

## **General conditions of contract for consultancy, implementation and comparable services**

### **1. Scope of application**

1.1 These general conditions of contract shall apply between Münchener Rückversicherungs-Gesellschaft Aktiengesellschaft in München (hereinafter referred to as **Munich Re**) and the contractor in respect of the contractor's services in the fields of consultancy (in particular management and organisational consultancy), implementation (in particular the production of software) and like 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.

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.

### **2. Awarding of contract, and 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 days following receipt of the offer.

2.2 Details of the supplies and services to be provided by the contractor shall be regulated in a separate contract document. The provisions of the separate contract 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 and also undertakes to document the sequence and results of its work in written form understandable to qualified third parties and pass the documentation to Munich Re.

2.4 The contractor shall render the contractual services with due expertise in accordance with the latest scientific and technical knowledge, to a superior standard and with special diligence.

2.5 If the assignment relates to the writing of computer programs, the service owed shall include instruction by the contractor and ensuring the functionality of the computer programs on Munich Re's systems also and/or the systems of third parties named by Munich Re, and supplying to Munich Re the object code, source code and complete and orderly development documentation comprehensible to a third party.

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 members of the contractor's staff. Munich Re may require the replacement of a 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 member of staff shall be deemed an objective reason.

The contractor shall only be entitled to replace a staff member without Munich Re's consent if such 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 staff with like qualifications. The contractor shall notify Munich Re of any staff substitutions in writing in good time and present the new staff member intended for the assignment to Munich Re. Munich Re shall be entitled to refuse staff if there is an objective reason for doing so.

2.8 Munich Re's instructions shall be given to the contractor's management only. Munich Re is not entitled to give instructions to members of the contractor's staff.

2.9 Munich Re shall endeavour, if requested to do so, to give the contractor the support it needs to render the services owed, in particular by promptly providing any information and documents required.

2.10 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.

2.11 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 amendment would be unreasonable. In that event, the contractor shall immediately advise Munich Re in writing, stating its reasons.

Where amendments required or instructions given by Munich Re or other circumstances for which Munich Re is responsible affect the terms and conditions of the contract, and in particular where they result in increased work, the contractor shall

inform Munich Re 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 require an increase in the remuneration and/or adjustment to the completion dates unless immediate notice is given.

2.12 In so far 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, billing and settlement**

3.1 The contractor shall receive the fee agreed with Munich Re for its work.

3.2 Reasonable travel expenses shall be reimbursed to the contractor on production of the relevant receipts insofar as such expenses shall have been necessary for fulfilment of the duties under the contract and Munich Re shall have given prior written consent. Reasonable courier costs and comparable expenses shall be reimbursed to the contractor on production of the relevant receipts, insofar as they shall have been necessary for fulfilment of the contractual duties.

3.3 Statutory value added tax is understood to apply to all remuneration and to costs to be reimbursed by Munich Re in accordance with the applicable provisions. This shall also apply to payments on account.

3.4 In the case of costs for expenses and third-party services reimbursed by Munich Re in accordance with these contract conditions, the contractor shall first deduct the input tax refundable to it from the gross amount on the corresponding receipts, and invoice only the relevant net amounts together with its net remuneration. Subsequently, the statutory value added tax shall be calculated on the

total net amount of remuneration plus third-party services and expenses and shown separately on the invoice next to the gross total amount.

- 3.5 Unless otherwise agreed in the contract, the contractor shall issue invoices corresponding to progress on the project, as agreed milestones are reached and accepted. Should there be no provision for milestones, the remuneration may be charged 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.
- 3.6 The contractor shall invoice payments on account only if this has been expressly agreed in writing. Payments on account shall always be made subject to acceptance and/or proof of due and complete performance by the contractor.
- 3.7 The contractor's invoices in due and proper form shall be payable 30 days after receipt by Munich Re, provided the conditions specified in items 3.4 to 3.6 above have been met.
- 3.8 Payments shall be made by bank transfer, and invoices shall include the account details required to make the transfer.
- 3.9 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.
- 3.10 Should an invoice submitted by the contractor include items that are the subject of disagreement, Munich Re shall be entitled to withhold payment in respect of the items subject to disagreement until the disagreement has been definitively resolved. Munich Re shall make payment in respect of the items not subject to disagreement within the usual period and in accordance with the usual procedure. 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.

#### **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 surveys, documentation, reports, organisation and project plans, drafts, drawings, schedules and calculations prepared and any individual software developed, altered or adapted for Munich Re in source and object code and also databases and database rights produced 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 content, in adapted and transformed form also, for all types of use including types of use not known at the time the contract is concluded.

The above provisions also apply with regard to amendments, adjustments and other modifications undertaken on Munich Re's behalf and/or upgrades of standard software that involve amending and/or re-programming the programme code.

- 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 content, 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 media the Deliverables in the original or in altered, translated,

- adapted or transformed 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 provide services of any kind for 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 third parties or to grant corresponding rights of use thereto to others 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.
- 5. Rights relating to parameters, customising and supply of standard software**
- 5.1 In respect of standard software modifications involving no amendment to and/or re-programming of the program code (e.g. customising or assigning parameters to standard software), Munich Re shall be granted, as and when arising, a non-exclusive licence with regard to the corresponding Deliverables in all their respective intermediate and final stages with no restrictions as to purpose, place or time, temporarily or permanently transferable to third parties. Items 4.1 to 4.4 shall apply mutatis mutandis.
- 5.2 As regards the release of unmodified standard software, the content and scope of the licence granted in respect thereof to Munich Re shall be determined in accordance with any existing master licence agreements and/or other corresponding agreements between the parties, unless expressly agreed otherwise by the parties in the separate contract document. The contractor undertakes however in any event to grant or confer the licence at least to the extent necessary for use of the software as intended by Munich Re and perceivable by the contractor.
- 5.3 With regard to the release of less important unmodified standard software (e.g. minor tools, scripts, etc.) the following provision applies insofar as no equivalent master licensing agreement or other corresponding agreement exists and also not otherwise agreed in the corresponding separate contract document: when such standard software is supplied, Munich Re shall be granted a non-exclusive, irrevocable licence authorising use of the software without restriction as to purpose, place or time, freely transferable to third parties temporarily or permanently.
- 5.4 The companies affiliated to Munich Re in accordance with Article 15 of the German Stock Companies Act ("Aktengesetz") shall also be entitled to use in the same way.
- 6. Rights in respect of existing materials**
- 6.1 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 materials in a delivery, the contractor grants Munich Re a non-exclusive irrevocable licence freely 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.

6.2 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 work result within the meaning of items 4.1 to 4.4 to which the provisions of said items shall apply directly and without restriction. However, the contractor shall be entitled to freely use the existing materials as such for other purposes also.

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

6.4 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.

## 7. 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.

## 8. Inventions

Munich Re shall have exclusive title to inventions connected with or in the form of Deliverables specifically produced for Munich Re made in the course of contract performance and to any form of intellectual property rights granted in respect thereof.

## 9. 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 carriers, 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.

## 10. Software deposit

10.1 As regards the development of software in accordance with an express agreement in the separate contract document, if and to the extent the supply of the source code and development documentation is, exceptionally, not due to Munich Re, the contractor undertakes, at Munich Re's request, in order to protect the latter's investment and in particular safeguard updating and enhancement of the software if, for whatsoever reason, the contractor is unable to do so or refuses to do so categorically or in accordance with market conditions, to deposit the source code of the computer programs and corresponding development documentation upon being requested to do so by Munich Re, and at the latest upon acceptance and/or handover of the software, with an independent deposit company and to immediately conclude a corresponding deposit contract at appropriate market conditions with the deposit company and Munich Re. The contractor shall keep the material deposited up-to-date at all times. The deposit costs shall be borne by Munich Re.

10.2 In the event of material being deposited, the contractor shall grant Munich Re forthwith such rights to use stored material as are needed to correct defects and maintain and enhance the software, in particular the right to edit and amend. The transfer of such rights shall be covered by the contractually agreed remuneration in accordance with Item 3.1.

## 11. Guarantees, defects in title

- 11.1 The contractor warrants that it is the proprietor of all the rights of use and/or exploitation transferred and/or granted in accordance with Items 4 to 10 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.
- 11.2 In particular, the contractor shall ensure by means of corresponding agreements with its employees, freelancers, 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.
- 11.3 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 hold Munich Re harmless against 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.
- 11.4 The contractor's duty to hold Munich Re harmless 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.
- 11.5 The limitation period is five years.

## 12. Acceptance

- 12.1 Services having a contract for work and services ("Werkvertrag") character and services within the meaning of Section 651 of the German Civil Code ("Bürgerliches Gesetzbuch") are subject at all times to the German law on contracts for work and services

("Werkvertragsrecht"), in particular to the requirement for acceptance.

Article 651 of the German Civil Code is in particular not applicable to the production of individual software.

- 12.2 Acceptance shall be in writing. Acceptance shall be subject to the proviso that all the objects to be supplied shall have been delivered, including the documentation. The contractor shall give timely written notice of availability for acceptance, as a rule at least two weeks beforehand. After receiving confirmation of availability, Munich Re shall be granted an appropriate period of inspection lasting, as a rule, not less than 14 days. Software shall be subjected to a functional inspection.

Munich Re shall confirm acceptance upon completion of the acceptance and/or functional inspection provided that the services shall have been rendered in accordance with the contract. If defects of not merely immaterial nature are discovered during the acceptance inspection, Munich Re shall be entitled to refuse acceptance. The contractor shall remedy such defects immediately, and again make the object to be supplied available for acceptance. In the event of immaterial defects, Munich Re shall confirm acceptance but the contractor shall remedy such defects immediately.

- 12.3 Partial acceptances are given in exceptional circumstances only and where expressly agreed. Each declaration of partial acceptance shall be subject to a full acceptance by which the interaction of all partial services in accordance with the contract shall be established. The onus to prove that all partial services interact in accordance with the contract is on the contractor pending declaration of full acceptance. Furthermore, the provisions under item 12.2 shall apply mutatis mutandis to partial acceptances.

- 12.4 If provision has been made for partial acceptances, the period of limitation in respect of rights relating to defects in any partial performance commences

on the date of acceptance of the final partial performance.

**13. Obligation to examine and notify defects in connection with services having a contract of sale character**

Munich Re shall inspect services having a contract of sale character for defects within a reasonable period of time. A defect shall be deemed to have been notified in time if the contractor shall have received notice thereof within two weeks of discovery.

**14. Liability for defects**

14.1 Defects notified by Munich Re shall be remedied by the contractor without delay and free of charge.

14.2 Munich Re is entitled to set a reasonable time limit for the remedy of defects. If the defect has not been remedied before the time limit expires, Munich Re may choose to set another deadline for remedy or to decline remedy by the contractor and remedy the defects itself or have them remedied at the contractor's expense.

14.3 Where defects in the object to be supplied are due to circumstances for which Munich Re is responsible, the contractor shall, at Munich Re's request, remedy them at reasonable cost and on reasonable conditions to be agreed in the individual case.

14.4 The applicable law shall otherwise be unaffected.

**15. Services having a service contract ("Dienstleistungsvertrag") character**

15.1 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 presentation and discussion are both included in an agreed fixed price.

15.2 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.

**16. Dates and time limits**

16.1 If the contractor fails to meet agreed delivery or completion deadlines for reasons for which it is responsible, 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 dates agreed shall be duly extended. In that event, the contractor shall immediately notify Munich Re in writing, indicating the anticipated duration of the delay.

16.2 In the event of default, Munich Re shall be entitled to claim a contract penalty amounting to 0.1% of the net remuneration stipulated in the contract per day of default, though not more than 5% of the net contract value. Munich Re reserves the right to make further claims. The contract penalty shall be offset against any claims for damages made by Munich Re due to the default. Contract penalties and damages payments shall not be subject to German value added tax.

**17. Limitation of liability for IT services**

17.1 If the contractor is to develop software or render comparable IT services to Munich Re, the following liability provisions shall apply.

17.2 The parties shall have unlimited mutual liability under the applicable law for losses arising out of injury to life, person or health due to wilful act or negligence on their part or that of their legal representatives or other persons employed by them in the performance of their obligations.

17.3 The parties shall be liable for other losses in accordance with applicable law only as follows:

Each party shall have unlimited liability to the other in respect of losses due to wilful act or gross negligence on its part or that of one of its legal representatives or other persons employed by it in the performance of its obligations and for losses covered under a guarantee or warranty it has given.

Each party's liability to the other in respect of minor negligence shall be limited to twice the contract volume agreed in the separate contract document, but must be a minimum of €2,000,000 (two million euros) per loss.

- 17.4 The above provisions also apply mutatis mutandis to the liability of the parties for repayment of expenditure incurred to no avail.
- 17.5 The liability of the parties under the German Product Liability Act ("Produkthaftungsgesetz") shall not be affected.

## 18. Confidentiality and data protection

- 18.1 The contractor undertakes to use all information, documents and other aids 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 agreement only such information as is required for such performance. Furthermore, the contractor undertakes to ensure that its employees and other persons involved in the performance of its contractual obligations also comply with this duty. The duty of confidentiality shall continue to apply even after termination of the contract.
- 18.2 The contractor shall not be permitted, either before or after termination of the

contract, to use know-how communicated to it by or acquired in conjunction with Munich Re during performance of the contract for itself or third parties.

- 18.3 Following termination of the contract all written documents and other data carriers containing know-how within the meaning of items 18.1 and 18.2 shall be returned to Munich Re. This shall be confirmed in writing should Munich Re so request.
- 18.4 The duty of confidentiality in accordance with Section 18.1 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.
- 18.5 The contractor undertakes to respect the relevant data protection laws, and in particular to ensure that staff members and other persons employed by it in the performance of its obligations give an undertaking in respect of data confidentiality in accordance with Section 5 of the German Federal Data Protection Act ("Bundesdatenschutzgesetz").
- 18.6 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") 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.

## 19. 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 provided to it by Munich Re in so far 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 the documents and/or copies thereof.

## 20. Notice of termination

- 20.1 The contract may be cancelled by Munich Re at any time, subject to 14 days' notice unless otherwise agreed between the contractor and Munich Re in the separate contract document.
- 20.2 This provision shall not affect the right of extraordinary termination for good cause.
- 20.3 Termination of the agreement shall not be valid unless made in writing.

## 21. Provision of employees

- 21.1 The Contractor will only use its employees to fulfil its performance obligations arising from the contract. This shall not constitute temporary employment.
- 21.2 In cases where the Law on Temporary Employment (German Arbeitnehmerüberlassungsgesetz AÜG) might apply in connection with the contractor's rendering of services, the contractor shall notify Munich Re of

this without undue delay and take measures to meet the legal requirements of the AÜG.

- 21.3 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).
- 21.4 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 use of the contractor's self-employed employees.
- 21.5 If Munich Re incurs labour law-related or social security-related expenses because of a violation of the AÜG by the contractor or because of the use of its self-employed employees, the contractor shall hold Munich Re harmless against this without undue delay. This indemnity obligation of the contractor shall also cover all costs Munich Re needs to expend to adequately defend against claims asserted by third parties related to labour law or social security issues in court or out-of court.

## 22. Contractor's duties on termination of contract

- 22.1 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.
- 22.2 In so far as Munich Re require 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.

## 23. Set-off and right of retention

- 23.1 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.

- 23.2 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, has become res judicata or is ready for decision.

## 24. 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.

## 25. Other

- 25.1 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 use of Munich Re's logo.
- 25.2 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.
- 25.3 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. Application of the UN Convention on Contracts for the International Sale of Goods is excluded.

- 25.4 Munich shall be the place of performance and jurisdiction.