

## General Terms and Conditions of Business Cooperation with Zavarovalnica Sava, d.d. / Sava Insurance Company d.d.

### 1 General definitions

**Provider** – also the supplier or representative or any business entity which, based on the order of goods and services, cooperates commercially with Zavarovalnica Sava, d.d.

**Client** – also buyer or insurance company, means Zavarovalnica Sava, d.d., Slovenia ([www.zav-sava.si](http://www.zav-sava.si)) and Sava osiguranje, društvo za osiguranje, d.d. – Croatia subsidiary, Croatia ([www.sava-osiguranje.hr](http://www.sava-osiguranje.hr)).

**Tenderer** – any business entity submitting an offer.

**Order** – means a written order issued to a provider for the purchase and supply of goods or services. A written order may be executed in the form of a concluded contract, issued order form or any other written/electronically submitted request by the Client which results in the issue of an invoice and such a procurement method is arranged in the internal acts of the Client.

**Goods and services** – goods, equipment, services, work or other elements that the Client needs to perform (carry out) its activities and which is defined in the order.

**Business cooperation** – cooperation between the Client and the Provider on the basis of the concluded order.

**Parties to the order** – the Provider and the Client, which cooperate commercially on the basis of the concluded order.

**Receipt document** – a document proving receipt of supplied goods or delivered services, their quality and quantity (handover note, delivery note, or any other document attesting the supply of goods or services).

**Sava Insurance Group** – Pozavarovalnica Sava, d.d., which is the parent undertaking, and all its subsidiaries posted on the website: <https://www.sava-re.si/si/zavarovalna-skupina-sava/>.

### 2 Provisions applicable to all areas of cooperation

#### 2.1 General provisions

The General Terms and Conditions of Business Cooperation with Zavarovalnica Sava, d.d. (hereinafter: Terms of Cooperation) specifically regulate or supplement, in terms of substance, the legal relationships arising from the business cooperation between the Client and the Provider. The Terms of Cooperation shall be an integral part of any order, whereby the Client does not recognise in advance any general terms and conditions of the Provider. Any operating conditions provided upon delivery of the order in paper or electronic form shall be without any legal effect unless the Client confirms them in writing beforehand.

In order to avoid any doubt, the offer, confirmation or execution of the order itself is considered as the Provider's acceptance of the Terms of Cooperation, with which it fully agrees and confirms that it is familiarised with their content. The Client reserves the right to determine special conditions which apply over the respective Terms of Cooperation, and this is specifically defined in each order.

When the Provider accepts the order, it explicitly agrees that it is bound by the same Terms of Cooperation in a business relationship that apply on the day of the start of the individual order execution and are published on the Client's website: <https://www.zav-sava.si/sl-si/o-nas/odgovorno-poslovanje/do-deleznikov/>.

The Provider is aware of the fact that individual members of the Sava Insurance Group may be public limited companies listed on a stock exchange and, therefore, they are subject to special rules regarding the protection of inside information in accordance with the provisions of the applicable Financial Instruments Market Act. The

Provider undertakes to protect the obtained inside information as a business secret, in accordance with the provisions of applicable law and any additional instructions of the Client or instructions of the company, which is a public joint-stock company, and will not misuse it for its own account or for the account of third parties.

The Provider shall perform the work professionally correctly, in accordance with the applicable regulations, standards and practice of the profession.

Unless otherwise agreed upon order:

- the deadline for fulfilling the obligations is an essential component of the order;
- working days shall be considered days from Monday to Friday (8:00–16:00).

In order to fulfil the obligations under the order, the Provider may, as subcontractors, engage its external professional associates upon a written consent of the Client. The Provider is liable for the implementation of work or services as if they were fully executed by it. The Provider is obliged to pay its subcontractors for the work performed. If it fails to do so, the Client is entitled to directly transfer the payment to the Provider's subcontractors.

## **2.2 Demand, supply and order**

Offers are free of charge and non-binding for the Client. By submitting an offer, the Tenderer confirms that it is aware of the possibility for the Client to use its offer in order to prepare the needs, requirements and scope of the order. The Tenderer hereby authorises the Client to freely dispose of the content and supporting documentation of the offer and agrees that only the information on the Tenderer and the prices shall be considered as confidential information.

An offer shall contain at least: the subject, its quality, quantity and price, payment terms, deadline and the delivery method of the subject of the order. Unless otherwise stated in the demand, the deadline for delivery of the offer is two (2) working days from the day of receipt of the demand. The Provider is bound by the offer until the expiry of its validity period, in which the period cannot be shorter than fourteen (14) days. The offer is considered accepted if the Client confirms it in full and without any written proposals for change or amendment before the expiration of its validity.

In the event of a demand or tender, the Client shall reserve the right to:

- decline all the tenderers,
- not be obliged to give an explanation in case of non-acceptance of the offer,
- negotiate the price after the receipt of an offer,
- not be obliged to accept the items listed in the offer as an option,
- place the order in sections,
- not inform unsuccessful tenderers about the result.

The Client shall place orders to the Provider in writing. Changes or amendments to the orders are valid only if the Client confirms them in writing. The order shall include the exact address of the Provider, the subject, its quality and quantity, the preferred delivery dates and other terms required by the Provider to be able to provide correct and undisturbed service.

The Provider is obliged to confirm receipt of the order to the Client in writing within two (2) working days after the date of the issue of the order. Otherwise, the Client considers that the Provider agrees with the terms of the order and accepts the order in full, or the Client reserves the right to cancel the order without any liability. Cancellation of an order is considered timely if it is sent to the Provider before the Client receives confirmation of the order from the Provider.

Any oral agreements must be confirmed by the Client in writing, otherwise they shall not be valid. This also applies to all oral agreements after the conclusion of an order, especially those that change or supplement the order or these Terms of Cooperation.

In order to guarantee the elimination of defects during the warranty period, the Client may require the presentation of a bank guarantee (or any other appropriate and legally valid form of insurance) for an individual order.

When the Provider accepts the order, the order is concluded and becomes mutually binding, and the Terms of Cooperation become an integral part of the order.

### **2.3 Fulfilment of obligations and acceptance of goods or services**

The Provider is obliged to fulfil its obligation in accordance with the terms of the order. The fulfilment of obligations is usually carried out directly to the Client and/or to a specific location defined in advance unless otherwise agreed in the order.

The Provider is obliged to immediately notify the Client of any obstacle that would cause a delay in fulfilling the obligation. The decisive factor for the timeliness of the fulfilment of the obligation is the acceptance of the goods or services at the agreed location, which, unless otherwise agreed in writing, represents the registered address (registered office) of the Client.

The acceptance of the goods or services is implemented by signing the receipt document. The receipt document must show: type of goods or services, quantity, date and place of acceptance, order and receipt document number, name and surname of the Provider's and Client's representative, all written in CAPITAL LETTERS. The signed receipt document is used by the Provider as the basis for issuing an invoice.

### **2.4 Payment and terms of payment**

The price and terms of payment are agreed individually upon each order. The agreed price is final, and the Provider shall not have the right to modify it unilaterally. Unless otherwise stipulated in the order, the price shall include delivery and transport to the location of delivery stated in the order, including the packaging costs.

The invoice is sent to the Client immediately or no later than two (2) working days after receipt and must contain all information about the order, otherwise the Client may extend the payment deadline for the time of delay. The invoice must comply with the requirements of the applicable legislation; in addition, the Provider must indicate on the invoice the order number and order information and attach a copy of the receipt document.

The Provider undertakes to issue invoices in electronic form to the agreed address of the Client indicated in the order. Only exceptionally can the invoice be sent in paper form.

The Client shall reject the invoice not issued in accordance with the applicable legislation and/or the Client's instructions. In this case, it shall be considered that the invoice has not been issued and that the payment deadline has not started to run.

Payment is made in accordance with the conditions specified in the order. The invoice payment deadline begins on the day when the Client fully accepts the goods and services and receives the invoice.

The Client shall settle its obligation by transferring the invoiced amount to the Provider's transaction account or by offsetting (compensation).

### **2.5 Place of destination and passing of risk of destruction or damage**

The goods or services supplied by the Provider must comply with the applicable standard, and safety, environmental and other regulations. The Provider shall provide the Client with all necessary documents relating to the goods and services (construction plans, installation and assembly instructions, instructions for use and maintenance, etc.). All documents submitted by the Provider shall be written in the Slovenian language and in other languages, if so requested by the Client.

In the case of fulfilling the obligations involving installation or assembly, and in the case of services, the risk of destruction or damage passes to the Client on the day of acceptance, and in other cases on the day of arrival at the destination.

The Provider shall be liable for any damage to the goods caused by poor packaging. The Provider must remove all transport, sales and service packaging at its own expense. Unless otherwise agreed, the Provider will reimburse the Client for the cost of returned packaging that can be reused.

The Provider shall warn the Client of possible production of hazardous waste related to the respective supplied goods and services and shall separately define the way and possible disposal options. At the request of the Client, the Provider is obliged to take over the waste created during the eligible use of goods and services free of charge. If the Provider refuses to take over such waste or if such acceptance is not possible, the Client shall remove the waste and the costs of the removal are borne by the Provider.

## **2.6 Special provisions regarding the order execution**

If the subject of the order is the acquired work, the Provider must perform the work according to the approved technical documentation and use the materials the quality of which has been previously confirmed by the Client.

Before the commencement of work, the Provider shall deliver supporting documents on the material to the Client for inspection and validation (technical approvals, certificates, declarations of performance, etc.) for all incorporated materials or, if necessary, depending on the nature of the order and agreement, as well as material samples.

The Provider is obliged to keep a work log of performed tasks. Upon completion of all works, the Provider shall inform the Client that the works have been fully completed and invite it to inspect the works. Duties and responsibilities in relation to the fulfilment of protective measures are assumed by the Provider itself, in addition to which it is obliged to ensure the supervision and management of its employees.

## **2.7 Quality, complaint and warranty**

The quality and quantity of the goods and services delivered shall be determined by the parties at the place of delivery through a receipt document.

The Provider guarantees that the delivered goods and services meet the specified requirements and do not contain defects or deficiencies that would reduce its value or usability.

For any defect or deficiency in the delivered goods and services, the Client will submit a complaint to the Provider in writing (as an e-mail or complaint report) no later than eight (8) days after the acceptance of the goods and services.

The Client shall notify the Provider about hidden defects immediately after it discovers them and no later than six (6) months after the acceptance. The notification of the hidden defect shall include a description of the defect and a demand addressed to the Provider to rectify the defect.

The Provider shall send a written response to the Client regarding the complaint or a notification of the defect within two (2) working days from the date of the receipt of the complaint or the notification of the defect.

The Provider is obliged to eliminate the deficiency or defect within a reasonable deadline defined by the Client. If the Provider fails to eliminate the defect or deficiency within a reasonable deadline, it shall supply new/replacement goods or services at its own expense.

The Client is entitled to withhold payment until the defect or deficiency is eliminated. During the warranty period, the Client may withhold payment of up to 10% of the value of the order without interest as a guarantee for

warranty claims. If the payment is made in full, this does not mean that the Client acknowledges the correctness of the performance of the services nor waives the warranty or guarantee rights.

If the Provider fails to eliminate the deficiency or defect, the Client is entitled to:

- withdraw from the order in whole or in part without compensation,
- request price reduction,
- repair the defect itself, buy new goods and services or entrust the supply to a third person at the expense of the Provider,
- claim compensation instead of fulfilling the obligation.

The Provider bears the costs and risk of damage and destruction for the return of defective or deficient goods or services.

The Client is not obliged to pay for the goods and services subject to complaint (defect, hidden defect or deficiency).

The consequences of disturbances that occur in the business process due to poor quality of the shipment, quantity or another defect are borne by the Provider. The costs are calculated individually for each case.

The Provider must immediately inform the Client of any defect or deficiency in the goods or services which it is aware of, with the aim of limiting any subsequent harmful consequences. The Provider must cover all legal costs, other costs and damage incurred to the Client that are in any way related to the delivered goods and services, which are the subject of the complaint.

All forms of complaints, the existence of factual and legal errors is resolved using interpretation rules laid down in the Code of Obligations.

Unless otherwise agreed, the Provider shall issue a twelve (12) month warranty for goods and services. In the event of a complaint, the warranty period begins to run again after the defect or deficiency has been rectified.

The Provider undertakes to provide assistance to the Client in the event of litigation concerning the goods and services supplied and to provide it immediately with the name of the manufacturer, importer, subsupplier or subcontractor involved in the performance of the order and with all necessary information to defend against claims arising from the product warranty, and all necessary documentation related to the delivered goods and services.

The Provider shall be obliged to provide the Client with the spare parts for the supplied goods for at least ten (10) years after fulfilling the obligation.

If the Provider intends to stop the production of spare parts for the delivered goods, it must inform the Client immediately or no later than six (6) months before the cessation of production.

## **2.8 Deadline for fulfilment of obligations and contractual penalty**

Unless otherwise agreed by the parties to the order, the day on which the Client has placed the order with the Provider shall be considered as the start of the period to fulfil the obligation. The fulfilment of obligation is deemed timely if it is delivered to the location of performance agreed in the order, or the acceptance is made in accordance with the agreement included in the order (time and place of acceptance).

In the event of a potential delay in the fulfilment of the obligation, the Provider may, by registered letter, propose to the Client an extension of the deadline for fulfilling the obligation. After examining the eligibility for extending the deadline for the fulfilment of the obligation, the Client decides whether the Provider's proposal:

- is accepted and the deadline for fulfilling the obligations is extended as proposed;
- is accepted, but a different deadline for the fulfilment of obligation than proposed is determined; or
- is rejected.

The Client shall communicate its decision to the Provider in writing.

Unless otherwise agreed in the order, the Client is entitled to charge the Provider a contractual penalty of 0.5% of the total value of the order for each calendar day of delay, but not more than 20% of the total value of the order. The Client shall retain the right to request the compensation for damages that exceed the contractual penalty amount. The Client shall retain the right to the contractual penalty even if the Client accepts the delayed fulfilment of obligation. The Provider shall pay the contractual penalty within thirty (30) days. The Provider waives the reduction of the contractual penalty.

## **2.9 Intellectual property protection and disclosure of confidential information**

With the completed payment, the Provider transfers all its material copyrights to the Client once and for all and for all cases. The transferred rights include the Client's right to use the product, publish and distribute it in an electronic, printed or any other form and to use it in any other way. The author shall separately transfer to the Client the material copyright for processing the work in such a way that the Client is allowed to supplement it or modify it by using new or modified data and needs and that it is allowed to use the work or its parts at its own discretion. The author shall guarantee that it has the right to transfer material copyrights to the Client in the way and scope defined under this item, otherwise it shall be held responsible for all incurred loss.

Materials, samples, etc. that the Client makes available to the author for the purpose of the execution of the order shall remain in the ownership of the Client and shall be stored, marked and managed separately. The costs associated with this as well as the risk of destruction or damage of the material shall be borne by the author. The materials may only be used to carry out the order. The reserved right of the author on the materials is excluded.

The Provider warrants that the supplies, use of the goods, the services of its suppliers, the patents and copyrights of the Client which submitted the documentation will not be infringed. The Provider also undertakes to treat the orders and the work necessary for the execution as a business secret, as well as to reimburse the Client for any damage that would occur due to non-compliance with this provision.

By accepting the order, the Provider agrees to accept the undertaking not to disclose business information, data and business secrets (hereinafter: confidential data) to unauthorised third parties as well as unauthorised employees of the Provider who have no direct interest or participate in the processing of confidential data (hereinafter: unauthorised persons). The purpose of the parties to the order is to prevent significant damage that could occur to the Client in the event of disclosure of confidential information to unauthorised persons.

The Provider and the Client undertake to maintain the confidentiality of the confidential information they obtain from each other on a permanent basis and undertake not to disclose it to unauthorised persons or to use it in any way other than to carry out the order and to protect it by the degree of diligence they apply to their own confidential information, which is similar in nature to the order. The Provider and the Client shall limit access to confidential information only to those involved in carrying out the order.

Confidential information may only be used for the business cooperation in which it has been obtained.

Under this agreement, confidential information that has the nature of a trade secret or represents a secret or confidential piece of data includes any data (e.g. information, technical specifications, drafts, sketches, pictures, specifications, standards, operating instructions, constructions, reports, forms, processes, information, lists, patents, trademarks, trade secrets, computer programs, software, databases and software documentation, confidential business information containing information, know-how, information of a financial, pricing or marketing nature relating to business operations of any party to the order who discloses confidential information), transmitted in any form (materialised in the form of documents, software, promotional or presentational material, equipment or pilot projects, and dematerialised when presented verbally and identified as confidential) or through



any means (verbal or written: encoded, graphical or in any other tangible form, including any electronic, magnetic or optical form).

Confidential information does not include information that is publicly available. The request for protection of confidential data from these Terms of Cooperation ceases on the day when it or part of this data becomes public.

The Provider and Client undertake to protect the confidential information obtained within this business cooperation as a diligent manager and shall ensure that their employees involved in the business cooperation are aware of the provisions of these Terms of Cooperation so that they will protect the information provided and will know about its confidentiality. The provisions of these Terms of Cooperation are also binding for them.

The Provider and the Client are aware that any breach of the provisions of this section may cause irreparable loss to the other party. Therefore, the party who remains committed to this agreement has the right to seek judicial protection, whereby it requests from the other party to immediately cease any potential or actual breach of these Terms of Cooperation. In addition, any party in breach of the provisions of this section shall pay to the counterparty compensation of any pecuniary or non-pecuniary damage arising from the breach, and shall return any undue gain.

The obligation to protect confidential information does not cease if the Provider or the Client withdraw from the business cooperation. In case this business cooperation is terminated, the Provider and the Client shall immediately return all documentation and data to one another.

## 2.10 Processing of personal data

Where the performance of the order, any obligation arising from the order or control of the performance of the order includes the processing of personal data, Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (hereinafter referred to as: General Data Protection Regulation) and national data protection regulations applicable to the Client shall apply.

In the case of the processing of personal data for the Client, the Provider undertakes to:

- process personal data only in accordance with documented instructions of the Client, including as regards transfers of personal data to a third country or international organisation, unless this is required under European Union law or the law of a Member State applicable to the Provider; in the latter case, the Provider shall inform the Client of this legal requirement before processing the data, unless the respective law prohibits such notification on grounds of important reasons in the public interest;
- ensure that the persons authorised to process personal data are bound by confidentiality or are bound by confidentiality under the relevant law;
- adopt all measures required under Article 32 of the General Data Protection Regulation, whereby the Provider shall provide the Client with information on implemented measures;
- not to employ another processor without the prior special or general written consent of the Client. In the case of general written consent, the Provider shall inform the Client of any intended changes to the employment of additional processors or their replacement, by which it enables the Client to object to such changes; if the Provider commissions another processor to execute specific processing activities on behalf of the Client, the respective processor, based on this agreement or other legal act in accordance with the European Union law or law of other Member State, is bound by the same data protection obligations as they are laid down in the agreement or other legal act between the Client and the Provider, in particular the provision of sufficient guarantees for implementing appropriate technical and organisational measures so that data processing meets the requirements of the General Data Protection Regulation. If the respective other processor fails to comply with the data protection obligations, the Provider remains fully liable to the Client for the performance of the obligations of the other processor;
- by taking into account the nature of data processing, assist the Client with all appropriate technical and organisational measures, as far as possible, in fulfilling its obligations to respond to requests for exercising

- the rights of the data subject under Section III of the General Data Protection Regulation;
- assist the Client in complying with the obligations set out in Articles 32 through 36 of the General Data Protection Regulation, taking into account the nature of the processing and the information available to the Provider;
  - in accordance with the decision of the Client, delete or return all personal data to the Client after the completion of the processing services and destroy the existing copies, unless the European Union law or the law of a Member State prescribes the storage of personal data;
  - provide the Client with all the information necessary to demonstrate compliance with the obligations under this Article and enable the Client or any auditor authorised by the Client to carry out and participate in audits, including reviews, whereby the Provider shall immediately inform the Client if, in its opinion, the instruction breaches the General Data Protection Regulation or other provisions of the European Union or the data protection regulations of the Member States;
  - conclude a specific agreement with the Client or adopt another legal act in accordance with European Union law or the law of a Member State which establishes the obligations of the Provider as a processor to the Client as a controller, specifying the content and duration of the processing, the nature and purpose of the processing, the type of personal data, categories of data subjects, and rights and obligations of the Client as a controller, and by which the performance of obligations of the Provider referred to in previous indents or any other relationships related to the personal data protection are governed in more detail.

### **2.11 Sustainable development**

The Provider commits to the responsible use of resources with a view to conserving nature and the environment and, in accordance with the principles of the rights of future generations, undertakes to comply with the applicable legislation and relevant environmental protection standards in performing its operations. In its operating activities, the Provider must prevent pollution of the environment, streamline consumption of resources, promote sustainable production and consumption, and ensure that substances that have a harmful effect on the environment and human health are replaced. The Provider must ensure the continuous improvement of the quality and environmental impact system. The Provider undertakes to raise awareness and educate its employees on the importance of environmental protection and to minimise the impact of its products and services on the environment throughout their life-cycle.

The Provider is obliged to comply with the applicable social and labour legislation, including international labour standards and the Universal Declaration of Human Rights, and shall not circumvent the provision of rights to employees by concluding other forms of work that could constitute covered employment.

### **2.12 Health and safety at work**

The Provider guarantees that in carrying out the works from the order it will act in accordance with the provisions of the Health and Safety at Work Act (hereinafter: ZVZD 1) and will take into account all special hazards and requirements while performing the work based on the order.

In order to ensure compliance with the provisions from the ZVZD-1, the parties shall be obliged to:

- carry out and organise work at the joint site in accordance with the order and the applicable legislation in the field of safety and health at work so as to ensure the safety and health of its employees and the safety and health of employees of other employers, visitors and other persons at the site of the Client, and to prevent the risk to their health and safety;
- observe the fire regulations, the extract from the fire regulations, the rescue plan, the valid house rules and all instructions for the safe work of the Client;
- ensure that the Provider's employees are covered by health and disability insurance, professionally trained, medically fit and trained in health and safety and fire safety, and use the prescribed work and appropriate protective equipment;



- ensure that all work tools and equipment used on the joint site are properly inspected and flawless, which the parties to the order can prove by appropriate certificates, which are accompanied by instructions for safe work;
- adequately secure and mark the work site where the Provider will carry out the work and prevent access to unauthorised persons in the event of danger of injury and health damage;
- store or use hazardous and harmful substances at the work site only in the necessary amounts and in accordance with safety data sheets for individual hazardous substances;
- make sure that the escape routes always allow free passage of persons and vehicles;
- inform their employees about the necessary safety measures and requirements mentioned in this item.

The Provider hereby states that all its employees underwent a medical examination and health and safety at work training and fire protection training. In addition, all its employees were informed about the safety statement with risk assessment, instructions for safe work and were informed about the hazards occurring within the scope of their work.

The Provider undertakes to implement all safety measures in accordance with the regulations and to provide its employees with appropriate protective equipment in line with the type of works they are performing.

The responsible person of the Provider undertakes to ensure constant supervision over the implementation of safety measures for all its workers on the site.

The Provider shall not be allowed to arbitrarily use the material, devices or machines that are owned by the Client or anyone else. The Client shall not use the Provider's work material.

Smoking or the use of an open fire at the work site is forbidden.

The responsible person of the Client or the responsible person of the Provider shall retain the right to stop the works on the joint work site if it finds that other contractors do not observe the prescribed, agreed or necessary safety regulations which might jeopardise the safety and health of the employees, visitors and other persons at the worksite or in the Client's facilities, or, which might cause material damage to the facility or devices.

The costs of stopping the work shall be borne by the person who caused the stopping of the work due to non-compliance with safety regulations. Work can only continue once all security measures have been taken.

### **2.13 Reporting obligation**

The Provider undertakes to notify the Client in writing about any status amendments as soon as it is possible.

The parties to the order undertake to notify each other of the possibility of instituting a bankruptcy proceeding as soon as such proceeding become likely.

In the event of a suspicion of insolvency, the party to the order has the right to request information from the other party about the danger of initiating bankruptcy proceedings or about difficulties in doing business due to insolvency.

If the Provider is a sole proprietor, it undertakes to notify the Client immediately by means of a registered letter if it obtains at least 80% of its annual income from the Client and does not employ other people.

### **2.14 Anti-corruption clause**

The Provider and the Client agree that at any stage of the conclusion or execution of the order, no contracting party has and will not offer, give or promise any illicit benefit to any employee and member of the management or supervisory bodies of the counterparty, in exchange for:

- obtaining an order; or

- concluding an order on more favourable conditions; or
- omit due supervision of the implementation of an order, or
- other conduct or omission which has or may have caused damage to the counterparty or made it possible to obtain undue advantage to any employee and member of the management or supervisory bodies of the counterparty.

In case of infringement or attempt of infringement of this clause, the already concluded order shall be void. If the order has not started to be used yet, it is deemed that the Agreement has not been concluded or the order has not been placed.

### **2.15 Conflict of interest management**

The conflict of interest on the part of each party to the order is any private interest of the executives or employees involved in the implementation of this order or any private interest of the immediate family members of these employees that could adversely affect the diligent, economical, fair and efficient implementation of this order.

The Provider and the Client hereby declare that no circumstances have been identified with respect to the conclusion of this order that constitute or may constitute a conflict of interest.

Each party shall immediately notify the other of any perceived conflict of interest during the term of this order.

The Provider and the Client undertake to take all necessary measures to manage the risks that may arise from any conflict of interest, primarily, but not exclusively, by:

- the exclusion of persons with a conflict of interest from all further proceedings related to the performance of the order or other measures that reasonably prevent such persons from influencing the performance of the order;
- implementing supervision procedures over the actions of persons involved in a conflict of interest;
- by engaging another person to verify and approve on an ongoing basis all actions performed by a person with a conflict of interest in connection with the performance of the order.

Each party to the order is responsible for implementing measures relating to persons acting on such party's behalf and/or for their account. The measures taken need to be communicated to other parties. If any party cannot implement the necessary measures without the involvement of the other, the parties shall reach an agreement regarding the implementation of such measures.

The Provider and the Client undertake to protect, subject to applicable law, the confidentiality of all data and information obtained related to the reporting of any conflict of interest, and personal data will be processed in compliance with applicable personal data protection regulations.

### **2.16 Exclusivity**

Due to the scope of business and specific knowledge that the Client may bring to the joint development of the goods and services, the parties agree that the Provider may not provide the same goods and services without the prior explicit written consent of the Client as to the Client, for other companies engaged in the same or similar activity as the Client.

The parties explicitly specify the exclusivity in the order.

## **3 Specific provisions applicable to certain areas of business cooperation**

In addition to general provisions of the business cooperation, the provisions defined below shall apply and be used for business cooperation in an individual, specific area.

The provisions defined under:

- Item 3.1 shall apply and be used for business cooperation in the field of construction and maintenance of real estate;
- Item 3.2 shall apply and be used for business cooperation in the field of information technology.

### **3.1 Specific provisions for business cooperation in the field of construction and maintenance of real estate**

In performing the services, the Provider is obliged to comply with the rules of the so-called “state-of-the-art building techniques”, i.e. the state applicable at the time of design or building and means the level of development of the technical performance of construction products, processes and services based on recognised scientific, technical, engineering and building findings while taking into account reasonable costs.

### **3.2 Specific provisions for business cooperation in the field of information technology**

Software designed specifically for the Client is considered accepted if, in accordance with the specification, it has operated satisfactorily and without defects for at least four weeks during trial operation. In case of doubt, this period shall run from the date of commercial use of the software by the Client.

Under warranty obligations, the Provider is obliged to ensure the Client free-of-charge access to all versions of the software containing corrections (i.e. “updates”). In addition, the Provider shall commit to provide the Client with at least five (5) years of maintenance service for the supplied software in line with the prevailing market conditions.

Unless otherwise agreed, the Provider must hand over the source code on an appropriate electronic medium (DVD, etc.) to the Client for the delivered software at the latest upon handover. The Provider must also provide the Client with all system passwords and all other necessary instructions (instructions for use, content and structure of the data carrier, program and data flow plan, testing procedures, testing programs, error handling, etc.) that the Client needs for smooth software management.

By handing over the source code, the copyrights on the software are transferred to the Client so that the Client can use the software indefinitely in modified or unaltered form, reproduce, modify or use and exploit it in any other way without the need for any consent from the Provider or without having to pay any additional compensation to the Provider.

The Client shall obtain the software copyrights for the entire world for the period defined by the legislation of the Republic of Slovenia concerning the copyright and in unlimited scope. All payments for material copyrights are presumed to be already included in the contractual payments under the order.

The Client shall have the right to transfer software copyrights forward whether in return for payment or free of charge without the Provider's consent.

If the Provider develops the software based on software from other producers (e.g. Microsoft, IBM, Oracle, etc.), the Provider shall ensure that the Client is entitled to modify the developed software; however; the Provider shall not be obliged to submit the original code for the software made by these other producers.

By accepting the order, the Provider agrees to be aware of the Client's activity and is aware that:

- the Client is subject to constant supervision by auditors, the Insurance Supervision Agency (ISA), the Croatian Financial Services Supervisory Agency (HANFA) and other competent supervisory authorities and agrees to enable a possible audit or control of the ordered goods and services;
- the Client shall comply with EIOPA guidelines on outsourcing the services to cloud service providers in the case of orders considered to be outsourced related to the use of cloud services.

#### 4 Final provisions

Any issues not specified in the order and/or the operating conditions in terms of regulation of mutual relationship between the Provider and the Client shall be governed by the law of the Republic of Slovenia, or in the case of Sava osiguranje, d.d. – Croatia subsidiary, the law of the Republic of Croatia, unless the parties to the order agree otherwise in writing.

Any disputes arising between parties to the order shall be settled by agreement and in the interest of permanent cooperation. If no agreement is reached, the parties agree that the court with substantive jurisdiction in Maribor, or in the case of Sava osiguranje, d.d. – Croatia subsidiary, the court with substantive jurisdiction in Zagreb, has jurisdiction to resolve disputes.

In the case of concluding an order at the level of the Sava Insurance Group, the Terms of Cooperation/purchase conditions of the company of the Sava Insurance Group that are most beneficial for the Client, or the Terms of Cooperation/purchase conditions agreed with the order apply.

The Provider is aware and explicitly agrees that the data relating to an individual order will be processed in the Client's computer system.

The Provider is obliged to comply with the Terms of Cooperation from the day on which an individual order is executed and are valid until revoked.

The Terms of Cooperation are published on the websites of Zavarovalnica Sava, d.d. [www.zav-sava.si](http://www.zav-sava.si) and Sava osiguranje, d.d. – Croatia subsidiary [www.sava-osiguranje.hr](http://www.sava-osiguranje.hr).

Maribor, 01/03/2021