

## RWE General Terms and Conditions for Purchase of Goods and Services (Japan) - 01/2025

### 1. Contract and Term

- 1.1 An **order** is a **written** offer by **RWE (order)** to purchase the goods, services and/or deliverables as described in the **order (deliverables)** from the **Contractor** named in the **order (Contractor)**. **Orders** for **deliverables** placed by **RWE** are subject to these conditions (together the General Terms and Conditions (**GTC**) and severally a condition (**condition**)). **RWE** means the company stated in the relevant **order** and **RWE group** means all companies which are an affiliated company (*kankei kaisha*) pursuant to Article 2, paragraph 3, item 25 of the Regulation on Corporate Accounting (*kaisha keisan kisoku*) of the company stated in the **order**.
- 1.2 The **Contractor** accepts **RWE's** offer by expressly giving **RWE** a notice of acceptance in writing (including returning a signed **order**) (**accept, acceptance**). An **order** shall also be considered **accepted** if the **Contractor** does not object to it in **writing** (email is sufficient) within 14 (fourteen) calendar days of receipt or begins to provide the ordered **deliverables** and has been informed of this legal consequence in the relevant **order**.
- 1.3 On and with effect from **acceptance (start date)**, a contract is made between the **Contractor** and **RWE** which is comprised of and is subject to the contents of the **order** and these **GTC (contract)**.
- 1.4 The **contract** begins on the **start date** and ends when all obligations under the **contract** have been fulfilled (**term**).
- 1.5 Terms and conditions of the **Contractor** or any deviation from **RWE's GTC** are expressly rejected by **RWE**.
- 1.6 The **order** prevails over any of the **conditions**.

### 2. Interpretation

- 2.1 In these **GTC: writing (writing)** includes electromagnetic forms (such as emails). With regard to **SAP orders**, the **Contractor** and **RWE** agree that an **order** sent via the **SAP** system (either with or without an electronic signature) shall also be recognised as validly agreed. If the **Contractor** and **RWE** agree, a **contract** may also be concluded with a simple electronic signature.
- 2.2 A reference to **applicable law** means all law, statute or regulation in force at the time of the performance of this **contract** and/or the provision of any **deliverables** at **RWE's** site and/or the **delivery place (applicable law)**.
- 2.3 Unilateral declarations such as a termination notice (*kaijo- ken*) or a rescission of **contract (torikeshi-ken)** as well as the exercise of the **Contractor's** or **RWE's** right to determine the performance under this **contract (rikouseikyuu-ken)**, shall only be made by written notice in accordance with Article 97(1), 123 and 540(1) of the Japanese Civil Code.

### 3. Non-Exclusivity / Group Benefit

- 3.1 The purchase of **deliverables** by **RWE** pursuant to this **contract** is on a non-exclusive basis and may be for the benefit of other companies within the **RWE** group of companies (**RWE group**).

### 4. Delivery

- 4.1. The **Contractor** is responsible at its sole cost and risk for the supply of the **deliverables (deliver, delivery)**, including the cost for all transport, loading, collection, handling, storage, packing,

unpacking, reception at site and **delivery** and all required insurances. Furthermore, the **Contractor** shall obtain and pay for all import permits or licences required for any part of the **deliverables** or the **Contractor's** equipment delivered duty paid (as defined in the Incoterms 2020).

- 4.2. **Delivery** also includes the delivery of all tools and documentation (e.g. user manuals, health and safety data) relevant to the **deliverables** and their use.
- 4.3. The **Contractor delivers** the **deliverables** by the time (**delivery date**), at the place (**delivery place**) and in the quantity as set out in the **order**.
- 4.4. Any signature from **RWE** on any delivery note or other documentation presented in connection with the **delivery** of the **deliverables** is evidence of receipt only, and is not evidence that the correct quantity of **deliverables** has been **delivered** or that **deliverables delivered** otherwise comply with the requirements of this **contract**.

### 5. Delivery Date

- 5.1. Without prejudice to **RWE's** rights, if the **Contractor** considers that it cannot **deliver** the **deliverables** on the **delivery date**, the **Contractor** must notify **RWE** of the delay as well as the circumstances causing the delay without undue delay.

### 6. Delivery in Instalments

- 6.1. The **Contractor** may not **deliver** the **deliverables** in instalments unless expressly stated in the **order** or unless **RWE** otherwise agrees expressly in advance.

### 7. Standards/Quality of Deliverables

- 7.1. The **Contractor** shall **deliver deliverables** which are marketable and shall ensure that title to such **deliverables** is free from encumbrances.
- 7.2. The **deliverables** must not infringe **RWE's** **IPR** or the **IPR** of any third party.
- 7.3. The **Contractor** passes on the benefit of all manufacturers' and any other relevant third party warranties and/or guarantees to **RWE** in relation to the **deliverables**.

### 8. Labelling, Advice Notes and Packaging of Deliverables

- 8.1. The **Contractor** clearly marks the **deliverables** with **RWE's** name, address, **order** number and with an advice note (detailing the name or description of the **deliverables**, transport, for each item **delivered** item number, weight, number or volume quantities and point and date of dispatch). **RWE** notifies to the **Contractor** any other information that **RWE** requires. In addition, the **Contractor** shall specify that the **Contractor** is the supplier of **deliverables** and shall indicate the date and place of manufacture, where relevant.
- 8.2. The **Contractor** properly labels the **deliverables** and shall supply them with all necessary warnings, instructions and other information relevant to their storage and use, which shall include any onward transport and/or lifting requirements.
- 8.3. The **Contractor** notifies **RWE** about any hazards to health, safety or the environment with full details of the hazardous content and/or nature of the **deliverables** and details of correct measures to be taken in the event of exposure or spillage.
- 8.4. The **Contractor** properly packs the **deliverables**, secures them and transports them in such a

manner as to enable them to reach the **delivery place** without damage.

- 8.5. **RWE** does not need to return to the **Contractor** any packaging materials used in the transportation or **delivery** or supply of any **deliverables**.
- 8.6. The **Contractor** removes and disposes of any waste in compliance with relevant **applicable law**.

## 9. Title and Risk

- 9.1. Title and risk to **deliverables** pass to **RWE** upon **delivery** to the **delivery place**. This is without prejudice to simple retention of title in the **Contractor's** favour.
- 9.2. The **Contractor** keeps **deliverables** insured for their full replacement value until risk passes to **RWE**. Any **deliverables** damaged or lost in transit are the **Contractor's** responsibility.

## 10. Price, Invoicing and Payment

- 10.1. Upon the successful **delivery** of the **deliverables** **RWE** pays the price set out in the **order (fee)**.
- 10.2. The **fee** is exclusive of value added tax ("*shohi-zei*") (**VAT**) but is inclusive of all other matters including freight, insurance and other **delivery** costs and out-of-pocket expenses, including subsistence, accommodation, supply of equipment or tools, payment of the **Contractor's** staff (including salaries, wages, bonuses and other benefits, statutory charges and levies, pension provisions, overtime or payments for working unsociable hours) and compliance with all obligations under this **contract**.
- 10.3. The **Contractor** takes into account all materials and activities required to supply the **deliverables**, all its costs and expenses and all its obligations under this **contract** in setting the **fee**.
- 10.4. The **Contractor's** invoices must show the date of the invoice, the invoice number, the **Contractor's** name and address, a **VAT** breakdown, the **order** number and **fees** claimed. The **Contractor** also supplies such other information or supporting documentation that **RWE** may reasonably require upon request. The **Contractor's** invoice must also meet the qualified invoice (*tekikaku-seikyuusho*) requirements under the Japanese Consumption Tax Act (*Shohizei-hou*). Where hourly wages are charged, the input tax must be deducted from the travel costs (fares, accommodation costs etc.) in accordance with the tax guidelines in force. All receipts must be correct and permanently legible.
- 10.5. The **Contractor** sends its invoices in the format and to the address as required by **RWE** in the **order**.
- 10.6. **RWE** pays invoices within 30 (thirty) calendar days from the date of receipt. If **RWE** disputes an invoice, **RWE** may withhold payment of the disputed amount until resolution of the dispute.
- 10.7. If payment is not made on undisputed amounts when due, the **Contractor** may charge interest at the rate according to the Japanese **applicable law**.
- 10.8. Any sum payable under this **contract** is exclusive of **VAT**. If **VAT** is due and payable to the tax authorities by the **Contractor**, the recipient of the supply shall pay an amount equal to such **VAT** in addition to any such sum subject to the receipt of a valid **VAT** invoice.
- 10.9. Any payment does not affect any rights or obligations of either the **Contractor** or **RWE** and does not mean that **RWE** accepts that the **Contractor** has fully complied with its obligations under this **contract**.

## 11. Change and Variation

- 11.1. In the case of **contracts** for the provision of **services**, **RWE** may request changes to the scope of **delivery** (including the contractually agreed **delivery date**), unless this is unreasonable for the **Contractor** in the individual case. The **Contractor** complies with such a request. The effects of such requests, in particular with regard to the additional and reduced costs as well as the **delivery dates**, are to be taken into account appropriately and must be expressly agreed between **RWE** and the **Contractor** prior to the execution of the changes. In cases of imminent delays in **delivery** and/or imminent danger, **RWE** may demand that the **Contractor** commences with the execution prior to this express agreement being reached. The **Contractor** complies with this request.
- 11.2. Additional agreements, amendments and additions to the **contract** require a **written** agreement between the parties, which may also take the form of an electronic SAP **order**.

## 12. Defects and Defaults

- 12.1. **RWE** has full recourse to the statutory warranty rights under **applicable law**.
- 12.2. If the **Contractor** and **RWE** have not explicitly agreed otherwise, the defect liability period shall start with the **delivery** or acceptance of the **deliverables**.
- 12.3. Where the **Contractor's** default causes **loss** to any third party, then the **Contractor** indemnifies **RWE** from any **loss** incurred and/or suffered by or awarded against **RWE** by such third party.
- 12.4. Where the **Contractor** has demonstrably involved itself in an unlawful restraint of competition in relation to the **deliverables** and/or abused any dominant market position, the **Contractor** pays, irrespective of any other liability rules, liquidated damages in the amount of 1.2% (twelve percent) of the **fee**, unless the **Contractor** proves that a lower **loss** or no **loss** has been incurred. This also applies if the **contract** has been terminated or already been fulfilled. Other rights of **RWE**, in particular the right to claim damages in excess of the liquidated damages, remain unaffected.
- 12.5. Unlawful restrictions of competition include in particular anti-competitive negotiations, recommendations or appointments with other bidders (tenderers) / applicants regarding:
  - (a) submission or non-submission of bids (tender) including territorial agreements,
  - (b) pricing as well as profit arrangements or
  - (c) delivery quantities.

Such acts of persons appointed by or working on behalf of the **Contractor** are deemed to be acts of the **Contractor**.

## 13. Insurance

- 13.1. Without prejudice to any rights or obligations under the **contract** or at law, the **Contractor** takes out and maintains insurance in force for the term and for the period of time over which the **Contractor** has continuing liabilities under this **contract** and/or **applicable law**. The insurances shall be maintained with reputable insurers and shall be of a nature and extent as would reasonably be expected taking into account the nature and extent of the **Contractor's** obligations under this **contract** and/or **applicable law**. This includes the insurance cover set out in this **condition 13** below which **RWE** may request to be evidenced by

certificates of insurance made available to **RWE** within seven (7) calendar days of a request by **RWE**:

- (a) employer's liability insurance in the amount of at least €5,000,000 for any one occurrence or the amount required by **applicable law**, whichever is higher;
- (b) public, product and environmental liability insurance including against liability to third parties for any death or personal injury and **loss** of or damage to any physical property including the **deliverables** in each case arising out of or in connection with the carrying out of the **delivery of deliverables** in the amount of at least €5,000,000 for any one occurrence;
- (c) such other insurances as **applicable law** requires.

13.2. Deductibles applying under any insurance are for the **Contractor's** account where such deductibles relate to **loss** for which the **Contractor** is responsible under the **contract**.

13.3. Where the **Contractor** receives insurance proceeds from the **Contractor's** insurers relating to an insured event under this **contract**, the **Contractor** pays to **RWE** such sums as are claimed from and/or are due and payable to **RWE** from such insurance proceeds and/or uses them solely to replace/rectify any associated **default**.

#### 14. Liability

14.1. The **Contractor** is liable for any breach of duty and the resulting damage unless it proves that it is not responsible for the breach of duty. Furthermore, the **Contractor** is obliged to indemnify **RWE** against all claims for damages by third parties which may be asserted against **RWE** for reasons of a default in the **Contractor's deliverables** or which are based on any other breach of duty by the **Contractor**, unless the **Contractor** proves to **RWE** that it is not responsible for the event causing the damage. This **condition 14** also applies if the **Contractor** uses a vicarious agent.

#### 15. Termination

15.1. **RWE** may terminate this **contract** at any time by giving **written** notice to the **Contractor**.

15.2. The **contract** may be terminated early for default if one of the parties is in material breach of any of its obligations and fails to remedy the breach within 14 (fourteen) days of a **written** notice requesting such remedy.

15.3. Where **RWE** is entitled to terminate the **contract**, **RWE** may instead terminate the **contract** only in respect of part of the **deliverables**, in which case, the **contract** continues in respect of the **delivery** of the remaining **deliverables**.

15.4. Where the **Contractor** is in breach of **contract** because the **Contractor** has demonstrably been involved in unlawful restrictions of competition at **RWE's** expense, then in addition and/or instead of the remedy available to **RWE** under **condition 12 (Defects and Defaults)** **RWE** may immediately on written notice either rescind or terminate the **contract**. In the event of rescission, the relevant **applicable law** applies.

#### 16. Consequences of Termination

16.1. On termination for convenience or expiry **RWE** pays the **Contractor** the **fees** due and payable pro rata for any **deliverables delivered** (and not cancelled or rejected) and not yet paid for as at the date of expiry or termination.

16.2. Where **RWE** terminates for the **Contractor's** default or breach of duty, **RWE** may recover from the **Contractor**, to the extent not already recovered, the sums set out at **condition 12 (Defects and Defaults)** and the **Contractor** will also pay to **RWE** any consequential **loss** incurred by **RWE** as a result of the termination.

16.3. Unless otherwise agreed, the statutory provisions apply.

#### 17. Contractor's Staff

17.1. There is no legal relationship between **RWE** and any of the **Contractor's** employees, agents, personnel, staff, contractors, subcontractors or other workers (**staff**).

17.2. The **Contractor** makes appropriate deductions for tax and insurance and social security contributions from the remuneration which the **Contractor** pays to its **staff** that it employs.

17.3. The **Contractor** ensures that:

- (a) it supplies its **staff** with all vehicles and necessary safety and other tools and equipment that they need to **deliver** the **deliverables**;
- (b) all vehicles, equipment and other tools that the **Contractor** and its **staff** use to **deliver** the **deliverables** are in a good, legal and serviceable condition;
- (c) its **staff** are suitably qualified, competent, skilled and experienced and are trained and able to **deliver** the **deliverables** and drive the vehicles, handle the **deliverables** and all tools and equipment needed to **deliver** the **deliverables** safely and in compliance with this **contract**;
- (d) it puts procedures in place to ensure that its **staff** are able to understand and comply with oral and written instructions given by **RWE** including those which relate to health and safety; and
- (e) it puts in place suitable precautions to prevent damage to property or injury to person.

17.4. Prior to any **staff** performing the **services**, the **Contractor**, to the extent lawful, ensures the **Contractor's staff** satisfy any checks which are appropriate according to good industry practice and/or which are reasonably notified by **RWE** to the **Contractor**. Such vetting requirements include: checking identities, rights to work, references, qualifications and driving licences. The **Contractor** keeps records of such checks and shows the records to **RWE** if **RWE** requests them.

17.5. The **Contractor** provides any information reasonably and lawfully requested by **RWE** in relation to the **Contractor's staff** who **deliver** the **services** within 10 (ten) business days of such request being made.

17.6. The **Contractor** ensures that its **staff**:

- (a) comply with **RWE's** local security and safety arrangements; and
- (b) carry out their duties so as to cause minimum disruption to **RWE's** business operations.

17.7. **RWE** may at any time upon notice to the **Contractor** remove or request the removal from **RWE's** premises of any individual whom, in **RWE's** reasonable opinion, is not qualified or competent to be present on **RWE's** site or who at any time acts in a way that contravenes **RWE's** safety or security processes or policies, who causes or may cause injury to others or damage to property and/or who poses any other safety or security risk. The **Contractor's** obligations continue and are not

- reduced or changed if **RWE** removes or requests such removal.
- 17.8. The **Contractor** indemnifies **RWE** and **RWE group** on a full indemnity basis against any loss, liability, damage, expense, claim, fine, demand, proceeding, charge, penalty or cost (including legal fees) (**loss**) suffered and/or incurred by **RWE** (and/or any company within the **RWE group**) as a result of any failure by the **Contractor** or its **staff** to comply with the **Contractor's** obligations under this **condition 17**.
- 17.9. Any breach of this **condition 17** is a material breach and **RWE** may terminate this **contract** for **Contractor's** default.
- 18. RWE Materials Ownership**
- 18.1. All information, specifications, drawings, sketches, models, prototypes, samples, tools, designs, technical information or data or other proprietary information or **IPR** (whether written, oral or otherwise and including personal data) (**RWE materials**) obtained by the **Contractor** and/or made available to the **Contractor** by **RWE** or on **RWE's** behalf remains **RWE's** property and does not become the **Contractor's** property.
- 18.2. The **Contractor**:
- (a) keeps **RWE materials** separate from the **Contractor's** property and the property of others;
  - (b) properly stores and protects and identifies **RWE materials** as **RWE's** property; and
  - (c) delivers **RWE materials** to **RWE** upon request.
- 18.3. Risk in **RWE materials** passes to the **Contractor** as soon as the **Contractor** obtains them or **RWE** makes its **RWE materials** available for the **Contractor's** use.
- 19. Intellectual Property Rights**
- 19.1. All the **Contractor's** intellectual property rights (**IPR**) existing on or prior to the **start date** remain vested in the **Contractor** and all **RWE's IPR** existing on or prior to the **start date** remain vested in **RWE**.
- 19.2. The **Contractor** hereby grants to **RWE** a perpetual, transferable, irrevocable, non-exclusive, royalty free, worldwide licence to use any of the pre-existing **Contractor's IPR** which are necessary for **RWE** and **RWE group** to derive the benefit of the **deliverables** and this **contract**.
- 19.3. The **Contractor** hereby acknowledges and agrees that (from the **start date** or, for **IPR** not existing at the **start date**, immediately upon the date on which such **IPR** comes into existence) **RWE** owns and the **Contractor** hereby assigns with full title guarantee all **IPR** (including copyright), free from encumbrances, in any **deliverables** created or developed by the **Contractor** or by others on the **Contractor's** behalf in relation to this **contract** or otherwise resulting from the **delivery** of the **deliverables** (including new or bespoke computer code and including any new versions (e. g. updates, upgrades, releases, patches and bugfixes)).
- 19.4. The **Contractor** agrees to obtain waivers of all moral and other rights, execute all documents and to do any other things reasonably necessary to perfect these **IPR**.
- 19.5. Where any software is created or developed for **RWE**, **RWE** solely owns and the **Contractor** supplies to **RWE** the source code for software created or developed.
- 19.6. Any rights granted by **RWE** to the **Contractor** or the **Contractor's staff** to use **RWE's IPR** cease on expiry or earlier termination of the **term**.
- 19.7. The **Contractor** defends and indemnifies **RWE** and the **RWE group** from and against any **loss** incurred by and/or awarded against **RWE** and/or any company within the **RWE group** in each case as a result of or in connection with:
- (a) a breach by the **Contractor** or the **Contractor's staff** of **RWE's IPR**; and
  - (b) any claim or action that **deliverables** (in whole or part) infringe the **IPR** or any other rights of a third party.
- 19.8. The **Contractor** and **RWE** each notify the other of any alleged or actual third party **IPR** claim without undue delay upon becoming aware of any such claim.
- 19.9. Neither the **Contractor** nor **RWE** make any admission as to liability or agree to any settlement or compromise of any third party **IPR** claim without the prior written consent of the other, such consent not to be unreasonably withheld, conditioned or delayed.
- 19.10. The **Contractor** may, on written request to **RWE** and at the **Contractor's** cost and expense and on providing adequate financial security to **RWE** for any debt or liability under the indemnity, have the conduct of or settle all negotiations and litigation arising from any third party **IPR** claim and **RWE** shall, at the **Contractor's** request and expense, give the **Contractor** reasonable assistance in connection with those negotiations and litigation.
- 19.11. If any third party **IPR** claim is made or, in the **Contractor's** opinion, is likely to be made against the **Contractor** or **RWE** then without affecting any rights or obligations the **Contractor** will without undue delay and at its own expense:
- (a) procure for **RWE** and/or **RWE group** the right to continue using the **deliverables** or **IPR** (or any part of them) in accordance with this **contract**; or
  - (b) modify or replace the infringing **deliverables** (or any part of them) so as to avoid the infringement or alleged infringement and as if they were defective and so as to comply with **condition 12 (Defects and Defaults)**; or
  - (c) pay to **RWE** all sums as set out at **condition 12 (Defects and Defaults)** as if the **deliverables** were defective.
- 19.12. Any breach of this **condition 19** is a material breach and **RWE** may terminate this **contract** for **Contractor's** default.
- 20. Confidentiality**
- 20.1. The **order**, these **GTC** and any other technical or commercial information of a confidential nature (either marked as such or which, by its nature, can reasonably be considered to be confidential) which the **Contractor** receives from **RWE** (or from a person acting on **RWE's** behalf) either expressly or impliedly or otherwise gleaned (**confidential information**) is strictly confidential. **Confidential information** includes any information relating to **RWE's** business or financial or other affairs or those of a member of **RWE group** or their customers, suppliers or business partners and also includes any personal data or information relating to information systems and/or networks or **RWE materials**. The **Contractor** shall not use **confidential information** except as is necessary in the performance of the **Contractor's** obligations under this **contract** and shall not disclose **confidential information** (in whole or in part) to

- any other person without **RWE's** prior written consent.
- 20.2. The **Contractor** keeps **confidential information** safe and will maintain and apply appropriate technical and organisational measures, processes and procedures to safeguard against any unauthorised access, loss, destruction, theft, use or disclosure of personal data and all confidential information. The **Contractor** will not retain the confidential information longer than is required for the performance of the **Contractor's** obligations under this **contract** or as otherwise may be required or permitted by law.
- 20.3. The **Contractor** may disclose confidential information if and to the extent that:
- (a) the **Contractor** considers it is necessary to disclose confidential information to the **Contractor's staff** or affiliated companies (*kankei kaisha*) pursuant to Article 2, paragraph 3, item 25 of the Regulation on Corporate Accounting (*kaisha keisan kisoku*) for the purpose only of performing the **Contractor's** obligations under this **contract** or professional advisers, auditors and bankers, in each case provided that the **Contractor** places similar conditions of confidentiality on those persons;
  - (b) the **Contractor** is required to do so by law or any securities exchange or regulatory or governmental body to which the **Contractor** is subject, wherever situated provided that the **Contractor** without undue delay notifies **RWE** in writing;
  - (c) it is or comes into the public domain through no fault of the **Contractor**; or
  - (d) it was previously disclosed to the **Contractor** by others without any obligation of confidence.
- 20.4. To the extent permitted by law, the **Contractor** promptly deletes, destroys or returns **confidential information** and any data stored on the **Contractor's** infrastructure promptly to **RWE** (including all copies) at **RWE's** request and confirms once any such deletion, destruction or return is complete.
- 20.5. The **Contractor** does not make any announcement or publicity statement relating to **RWE**, the **RWE group**, the **contract** or any part of it or its subject matter without **RWE's** prior written approval.
- 20.6. The **Contractor** defends and indemnifies **RWE** and the **RWE group** from and against any **loss**, incurred by **RWE** and/or the **RWE group** as a result of or in connection with a breach by the **Contractor** or the **Contractor's staff** of this **condition 20**.
- 20.7. Any breach of this **condition 20** is a material breach and **RWE** may terminate this **contract** for **Contractor's** default.
- 20.8. The obligations in this **condition 20** apply during the **term** as well as for a period of three (3) years after the expiration or termination of this **contract**.

## 21. Data Protection

- 21.1. To the extent personal data is provided in connection with the supply of **deliverables**, the **Contractor** shall process such personal data only to perform its obligations under this **contract** and in accordance with the applicable data protection laws in force from time to time, including the Act on the Protection of Personal Information (Act No.57 of 2003, as amended, (APPI)) and the General Data Protection Regulation (GDPR)

(where applicable), as a controller. The

### **Contractor:**

- (a) shall not process such personal data for any other purpose.
  - (b) protects the personal data received from **RWE** from access by unauthorised third parties by means of appropriate technical and organisational measures.
  - (c) informs **RWE** without delay in the event of suspected data breaches, other irregularities in the processing of **RWE's** data, and other changes in material circumstances of the **Contractor** concerning **RWE's** data.
- 21.2. Any breach of this **condition 21** is a material breach and **RWE** may terminate this **contract** for **Contractor's** default.

## 22. Information Security and Critical Infrastructure

- 22.1. **RWE** may ask the **Contractor** from time to time to answer questionnaires issued by or on behalf of **RWE**, participate in interviews, and provide evidence in each case relating to: information security, critical infrastructure protection and data protection. The **Contractor** warrants that its answers are and shall remain true and accurate. Any breach of this warranty or the provision of any false information by the **Contractor** is a material breach of the **contract** and **RWE** may terminate for **Contractor's** default.
- 22.2. The **Contractor** does not access and does not permit anyone to access **RWE's** computing systems without **RWE's** express written authorisation.
- 22.3. Where authorised by **RWE** in advance and in writing, **RWE** may provide the **Contractor** with access to **RWE's** computing systems.
- 22.4. Where **RWE** provides such access the **Contractor** shall employ anti-virus/anti-malware procedures, physical security measures, and shall comply with IT/OT policies and procedures that align with **RWE's** security requirements including the Cybersecurity Standard for Suppliers which can be downloaded at: <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions/terms-of-delivery-and-service/>.
- 22.5. The **Contractor** may use any access granted to it only to **deliver** the **deliverables** and any such access must be through **RWE's** agreed security gateways and/or firewalls.
- 22.6. **RWE** may terminate the **Contractor's** access to **RWE's** systems at any time without notice to the **Contractor**.
- 22.7. The **Contractor** immediately notifies **RWE** ([csirt@rwe.com](mailto:csirt@rwe.com)) of and provides assistance in connection with any suspected, actual or threatened security incidents or security breaches, unusual or malicious activity or events and/or vulnerabilities of which the **Contractor** becomes aware that may affect **RWE's** systems in any way or lead to unauthorised access to **RWE's** systems, or impacts the provision of **deliverables** to **RWE**. The **Contractor** implements and notifies **RWE** of recovery measures to minimise the impact on **RWE's** systems and restore compliance.
- 22.8. Any breach of this **condition 22** is a material breach and **RWE** may terminate this **contract** for **Contractor's** default.

## 23. Disrepute

- 23.1. The **Contractor** does not use **RWE's** information in such a way nor does it do anything that brings

RWE's name or RWE group's name into disrepute or damages or conflicts with RWE's or the RWE group's reputation, goodwill or business interests.

## 24. Marketing and Advertising

- 24.1. The **Contractor** may not, without RWE's prior written consent use:
- any information concerning this **contract**; and/or
  - photographs of RWE's sites, facilities or personnel, for reference or marketing purposes.
- 24.2. The **Contractor** may not use RWE's trade names, trademarks or logos or those of any company within the RWE group either individually or in combination with the Contractor's trade names or trade names of others.

## 25. Code of Conduct

- 25.1. RWE and RWE group are committed to the RWE Code of Conduct (**RWE Code of Conduct**) set out at: <https://www.group.rwe/en/the-group/compliance/code-of-conduct/>.
- 25.2. RWE expects the **Contractor** to accept the Principles of Conduct contained in the **RWE Code of Conduct** as a basis for cooperation between the **Contractor** and RWE.
- 25.3. RWE also expects the **Contractor** to commit to support and implement the principles on human rights, labour relations, environmental protection and combating of corruption which are established within the framework of the United Nations Global Compact Initiative ([www.unglobalcompact.org](http://www.unglobalcompact.org)), and that the **Contractor** will procure that its **staff** and its supply chain support will implement them.

## 26. Combating Corruption

- 26.1. The **Contractor** undertakes to not, directly or indirectly, in relation to any person: give or receive, offer or ask for any payment or benefit that constitutes undue financial or other advantage of any kind.
- 26.2. The **Contractor** complies with all **applicable law** relating to anti-bribery and anti-corruption and the **Contractor** ensures that neither the **Contractor** nor the **Contractor's staff** engage in any activity, practice or conduct which constitutes an offence under such **applicable law**.
- 26.3. The **Contractor** indemnifies RWE and the RWE group against all **loss** incurred and/or suffered by RWE and/or the RWE group as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition 26**.
- 26.4. Any breach of this **condition 26** is a material breach and RWE may terminate this **contract** for **Contractor's** default.

## 27. Exclusion of Anti-Social Force

- 27.1. "Anti-Social Force" means, collectively, an organized crime group, a member of an organized crime group, an individual or an entity for whom 5 (five) years have not passed since it ceased to be an organized crime group member, a quasi-member of an organized crime group, a corporation related to an organized crime group, a group that advocates violence in the guise of a social movement, a special intellectual crime group, an anti-market force, or any other individual or entity equivalent to any of the foregoing.
- 27.2. The **Contractor** warrants that neither the **Contractor** nor any of the **Contractor's** group companies nor, to the best of the **Contractor's**

knowledge, any legal representative of the **Contractor** or any of the **Contractor's** group companies is an Anti-Social Force or involved in any transaction or other relationships with any Anti-Social-Force, including through provision of funds, benefits, or any offer of unreasonably preferential treatment.

## 28. Sanctions

28.1. **Sanctions** means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the European Union (EU), its member states, or the United Nations Security Council.

**Sanctions** also means any economic or financial sanctions, import or export control regimes or trade embargoes implemented, administered, or enforced by the United States of America, or the United Kingdom, unless this constitutes a violation of any applicable blocking law, or compliance with such **sanctions** constitutes a violation of any applicable blocking law (**sanctions**).

- 28.2. The **Contractor** warrants that neither the **Contractor** nor any of the **Contractor's** group companies nor, to the best of the **Contractor's** knowledge, any legal representative of the Contractor or any of the **Contractor's** group companies is:
- a person against whom **sanctions** have been imposed;
  - owned or controlled by a person against whom **sanctions** have been imposed;
  - located in or has been registered in or has its registered office in, a country or territory against which **sanctions** applicable to itself or its government have been imposed (currently including Cuba, Iran, North Korea, Syria, Crimea and the so-called Donetsk and Luhansk People's Republics).
- 28.3. The **Contractor** complies with all **sanctions** and export control requirements applicable to it and its business activities as far as actions in connection with this **contract** are concerned.
- 28.4. The **Contractor** does not sell, supply or transfer items received from RWE to third parties if this results in the **Contractor** or RWE violating any **sanctions** or export control regulations.
- 28.5. The **Contractor** does not act or omit to act in a way which would result in RWE violating any **sanctions** or export control regulations.
- 28.6. The **Contractor** immediately informs RWE in **writing** if the **Contractor** becomes aware of any event or matter which may result in a violation of **sanctions** or export control regulations by the **Contractor** or by RWE relating to the **contract**.
- 28.7. The **Contractor** indemnifies RWE and RWE group against all **loss** incurred or suffered by RWE and/or RWE group as a result of a breach by the **Contractor** or the **Contractor's staff** of this **condition 28**.
- 28.8. Any breach of this **condition 28** is a material breach and RWE may terminate this **contract** for **Contractor's** default.

## 29. Human Rights

29.1. RWE is committed to protect human rights, labour rights and environmental regulations (together defined as "**Human Rights**") throughout its own business activities and also within its supply chains, including protecting employees from being exploited, providing decent working conditions and

occupational health and safety and adherence to international human rights standards. RWE complies with applicable national law in respect of the protection of human rights, labour rights and environmental regulations (which includes but is not limited to the German Supply Chain Due Diligence Act (“**LKSG**”)) and expects its suppliers and sub-suppliers to also commit to these principles and to comply with **applicable law**. In this respect, **RWE** refers to its Human Rights Appendix which applies within the **RWE Group** and can be consulted under <https://www.rwe.com/en/products-and-services/supplier-portal/general-conditions>. **RWE** expects the **Contractor** to accept and comply with the principles and all obligations contained in Human Rights Appendix at all times and, in particular, to commit itself to support and implement the principles on Human Rights, as stipulated therein in its own business area and towards its own supply chain. RWE provides the Contractor with training material and background information in relation to the protection of Human Rights. The Contractor shall educate and train its personnel in relation to the protection of Human Rights using this RWE material (or its own if available).

- 29.2. The Parties will collaborate in order to further assess and determine the risk for Human Rights associated with the supply chain. For this purpose **RWE** may submit questionnaires regarding typical risk areas and preventive and remedial actions having been taken and/or are required within the business area of the **Contractor** and the Contractor commits to reply to these questionnaires in due time.
- 29.3. The **Contractor** is further obliged to inform **RWE** in due time of any incident, violation of or increased risk to violate any human rights principle affecting **RWE** in its supply chain with the **Contractor**.
- 29.4. If **RWE** has received substantiated proof or reliable information, that the **Contractor** or any sub-supplier has infringed its obligations under the Human Rights Appendix, then **RWE** may request detailed information, documentary evidence or may conduct on-site inspections and / or audits (either itself or through an authorised third-party auditor).
- 29.5. If the **Contractor** evidently fails to fulfil any of the principles and refuses to implement the necessary preventive or remedial measures according to the Human Rights Appendix, **RWE** reserves, in addition to other remedies which may be available, the right to terminate the **contract** with the **Contractor** for material default.

### 30. Sustainable Supply Chains

- 30.1. **RWE** contributes to the development of sustainable supply chains and the **Contractor** hereby commits to the same. **RWE** reserves the right to include sustainability criteria in its purchasing and/or awarding decision process(es) which criteria may include but are not limited to the aim to reduce CO<sub>2</sub> intensity, commit to support renewable energy policy and decarbonisation strategy, energy efficiency, impact on biodiversity, circular economy, health and safety, and/or human rights.

### 31. Responsibilities as an Employer

- 31.1. The **Contractor** complies and procures that its **staff** comply with all **applicable law** relating to

labour or employment law, including discrimination, equality, minimum wage, employee health, safety and welfare. The **Contractor** shall also ensure that its **staff** comply with these regulations and will make available to the **Contractor’s staff** all their rights under **applicable law**. The **Contractor** indemnifies and holds **RWE** harmless from all claims, which are made against **RWE** as a result of any non-compliance by the **Contractor** or one of its **subcontractors** with AEntG (where applicable), and/or the MiLoG (where applicable) as well as any other legal regulations giving rise to liability. In particular the **Contractor** undertakes to support **RWE** with regard to the defence of alleged claims against **RWE** using its best endeavours and to provide **RWE** with all necessary information **RWE** reasonably requires.

- 31.2. The **Contractor** warrants to **RWE** that all its **staff** performing the **Contractor’s** obligations under the **contract** have all necessary rights to work and/or all necessary work permits. Without prejudice to the general obligations mentioned above or otherwise, the **Contractor** complies with **applicable law** protecting employees’ rights including those relating to: minimum wage, minimum age, health and safety regulations in relation to the **Contractor’s staff**.
- 31.3. The **Contractor** at all times during the **term** properly enforces such policies and procedures and carries out periodic monitoring of its compliance with such policies and procedures on an annual or more frequent basis.
- 31.4. In the event that the **Contractor** engages any third party **staff** in relation to any activity connected with this **contract** (including, without limitation, where the **Contractor** sub-contracts to any third party), the **Contractor** ensures that provisions equivalent to this **condition 31** are included within the **contract** or terms of engagement under which the **Contractor** appoints that third party to carry out the relevant activity connected with this **contract**.
- 31.5. Any breach of this **condition 31** is a material breach and **RWE** may terminate this **contract** for **Contractor’s** default.

### 32. Code of Conduct and Employer Responsibility Infringements

- 32.1. **RWE** has the right to use appropriate means to determine whether there is a breach of this **contract**. This includes measures pursuant to **condition 34 (Audit)**. If such breach or a potential breach is identified to have occurred, **RWE** may without prejudice to any rights or obligations under this **contract**:
- (a) issue the **Contractor** with a warning in which **RWE** requests the **Contractor** to remediate the breach/potential breach without undue delay and, if appropriate, to provide a detailed action plan, which, where necessary, is implemented without undue delay; and/or
  - (b) suspend this **contract** until the breach/potential breach is addressed or where necessary the actual breach is remedied.
- 32.2. Where the **Contractor** is given adequate opportunity to address a potential breach or to remedy an actual breach and the **Contractor** has in either case, in **RWE’s** opinion failed to do so, the **Contractor** is in material breach of this **contract** and **RWE** may terminate this **contract** for **Contractor’s** default.

32.3. The **Contractor** indemnifies **RWE** and the **RWE group** against all **loss** incurred or suffered by **RWE** and/or any company within the **RWE group** as a result of a breach of the **Contractor's** responsibilities in **condition 25**(Code of Conduct) and **31** (*Responsibilities as an Employer*) or any breach of related **applicable law**.

### 33. Records

33.1. The **Contractor** maintains during the **term** such records relating to the **deliverables** as may be necessary to trace the supply chain and to demonstrate compliance with its obligations under this **contract**, including correct invoicing, information security, obligations of confidentiality and data protection and keeps them for as long as **applicable law** requires.

### 34. Audit

34.1. **RWE** and/or **RWE's** auditors may access the **Contractor's** premises and any premises of the **Contractor's staff** during normal working hours upon giving reasonable notice as appropriate in the circumstances and audit and/or inspect all matters (including all records) at the **Contractor's** premises and/or at those of the **Contractor's staff** relating to the supply of the **deliverables** to **RWE** and the **Contractor's** compliance with its obligations in this **contract** including the **Contractor's** operations, facilities, working conditions, procedures and systems. The **Contractor** provides appropriately qualified **staff** to support such audits.

### 35. Assignment

35.1. The **Contractor** does not assign, novate or otherwise transfer any of the **Contractor's** rights and/or obligations under the **contract** without **RWE's** prior **written** consent.

35.2. **RWE** may assign or sub-license any of **RWE's** rights under this **contract** within the **RWE group** without the **Contractor's** prior consent.

35.3. Without prejudice to an assignment of any financial claim under Article 466(1) of the Japanese Civil Code, the **Contractor** does not assign receivables to third parties or have them collected by third parties, unless **RWE** gives its prior **written** consent.

### 36. Subcontracting

36.1. The **Contractor** does not subcontract any of its obligations under the **contract** or change **subcontractors** without **RWE's** prior **written** consent, other than to the extent expressly permitted in an **order**.

36.2. Any appointment of a subcontractor does not affect the **Contractor's** obligations and liabilities.

36.3. The **Contractor** is primarily liable for any act or omission of the **Contractor's staff**.

36.4. Where the **Contractor** subcontracts any of its obligations under this **contract**, the **Contractor** must ensure that terms and conditions the same as these **GTC** are included in the **contract** between the **Contractor** and its subcontractors.

### 37. Language

37.1. The language of this **contract** is English and all notices, documents, correspondence and any other information exchanged between the **Contractor** and **RWE** in relation to it shall be in English unless agreed otherwise by **RWE** in **writing**.

37.2. The **Contractor** and **RWE** agree that these **GTC** are written in English as a language of convenience

only and the English language does not affect the application and/or interpretation of these **GTC** under Japanese law. There is no recourse to English or any other law.

### 38. Escalation

38.1. If a dispute arises out of or in connection with the **contract**, the **Contractor** and **RWE** notify each other and seek to resolve the dispute through negotiations between the **Contractor's** and **RWE's** respective representatives who have the authority to settle it.

### 39. Governing Law and Jurisdiction

39.1. Japanese law applies to this **contract** and the **Contractor** and **RWE** respectively each agree to irrevocably submit to the exclusive jurisdiction of Tokyo District Court as regards any dispute, claim or matter arising under or relating to this **contract** (including its subject matter, formation and any non-contractual disputes and claims).

39.2. Application of the UN Convention on Contracts for the International Sale of Goods of 1980 (Vienna Sales Convention, Treaty Series 1981, 184 and 1988, 61) is excluded.