



General conditions of business cooperation with Sava Re d.d.

1. Meaning of terms used

Supplier (service provider) – business entity supplying goods to the Company.

Buyer (client) – the company Sava Re d.d. and all companies of the Sava Insurance Group.

Order – written order given to the supplier for the purchase and supply of goods. The written order may take the form of a contract concluded or a purchase order issued.

Good – goods, equipment, services or copyright work listed in the buyer's order.

Parties to the purchase process – the buyer and the supplier as in the placed order.

Acceptance document – a document confirming the quality and quantity of the goods supplied and accepted (acceptance record, delivery note, purchase order, other documents evidencing the delivery of the good).

Sava Insurance Group – all members of the Sava Insurance Group as presented on the website: <https://www.sava-re.si/sl-si/zavarovalna-skupina-sava/organiziranost/>.

2. General provisions

2.1. These General conditions of business cooperation (hereinafter: the conditions of cooperation) with Sava Re d.d., Dunajska Cesta 56, 1000 Ljubljana, Slovenia (hereinafter: the buyer) apply to all orders issued by the buyer to the supplier.

2.2. If a supplier receives an order from Sava Re in respect of two or more companies of the Sava Insurance Group, the Sava Re conditions of cooperation apply. Any exceptions may be agreed by order or contract.

2.3. These conditions of cooperation regulate certain relations arising from the business cooperation between the buyer and the supplier. They are solely and fully applicable to the buyer's purchase procedures, and the buyer does not recognise any general conditions of the supplier unless otherwise agreed in writing.

2.4. To avoid any doubt, it is deemed that to offer, confirm or execute an order constitutes the supplier's acceptance of the general conditions, which the supplier fully agrees to. The buyer reserves the right to determine specific purchase conditions for an individual purchase procedure, which apply on top of the general conditions and which are specifically defined in such order or contract concluded.

2.5. The buyer shall not be bound by any terms or conditions of cooperation sent by the supplier along with goods, either in hardcopy or softcopy, unless specifically confirmed by the buyer in writing.

2.6. By these conditions of cooperation, the supplier is also informed of them and agrees that the data obtained in the purchase process will be processed in the buyer's computer system.

2.7. The supplier takes note of the fact that Sava Re is a public limited company listed in an organised market and, thus, subject to special provisions regarding inside information under the Market in

Financial Instruments Act. The supplier undertakes to protect any inside information obtained as a trade secret in accordance with applicable legislation and any additional instructions of Sava Re, and undertakes not to abuse such information, neither for own nor for any third-party account.

3. Enquiry, offer and order

3.1. In the event of an enquiry or tender, the buyer reserves the right to:

- select no offer,
- negotiate a lower price after receiving an offer,
- disregard parts of the offer designated as options,
- place part of the order with other suppliers,
- refrain from providing explanations if no order is placed, and to refrain from notifying tenderers that have not been selected.

3.3. Offers made by the supplier are free of charge and non-binding on the buyer. Offers must include all information requested by the buyer in the enquiry, but at least: item, quality, quantity and price, payment terms and conditions, and delivery method. In some cases, samples are a required element of the offer. Unless specified otherwise in the enquiry, the due date for submission of offers is 2 working days from receipt of the enquiry. The supplier is bound by the offer made until its expiry; which must not be earlier than 14 days after the offer date. Offers are deemed accepted, if confirmed by the buyer in its entirety and without any written proposals for amending them by placing a purchase order or signing a contract before the expiry of the order's validity.

3.4. The buyer generally places orders with the supplier in writing. To be valid, any oral agreements must be confirmed by the buyer in writing. This also applies to any oral agreements made after the transaction has been signed, in particular to agreements that supplement either an order or these general conditions.

3.5. Orders must include the exact address of the supplier, the item, quality and quantity, requested delivery period, place of delivery and other conditions and instructions required for the supplier to execute the order in an accurate and smooth manner.

3.6. The supplier shall notify the buyer of acceptance of an order within two (2) work days of the order's issue date. Otherwise, it is deemed that the supplier agrees with the conditions of the order and accepts the order in full, and the buyer reserves the right to cancel the order without any liability for damages. The supplier cannot change the content of a buyer's order in the purchase order confirmation note. Cancellation of an order is deemed timely if sent to the supplier before the buyer has received the purchase order confirmation from supplier.

3.7. Once the supplier receives and confirms the order, the sale is deemed concluded and is mutually binding, with the conditions of cooperation forming an integral part of the order.

4. Supply and takeover of goods

4.1. The supplier shall supply the goods in accordance with the terms of the order. Generally, goods are supplied directly to the buyer and/or to a predefined place, except if otherwise stipulated in the order.

4.2. Goods supplied must comply with applicable safety, environmental and other regulations. Upon receipt of the goods, the supplier must make available to the buyer all necessary documentation (assembly plans, instructions for installation and erection, instructions for use and maintenance instructions, and such like). The supplier shall deliver the full documentation in Slovenian, at the buyer's request in other languages as well.

- 4.3. The supplier shall immediately notify the buyer of any circumstances that may result in a delay in supply. The timely delivery of goods relates to the delivery to the agreed location, which is the buyer's registered address (place of business).
- 4.4. The takeover of goods is confirmed by signing an acceptance document. The acceptance document must show: type of goods, quantity, date and place of takeover, order number, full name of representative of supplier and buyer in CAPITAL LETTERS. The signed acceptance document constitutes the basis for the supplier's issuing of invoices.

5. Place of destination and transfer of risk of loss

- 5.1. For deliveries involving installation or erection and for services, the risk of loss passes on to the buyer on the date of takeover, while for other deliveries, this shall be the arrival date at the place of destination.
- 5.2. The supplier is liable for any loss due to improper packaging. The supplier must, at their own expense, remove all transport, sales and service packaging. Unless otherwise agreed, the supplier shall reimburse the buyer for return of any packaging that can be reused.
- 5.3. The supplier shall warn the buyer about any potential creation of hazardous waste arising from goods and indicate possible disposal options. At the request of the buyer, the supplier shall accept, free of charge, any hazardous waste arising from the delivery and proper use of purchased goods. If the supplier refuses to accept such waste or such acceptance is not possible, the buyer shall organise the disposal of waste, the costs of which are borne by the supplier.

6. Delivery deadline and penalty for late delivery

- 6.1. Unless the parties have agreed otherwise, the delivery term starts on the day when the buyer issues the purchase order to the supplier. The delivery of goods is deemed to be completed in time if the takeover has been carried out in accordance with the agreement in the order (delivery date, delivery time).
- 6.2. Unless otherwise agreed in the order and if goods have been delivered late, the buyer has the right to charge liquidated damages of 0.5% of the total order value for each started calendar day of delay, but no more than 20% of the total value of the purchase order. The buyer reserves the right to claim damages in excess of the amount of liquidated damages. The buyer retains the right to impose a penalty for late delivery even after accepting the late delivery.
- 6.3. In case of a delay, the buyer reserves the right to withdraw from the order upon expiry of a reasonable extension of delivery term granted to the supplier. Where the delivery term is an essential part of the order, the buyer is not obliged to grant an extension of the delivery term.

7. Special provisions on rendering services ordered

- 7.1. The supplier must perform services in line with the approved technical documentation. Services must be carried out professionally, accurately, in accordance with applicable regulations, standards and professional practices and with the use of materials the quality of which has been previously approved by the buyer.
- 7.2. Prior to starting works, the supplier shall deliver evidence on the adequacy of all materials, devices and systems to be installed.
- 7.3. The supplier may complete the order with the support of external professional partners as subcontractors subject to prior approval by the buyer. In this regard, the supplier is liable for works

or services thus rendered in the same way as if rendered by the supplier. The supplier shall meet all obligations to subcontractors for works carried out, otherwise the buyer reserves the right to make payments directly to the supplier's subcontractors.

- 7.4. The supplier shall keep a logbook of works carried out. After the end of each phase and after the end of all works, the supplier must notify the buyer thereof, requesting review of such works. After the completion of works, the supplier shall hand over all warranty documentation relating to installed appliances or systems to the buyer.

8. Payment and payment terms

- 8.1. Prices and payment terms are agreed through negotiation of the offer and confirmed for each order. The agreed price is final and the supplier cannot unilaterally change it. Unless otherwise agreed, the price includes delivery and transport to the place of delivery stated in the order, including all costs of packaging, transport and disposal.
- 8.2. The supplier immediately sends an invoice to the buyer, but no later than eight (8) days after the takeover. The invoice must comply with statutory regulations and must include a copy of the acceptance document; the invoice must include the order details (order number and date). If the invoice is not complete, the buyer may reject it or request its completion with the payment term extended by the time of the delayed delivery of the appropriate documents.
- 8.3. To meet the goal of paperless operations, the buyer may request that invoices are issued in electronic form and mailed to the buyer's agreed address. Only exceptionally will the buyer accept a supplier's paper-based invoice.
- 8.4. The buyer will reject any invoice that does not conform to statutory requirements or with the buyer's instructions, in particular, relating to data about the purchase order and rules on tax obligations. In such a case, the invoice is deemed not to have been issued and the payment period not to have started to run.
- 8.5. Payment must be made in accordance with the conditions laid down in the order. The term for payment of an invoice starts to run on the date when the buyer has completely accepted the goods and received a properly issued invoice including all required attachments.
- 8.6. The buyer shall settle amounts due by bank transfer to the supplier's bank account or by offsetting.

9. Quality, complaints and warranty

- 9.1. The parties establish the quality and quantity of the goods upon delivery, confirming it by an acceptance document.
- 9.2. Upon delivery of the goods, the supplier guarantees that the goods meet the agreed conditions and are free from faults that would reduce their value or usefulness.
- 9.3. For any non-compliance in the goods delivered, the buyer will send a complaint to the supplier, in writing (as an email or complaint record) no later than 8 days after the goods have been taken over.
- 9.4. The buyer immediately reports hidden defects to the supplier as soon as they are established, but not later than 6 months after the takeover has been completed. The notice on hidden defects must include a description of defects and a request to remedy them.

- 9.5. Upon receipt of a complaint or notice of defect, the supplier shall send the buyer a written response within two (2) work days.
- 9.6. The supplier shall resolve the complaint or remedy the defect within a reasonable time set by the buyer. If the supplier does not remedy the defect within a reasonable time, the supplier shall deliver new or substitute goods at the supplier's cost.
- 9.7. The buyer is not obliged to accept goods that the buyer has rejected with good cause or that are subject to a complaint. The buyer may withhold payment until the defects or deficiencies are remedied. A full settlement does not constitute the buyer's confirmation of completeness of delivery of goods nor waiver of any rights under guarantees or warranties.
- 9.8. The parties of the purchase process may agree that over the warranty period, the buyer may withhold up to 10% of the amount due under a purchase order as security for warranty claims, non-interest bearing.
- 9.9. If the supplier fails to resolve a complaint or remedy a defect, the buyer has the right to:
- withdraw, fully or partly, from the order without compensation,
 - require a reduction in the price,
 - remedy defects by themselves or buy new goods or order services from a third party,
 - require compensation for the loss.
- 9.10. The supplier shall bear the cost and risk of loss in respect of a return of defective goods delivered.
- 9.11. Any consequences of a disturbance to the business process due to poor quality, quantity or any other fault is born by the supplier. The level of compensation is calculated on a case-by-case basis.
- 9.12. The supplier shall immediately notify the buyer of any defects of its goods that the supplier is aware of in order to limit any potential adverse consequences.
- 9.13. The supplier must, at the supplier's own expense, defend the buyer in all legal proceedings in respect of goods delivered brought by third parties against the buyer and shall reimburse all costs and expenses incurred by the buyer in the process.
- 9.14. Unless otherwise agreed, the supplier shall grant a twelve (12) month's warranty on goods. The warranty period begins on the day the goods are taken over by the buyer and, in case of a complaint, resumes to run once the fault has been remedied.
- 9.15. The supplier undertakes to offer the buyer assistance in the event of legal proceedings relating to the goods supplied, and immediately provide to the buyer the name of the manufacturer, importer, sub-supplier or subcontractor involved in the completion of the purchase order, including all necessary information to defend against product liability claims, as well as all necessary documentation relating to goods delivered.
- 9.16. The supplier shall supply the buyer with spare parts for at least ten (10) years after delivery of goods. If the supplier establishes that the manufacturer stopped producing spare parts for any supplied good, the supplier must notify the buyer thereof immediately, but no later than six (6) months before the end of production.

10. Special provisions for hardware and software

- 10.1. Unless otherwise agreed, hardware and software shall be regarded as a single unit.

- 10.2. Software specially designed for the buyer is deemed to have been taken over if it has run satisfactorily and without errors in accordance with specifications during a minimum four-week trial period. In case of doubt, this period starts to run on the first day of commercial use of software by the buyer.
- 10.3. As part of its warranty obligations, the supplier shall make available to the buyer, free of charge, all software versions that contain error corrections (updates). In addition, the supplier undertakes to provide maintenance services to the buyer for the software supplied for at least five (5) years at prevailing market conditions.
- 10.4. Unless otherwise agreed, the supplier shall, no later than at the handover, provide the buyer with the source code for the supplied software, using an adequate electronic media (DVD, USB and similar). In addition, the supplier shall hand over to the buyer all system passwords and all other instructions (instructions for use, content and structure of the data carrier, data flow program and plan, procedures for testing, test programs, error handling, etc.) required by the buyer for the smooth management of the software.
- 10.5. On delivery of the source code, all copyrights pertaining to software are transferred to the buyer so that the buyer can make unlimited use of the software in modified or unmodified form, reproduce, alter, use or exploit it in any other way, without the consent of the supplier or payment to the supplier of any extra fees.
- 10.6. The copyright on software acquired by the buyer is granted worldwide, for as long a period as the laws of the Republic of Slovenia grant protection for copyright and unlimited in scope. Settlement of the invoice is deemed to settle all obligations to acquire all economic rights in copyright.
- 10.7. The buyer may transfer the copyright in a piece of software against payment or for free without the consent of the supplier.
- 10.8. If the supplier has developed its software on the basis of third party software (e.g. Microsoft, IBM, Oracle and similar), the supplier shall ensure that the buyer has the right to modify the developed software, whereas the supplier is not required to provide the source code related to any software of other vendors.
- 10.9. The buyer reserves the right to perform testing of the supplier's IT environment in order to ensure that the buyer's information assets and databases are adequately protected. Environments that may be involved in such testing include, but are not limited to, the following circumstances:
 - Uninterrupted implementation of business processes
 - Ensuring business continuity, including preparedness and recovery after disasters
 - Monitoring of recovery testing after disasters
 - Processes for data backup, copying, recovery and transfer, including on-site verification that the backup media are readable, on-site verification of records / data management devices;
 - Procedures and conditions of data protection privacy, including the right to conduct a basic data security/privacy assessment and to conduct periodically planned penetration tests.

11. Contract suspension, amendment and withdrawal

- 11.1. The buyer reserves the right to request, at any time, from the supplier to suspend the fulfilment of the purchase order. If the suspension lasts for more than three months, the supplier may submit to the buyer a detailed inventory of costs so incurred. After three months' suspension, the supplier may start charging such costs, excluding those relating to the first three months, to the

buyer. Any loss of expected profits does not count towards costs incurred due to suspension of fulfilment of order.

- 11.2. Contracts concluded for an indefinite period may be cancelled by any party to the purchase process by giving three (3) months' notice. The buyer may cancel such a contract without notice if compulsory settlement or bankruptcy proceedings are initiated against the supplier. If the contract is cancelled, the supplier is entitled to payments for goods delivered, but not for loss of expected profits or any other loss.
- 11.3. To be valid, amendments to contracts concluded must be in writing.

12. Protection of intellectual property, business secrets and confidential information

- 12.1. The supplier declares to possess all rights to transfer to the buyer the economic rights in copyright in the supplied goods, or otherwise to be liable for any loss. By accepting the payment, the supplier transfers, once and forever and for all cases, all economic rights in copyright in the goods supplied. Such transfer includes the right of the buyer to use the work, publish and distribute it in softcopy, hardcopy, or in any other form or exploit it in any other way. The supplier, in particular, transfers to the buyer the economic rights in copyright relating to the processing of the copyright work in such a way that the buyer can amend or use individual parts at the buyer's discretion.
- 12.2. Materials, samples and such like made available by the buyer to the supplier for the purpose of performing the order remain the property of the buyer and must be stored, labelled and managed separately. Any related costs as well as the risk of loss of or damage to materials are borne by the supplier. Materials may be used solely for the performance of the contract.
- 12.3. The supplier shall ensure that no patents, trademarks or copyrights of the buyer are violated by supplying, using goods or by the supplier's use of services of suppliers who have been sent any documentation by the buyer. The supplier shall treat the buyer's orders, including any documentation provided to this end, as a trade secret.
- 12.4. A trade secret or confidential information constitutes any data (e.g. information, technical specifications, drafts, sketches, pictures, specifications, standards, operating instructions, constructions, reports, forms, processes, information, lists, patents, trademarks, computer programs, software, databases and software documentation; information, know-how, financial information of a pricing or marketing nature relating to business operations of any party to the purchase process) transmitted in any form or through any means: verbal or written: encoded, graphical or in any other tangible form, including any electronic, magnetic or optical form, materialised in the form of documents, software, promotion and presentation material, equipment and pilot projects, and dematerialised when presented and identified as a trade secret or as confidential.
- 12.5. In no case may any authorised person or worker of any party to the purchase process without the express permission of the counterparty's authorised person make available any trade secrets or confidential data to an unauthorised person.
- 12.6. It is the intention of the parties to the purchase process to prevent any loss that may arise due to the disclosure of confidential information. The term "trade secret" also includes data that would evidently result in considerable loss if known by any unauthorised person.
- 12.7. The supplier and buyer undertake to permanently protect the confidentiality of information to be obtained from one another and undertake not to disclose it to any unauthorised person nor use it for any purpose other than for the purchase process, and that they will protect it with the same degree of care as used for their own confidential information.

12.8. Confidential information does not include information that is publicly available. The requirement for protecting confidential information under these general conditions ceases on the day when such confidential information or part of it becomes public.

12.9. The duty to protect confidential information does not cease if either the supplier or the buyer withdraws from business cooperation. If the business cooperation ceases, both the supplier and the buyer shall immediately return to the other party all the materialised documentation containing confidential information.

13. Personal data processing

13.1. Where the performance of a contract, any obligation arising from a contract or the supervision of the performance of a contract involves the processing of personal data, there are applicable: 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: General Data Protection Regulation) and national personal data protection regulations that apply to the client.

13.2. As regards the processing of personal data for the client, the service provider undertakes:

- to process the personal data only on documented instructions from the client, including with regard to transfers of personal data to a third country or an international organisation, unless required to do so by Union or Member State law to which the service provider is subject; in such a case, the service provider shall inform the client of that legal requirement before processing, unless that law prohibits such information on important grounds of public interest;
- to ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
- to take all measures required pursuant to article 32 of the General Data Protection Regulation, providing the client with information on which measures are in place;
- not to engage another processor without prior specific or general written authorisation of the client. In the case of general written authorisation, the service provider shall inform the client of any intended changes concerning the addition or replacement of other processors, thereby giving the client the opportunity to object to such changes. Where the service provider engages another processor for carrying out specific processing activities on behalf of the service provider, the same data protection obligations as set out in the contract or other legal act under Union or Member State law between the client and the service provider shall be imposed on that other processor by way of a contract or other legal act, in particular providing sufficient guarantees to implement appropriate technical and organisational measures in such a manner that the processing will meet the requirements of the General Data Protection Regulation. Where that other processor fails to fulfil its data protection obligations, the service provider remains fully liable to the client for the performance of that other processor's obligations;
- taking into account the nature of the processing, to assist the client by appropriate technical and organisational measures, insofar as this is possible, for the fulfilment of the client's obligation to respond to requests for exercising the data subject's rights laid down in Chapter III of the General Data Protection Regulation;
- to assist the client in ensuring compliance with the obligations pursuant to articles 32 to 36 of the General Data Protection Regulation taking into account the nature of processing and

the information available to the service provider;

- at the choice of the client, to delete or return all the personal data to the client after the end of the provision of services relating to processing, and to delete existing copies unless Union or Member State law requires storage of the personal data;
- to make available to the client all information necessary to demonstrate compliance with the obligations laid down in this article and allow for and contribute to audits, including inspections, conducted by the client or another auditor mandated by the client, informing the client promptly if, in the service provider's opinion, any instructions are in breach of the General Data Protection Regulation or other data protection provision of the European Union or any Member State.
- to enter into a contract with the client or adopt another legal act under Union or Member State law, that is binding on the service provider with regard to the client and that sets out the subject-matter and duration of the processing, the nature and purpose of the processing, the type of personal data and categories of data subjects, and the obligations and rights of the client as the controller. That contract or other legal act is to stipulate, in detail, the performance of the service provider's obligations set out in the above indents and any other relationships regarding personal data protection.

14. Duty to cooperate in audit

- 14.1. Aware of the buyer's business activities and the fact that the buyer is subject to ongoing external audits and the supervision of the insurance regulator (Slovenian Insurance Supervision Agency), the supplier agrees to allow that agreed and performed services are examined by the buyer's internal audit, any external auditor designated by the buyer or the regulator – the audit group.
- 14.2. The buyer shall notify the supplier of any planned audit of agreed and performed services at least seven (7) days before the start of the audit. The scope of the audit reviews is limited to exclusively the agreed and performed services processes and activities carried out by the supplier for the buyer.
- 14.3. The audit team shall perform its activities during the normal working hours of the buyer and the supplier. The supplier shall ensure adequate access to the audited areas, including infrastructure, staff and existing documentation, as well as an adequate working space for the audit team, which includes internet access and necessary access to the software.
- 14.4. During the audit, the supplier shall provide the audit team with access to all the original documentation and data related to the supplier, both hard-copy and soft-copy, necessary to achieve the audit objective. The audit team has the right to obtain the necessary data and information on the supplier or purchased goods by appropriate direct access to data media containing such data and information.
- 14.5. For the purpose of an audit, the supplier shall allow the buyer to use auditing software and other tools for accessing and compiling data and preparing reports from data files and databases containing data owned by or relating to the supplier or relating to the purchased goods.

15. Health and safety at work

- 15.1. The supplier undertakes to perform this order in compliance with the law on health and safety at work and will comply with any special protocols, measures and requirements arising in the completion of tasks in order to perform any order.

- 15.2. For the purpose of ensuring health and safety at the buyer's premises or work site, the parties to the purchase process shall:
- carry out and organise work on a common work site in accordance with the applicable legislation on health and safety at work in such a way as to ensure the health and safety of their employees and that of employees of other employers, visitors and other persons;
 - comply with the prescribed fire order, excerpts from the fire order, rescue plan, applicable house order and all instructions for safe work of the buyer;
- 15.3. When performing work at the buyer's premises or work site, the supplier shall:
- ensure that the supplier's employees have health and disability insurance, are trained in health and safety and instructed in fire safety, are medically fit and, when required, use the prescribed means of production, equipment as well as the appropriate personal protective equipment;
 - ensure that all means of production to be used by employees are properly examined, in perfect condition and equipped with instructions for their safe operation;
 - adequately protect and sign-post the work site to be used for works and prevent the access of unauthorised persons where there is a risk of injury and danger to health;
 - store substances that are dangerous and hazardous to health in only the necessary quantities and in compliance with the relevant safety data sheets;
 - ensure that evacuation and emergency routes are clear and free from obstruction at all times;
 - inform their employees of required safety measures.
- 15.4. The supplier must not arbitrarily interfere with the means of production, devices or machines owned by the buyer or anyone else. The buyer must not interfere with the supplier's means of production.
- 15.5. The use of open fire without the presence and oversight of a qualified firefighter is prohibited on the premises and work sites of the buyer.
- 15.6. Smoking is prohibited on the buyer's premises.
- 15.7. The buyer has the right to stop work on premises or at the work site if the buyer finds that workers do not comply with the prescribed, agreed or necessary safety regulations and measures, which could harm the health or safety of employees, visitors or other persons at the work site or in buyer's buildings or may cause physical damage to buildings or apparatuses.

16. Duty to inform

- 16.1. The supplier undertakes to immediately notify the buyer of any change in status.
- 16.2. In the event of a suspected insolvency, the buyer has the right to request information from the supplier about the potential risk of insolvency proceedings or about difficulties in cooperation with each other and further business due to insolvency.
- 16.3. The supplier undertakes to notify the buyer of the potential risk of bankruptcy proceedings, as soon as such proceedings become likely.
- 16.4. If the supplier is a sole trader without employees, the supplier is required to immediately inform the buyer in writing should 80% of the supplier's annual revenue be sourced from the buyer.

17. Exclusive commitment

- 17.1. Due to the volume of business and the specific knowledge that the buyer contributes to the joint development, the supplier generally must not, without the express prior written consent of the buyer, provide services of the same kind as provided to the buyer for other companies carrying out the same or similar activities as the buyer.
- 17.2. The parties to the purchasing process agree on the existence of an exclusive commitment at the time when an order is placed or a contract made.

18. Anti-corruption commitment

- 18.1. At no stage of the contract negotiation or performance will the buyer or the supplier offer, give or promise any undue advantage to any employee, member of the management or supervisory bodies of the counterparty in order to:
 - gain business or
 - do business under more favourable conditions, or
 - neglect due supervision over the implementation of any order or
 - commit any other act or omission that has resulted or could result in any loss for the counterparty or any undue advantage for any employee and member of the management or supervisory bodies of the counterparty.
- 18.2. A breach or attempted breach of the anti-corruption commitment referred to in the previous point will null and void an order that has already been completed. If an order has not yet started being processed or used, it is deemed to never have been placed.

19. Management of conflicts of interest

- 19.1. A conflict of interest is any private interest of a senior employee or an employee involved in the implementation of this purchase process or the private interest of any close family member of such an employee that may have a negative influence on the prudent, economical, fair or effective implementation of the purchase of goods.
- 19.2. Each party shall immediately notify the other of any perceived conflict of interest.
- 19.3. In the event of a perceived conflict of interest, the parties to the purchase process, in order to manage any risk arising out of the conflict of interest, shall exclude from further procedures any persons involved in a conflict of interest and take other measures that effectively prevent such persons from exerting any influence on the implementation of the purchase process.

20. Commitment to sustainable development

- 20.1. In compliance with the buyer's sustainable development strategy, it is expected that suppliers disclose their policies with regard to the natural environment, human and labour rights, quality assurance and monitoring and all factors contributing to the well-being of society at large.
- 20.2. Suppliers disclose their policies by completing a questionnaire that is an integral part of these general conditions. As a rule, the completed questionnaire is part of the offer documentation.

21. Final provisions

- 21.1. Business concluded in accordance with these conditions of cooperation is governed by the laws of the Republic of Slovenia, unless otherwise agreed.
- 21.2. Any issues not regulated in these conditions of cooperation are governed by the applicable Slovenian Obligations Code (Obligacijski zakonik), the Value Added Tax Act and other relevant laws.
- 21.3. The parties to the purchase process will settle any misunderstandings that occur in the process by mutual agreement and in the best interest of both parties. In the absence of an agreement, disputes are settled by the court of competent jurisdiction in Ljubljana.
- 21.4. These conditions of cooperation are effective for an indefinite time and apply to all orders placed as from 1 March 2021.
- 21.5. These conditions of cooperation are available on the website of Sava Re d.d., at <https://www.sava-re.si/sl-si/>.

Ljubljana, 3 March 2021