12.4 The duty of confidentiality in accordance with Section 12.1 shall not apply to information

- which is generally available to the public or becomes available through no fault of the Contractor,
- which can be shown to have been in the Contractor's possession prior to disclosure,
- which has been independently developed by the Contractor or
- of which disclosure is required on the basis of a legal or official regulation or court ruling.

12.5 The Contractor undertakes to comply at all times with applicable data protection legislation. The Contractor shall ensure that its personnel and vicarious agents are bound at all times by all such individual data secrecy undertakings as may be required by applicable law, in particular by the EU General Data Protection Regulation. Upon demand, the Contractor shall provide Munich Re with evidence thereof.

Prior to the commencement of the works and/or services, the parties shall determine which, if any, data protection

legislation applies. If necessary, the parties will involve their respective data protection officers in these deliberations. Munich Re shall inform the Contractor if the provision of the works and/or services will involve the collection, processing, keeping, use and/or disclosure of personal data and, if so, the degree of protection required. If required by Munich Re, the parties will enter into one or more data processing agreement(s) and will agree technical and organizational security measures, in each case prior to the commencement of the works and/or services. The parties will agree appropriate changes to the data processing agreement(s) in the event of a subsequent change in requirements.

12.6 Insofar as the Contractor, its staff members or other persons employed by it in the performance of its obligations have access to Munich Re's IT systems or a pass granting access to Munich Re's premises, the Contractor shall sign the undertaking by external employees relating to employment at Munich Re ("Verpflichtungserklärung Externer für die Tätigkeit bei der Münchener Rück") before assuming its functions and ensure that its staff members and other persons employed by it in the performance of its obligations also sign said declaration before assuming their functions. The corresponding form shall be provided by Munich Re. The Contractor shall submit the duly signed forms to Munich Re without delay. Persons who have not signed the above-mentioned declaration may not be deployed. The Contractor acknowledges that it is also bound by the provisions contained in the undertaking relating to employment at Munich Re.

13. Release of materials

The Contractor shall, at Munich Re's request, release to Munich Re any documents, materials and aids (including data storage media) that it has received or produced in connection with the conclusion and execution of the separate contract document including copies. At Munich Re's request, the Contractor shall permanently delete any data and/or other digital content and materials or computer programs provided to it by Munich Re insofar as this can be done at reasonable cost. However, the Contractor shall not be obliged to do so if it is bound by law to retain documents and/or copies thereof.

14. Notice of termination

14.1 The contract may be cancelled by Munich Re at any time without giving notice unless otherwise agreed between the Contractor and Munich Re in the separate contract document.

14.2 This provision shall not affect the right of extraordinary termination for good cause.

14.3 Termination shall not be valid unless made in writing.

15. Provisions relating to the German Law on Temporary Employment ("Arbeitnehmerüberlassungs-gesetz")

15.1 The Contractor will only use its employees to fulfil its performance obligations arising from the contract. This shall not constitute temporary employment.

15.2 In cases where the German Law governing Temporary Employment ("Gesetz zur Regelung der Arbeitnehmerüberlassung"), Law on Temporary Employment ("Arbeitnehmerüberlassungsgesetz" AÜG) for short, might be applicable in connection with the Contractor's rendering of services, the Contractor shall notify Munich Re thereof without undue delay and take measures to meet the legal requirements of the AÜG.

15.3 Munich Re shall ensure that no measures that are within its sphere of responsibility are taken which might trigger the application of the Law on Temporary Employment (AÜG).

15.4 The Contractor shall ensure that Munich Re does not suffer any legal disadvantages in connection with the Contractor's rendering of services

based on provisions of the AÜG or because of the deployment by the Contractor of self-employed personnel.

15.5 If Munich Re incurs labour-law-related or social-security-related expenses because of a violation of the AÜG by the Contractor or its deployment of self-employed personnel, the Contractor shall indemnify Munich Re in respect thereof without undue delay. This indemnity obligation of the Contractor shall also cover all costs Munich Re needs to expend to adequately defend itself against claims asserted by third parties related to labour law or social security issues in court or out of court.

16. Contractor's duties on termination of contract

16.1 Irrespective of the reason for termination of the contractual relationship, the Contractor undertakes to cooperate with Munich Re to ensure that the contractual relationship is terminated in an orderly manner.

16.2 Insofar as Munich Re requires services from the Contractor in this context that the Contractor is not or no longer contractually obliged to render, the Contractor shall provide such services to the extent that its technical, organisational and human capacity and resources permit at an appropriate price in line with the market.

17. Set-off and right of retention

17.1 The Contractor is entitled to set-off only insofar as its counterclaims have become res judicata, are uncontested or have been recognised by Munich Re.

17.2 The Contractor shall be entitled to a lien only insofar as the claim on which the Contractor bases such lien is uncontested, has been recognised or has become res judicata.

18. Corporate responsibility

Munich Re is a member of the UN's Global Compact initiative. Munich Re has thereby committed itself to protecting human rights, preventing forced, compulsory and child labour, promoting environmental protection, and combating corruption. Accordingly, as a prerequisite for cooperation, Munich Re also expects its business partners to comply with the principles laid down in the UN's Global Compact. In the event of breaches of these principles, Munich Re reserves the right to cancel the contractual relationship by way of extraordinary termination for good cause.

19. Miscellaneous

19.1 The Contractor shall not, even after termination of the contract, cite Munich Re as a client for reference purposes or otherwise name Munich Re in the context of publications or promotional measures without the latter's prior written consent, such consent being revocable at any time. The same shall apply to the use of Munich Re's logo.

19.2 Amendments and addenda to the separate contract document and to these General Conditions of Contract shall not be valid unless made in writing. The same shall apply to any agreement between the contracting parties to waive the requirement for such amendments and addenda to be in written form.

19.3 The contractual relationship between Munich Re and the Contractor, the performance of the agreed services and any claims arising therefrom shall be governed solely by German law to the exclusion of any rules of law designating another legal system as being applicable.

19.4 Munich shall be the place of performance and jurisdiction.