

## **GENERAL TERMS AND CONDITIONS FOR SERVICES IN IT AREA IN RAIFFEISEN BANK KOSOVO J.S.C (further as GTCSITs)**

### **1. DEFINITIONS**

**Contract** means the respective agreement in writing for the supply of the Services as well as any purchase order, purchase agreement, scope of work, statement of work, etc. in connection with the Contract concluded between the Customer and the Supplier and containing the description of the Services and other respective provisions.

**Customer** means the Raiffeisen Bank Kosovo J.S.C purchasing the Services from the Supplier.

**In writing** means to be in written form by means of letter, fax or pdf-copy attached to email and signed by the Supplier and/or the duly authorized representatives of the Customer (as applicable).

**Parties** means jointly the Supplier and the Customer and "**Party**" means any of them.

**RBKO** means Raiffeisen Bank Kosovo J.S.C with its address at Rr. Robert Doll Street no.99, Prishtinë.

**Services** mean the system integration services in the IT area provided by the Supplier to the Customer including the result/product/outcome of the Services rendered.

**Supplier** means the entity selling the Goods and/or providing the Services to the Customer

**GTCSIT** means the General Terms and Conditions for Services in IT Area in Raiffeisen Bank Kosovo J.S.C.

### **2. OFFER and SCOPE**

**2.1** These GTCSITs shall apply to all purchases of Services by the Customer from Suppliers, if the Services performed are considered as outsourced European Banking Authority Guidelines on Outsourcing Services shall apply.

**2.2** The Contract shall contain further provisions in relation to description and content of the Services, such as, timeframes and deadlines, purchase price for the Services, acceptance procedures, particular obligations of the Parties and any other necessary provisions.

**2.3** These SITs shall be an inseparable part of the Contract. In case of discrepancies between this SITs and the Contract, the respective provisions of the Contract shall prevail.

**2.4** Any intended changes to the Contract (also if made over the telephone or verbally) will only become binding on the Parties once agreed upon in writing by the Parties. However, any individual order in connection with the Contract may be made by the Customer also in electronic form. The Supplier is obliged to check its respective e-mail account on a daily basis and to confirm such order of the Customer as soon as possible. In any case an electronic order of the Customer shall be deemed accepted by the Supplier unless the Supplier does object to such electronic order of the Customer within 2 days after such order has been sent by the Customer.

**2.5** The Supplier shall not assign or transfer its right and obligations under the Contract to any other person or subcontractor without explicit consent issued by the Bank.

**2.6** The Supplier shall not be entitled to employ third parties for performing the Contract, except if prior approved by the Customer in writing (such approval not to be unreasonably withheld). The Supplier shall assume full responsibility for such third parties and the employment of such third parties shall not release the Supplier from its obligations in relation to the Contract.

**2.7** The Services shall be offered and provided at a fixed price. In case the Parties have agreed that the Services are charged on the basis of hours worked and expenses incurred (time and material based agreement) the Supplier has to provide an estimate of the fees for the Services and a maximum amount for such Services. Such maximum amount must not be exceeded by the Supplier. No price shall be increased during the term of the agreement. Such restriction shall not apply in case the price is VAT inclusive and there is a legislative change in the applicable VAT percentage.

### **3. PERFORMANCE**

**3.1** The Services shall be performed in the place and at the date and time agreed upon by the Parties in the Contract).

**3.2** The place of performance shall be the place where the Services have to be performed in accordance with the Contract.

**3.3** The Supplier shall be responsible for the project implementation and the project documentation and shall provide the Customer with respective status reports on a regular basis and upon request.

**3.4** In case the Supplier is not able to perform the Services in the place or at the date and time agreed upon by the Parties in the Contract due to circumstances outside the Supplier's control (e.g. vis major, strike, natural disasters, acts of war), the Customer may – in its sole discretion – agree to a prolongation of the time for performance. In case the Supplier does not agree to such prolongation the Customer shall be entitled to rescind the Contract without facing any claims from the Supplier.

**3.5** In respect to any delay in the agreed terms of performance of Services, the Customer reserves the right to charge a penalty fee the amount to be determined in the Contract. In case the delay exceeds certain days (to be determined in the contract), the Bank shall be entitled to rescind this agreement with immediate effect. In this case, the Supplier shall be obliged to pay 30% of the agreed sum of the agreement. The Supplier shall not be entitled to assert any claim for damages.

**3.6** The right of the Bank to claim additional damages shall remain unaffected by the contractual penalty as and in particular, but not limited to, shall encompass any costs incurred by the Bank for the procurement of replacement of Services from another Supplier.

**3.7** The Supplier may deviate from the agreed upon terms and conditions for provisions of Services only provided that it has informed the Customer accordingly in advance of such intended deviation and the Customer has provided his written consent thereto. More specific provisions in the SITs shall remain unaffected.

**3.8** The Supplier shall provide the Customer with detailed work sheets for the Services performed including detailed information on the Services rendered, the working times of the persons performing

such Services and any costs and expenses connected therewith. Such work sheets shall be provided to the Customer together with the invoice or every month (whatever occurs earlier).

**3.9** The Supplier shall provide the Customer with any necessary documentation in relation to the Services, such as administration, licenses, user and installation manuals free of charge. To the extent reasonable feasible the documentation shall be provided in local language of the Customer and in English.

**3.10** Upon completion of the agreed Services the final acceptance procedure shall be commenced.

**3.11** After the final acceptance (further as "**Final Acceptance Decision**") made by the Customer's representative or steering committee (if established) pursuant to the agreed upon acceptance procedure the Services shall go life.

**3.12** Risk in the Services shall be and remain vested in the Supplier until the Final Acceptance Decision upon which it shall become vested in the Customer.

**3.13** Post implementation support shall be agreed upon in the Contract.

#### **4. PROJECT STEERING AND IMPLEMENTATION**

**4.1** Each Party shall appoint one or more representative(s) responsible for the steering, management and supervision of such Party's project team.

**4.2** The Parties may also agree to appoint a steering committee. Such steering committee shall in particular be responsible for the supervision of the progress of the project and for decisions on matters submitted to it by the representatives.

**4.3** In the Contract the Parties shall further agree on the matters to be directed to the representatives and the steering committee and on the respective escalation procedure. In case the Contract does not contain such specific provisions any matters that cannot be resolved by the representatives of the project teams of the Parties within 8 days shall be referred to the steering committee. Also matters that concern costs and deadlines shall be referred to the steering committee (if established).

**4.4** In general, all decisions of the representatives and the steering committee shall be made in writing and unless any decision has been made in writing it shall not be binding upon the Parties.

**4.5** Meeting of the steering committee shall be convened upon request of either representative. The Parties can also agree that the steering committee meets periodically.

**4.6** During the time any matter is pending before the representatives or the steering committee the performance of the Services shall be continued unless the Customer informs the Supplier otherwise.

#### **5. CHANGE REQUEST**

**5.1** During the project implementation both Parties may request that the contents of the Contract will be changed, or additions will be made. Such circumstances can, in particular, be based upon changes

necessary or appropriate for achieving the agreed objective or to adopt the Contract to a changed environment.

**5.2** Changes to the Contract require the written agreement of both Parties to take effect and shall also contain the respective change, the reason for the change and the expected impact of the change on the project.

**5.3** Requests for changes or additions made by the Customer shall be submitted in writing to the Supplier's representatives.

**5.4** If, in the opinion of the Supplier, the changes or additions requested by a Customer may have an effect on deadlines, milestones or costs, such shall be notified to the Customer within 5 working days under detailed and binding indications of the effect on deadlines, milestones or costs, together with a binding reasonable offer. If Customer agrees with the offer of the Supplier, such shall be notified to the Supplier in writing within 14 working days; otherwise the offer of the Supplier shall be deemed denied. Minor change requests of the Customer shall be carried out by the Supplier free of charge.

**5.5** Also the Supplier is entitled to make suggestions for changes addressed to the representative of Customer. The suggestions for changes shall contain, in binding manner, information on any effects on deadlines, milestones or costs. If the representative of the Customer does not approve in writing such suggestion for change within 14 working days, such suggestions shall be deemed denied.

**5.6** A change request shall not be implemented until a respective duly signed agreement of both Parties is in place.

## **6. PAYMENT**

**6.1** After the Goods have been delivered or the Services been performed in conformity with the Contract the Supplier shall issue its invoice.

**6.2** The invoice shall contain at least the following information:

- Name and address of the Supplier and the Customer
- Unique invoice number
- Amount and description of Goods and/or Services
- Purchase Price
- Purchase Order Number
- Payment Terms and Payment Date
- Registration and Tax number of the Supplier and the Customer -VAT (if any)
- Date and Signature of Supplier

**6.3** In case the invoice does not contain all these information the Customer is not required to accept the invoice and the time for payment does not start before the Customer has been provided with an invoice containing all these information.

**6.4** Unless agreed otherwise the agreed Purchase Price for the Goods and/or the Services shall already encompass any VAT or other tax the Supplier is subject to (levies, taxes, duties or other charges) as well

as any other costs due in connection with the Goods or Services (e.g. delivery, packing, handling, insurance, travel expenses, travel time, out-of-pocket costs, accommodation etc.).

**6.5** The Supplier shall provide the Customer with all necessary information in order to avoid any double taxation. In case the Supplier fails to do so all such costs shall be borne by Supplier.

**6.6** The Customer shall settle the accepted invoice within 28 days after its receipt

**6.7** All payments shall be made by bank transfer only to the account of the Supplier held with a bank in the country of the Supplier. Each Party shall bear its own costs in connection with such transfer

**6.8** The Purchase Price shall be denominated in Euro. In exceptional cases the Customer and the Supplier may agree in writing that the Purchase Price shall be denominated in any other currency or that the Purchase Price which is denominated in Euro shall be paid in other currency. In the latter case the Parties shall agree on an exchange rate between Euro and the respective currency before signing the Contract.

## **7. PROPRIETARY RIGHTS AND INFRINGEMENT**

**7.1** The Customer acknowledges that it does not own or will not own any intellectual property rights in the Services. However, any developments made by the Supplier upon request of the Customer shall be for the benefit of the Customer. The Customer is entitled to use any intellectual property rights or licenses of the Supplier in connection with the Services.

**7.2** The Supplier shall indemnify and keep the Customer fully and effectively indemnified against all and any proceedings, actions, claims, demands, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) losses and damages arising from or incurred by reason of any infringement or alleged infringement of intellectual property rights of any person by reason of the possession or use by the Customer of the Services or any part thereof, provided that the Customer shall notify the Supplier in writing of any such allegation of infringement made to the Customer.

**7.3** The Customer shall at the Supplier's request and expense allow the Supplier to conduct and/or settle all negotiations and litigation resulting from such claims and the costs incurred or recovered in such negotiations and litigations shall be for the Supplier's account. The Customer shall at the Supplier's request give the Supplier such reasonable assistance as the Supplier may require in connection with such negotiations and litigation subject to the Supplier reimbursing all reasonable costs and expenses incurred by the Customer in so doing.

**7.4** In the event of an alleged infringement of intellectual property rights the Supplier shall at its own expense and as soon as reasonably practicable modify or replace the infringing Services or any part thereof to avoid such infringement (provided that any such replacement or modification shall comply with the Contract and be of no lesser functionality than the allegedly infringing material) and the Supplier shall indemnify the Customer against any and all proceedings, actions, claims, demands, costs, expenses (including but not limited to legal costs and disbursements on a solicitor and client basis) losses and damages arising from or incurred by the Customer by reason of the period of such modification or replacement.

## **8. WARRANTY**

### Non-Performance

**8.1** In case the Services are separable or delivered in several installments the Customer in its sole discretion can decide to apply its right only with regard to the Services not yet performed.

**8.2** The Supplier shall not be entitled to any damage claim in case the Customer rescinds the Contract.

### Defects of Services Delivered

**8.3** The Supplier warrants that the Services will be performed in the manner agreed upon in the Contract or commonly expected in the ordinary course of business and that the Services comprise the agreed upon quality/specifications and that such Services will be – for the longer of (i) 90 days after performance of the Services and (ii) the tenor of the Contract – free from defects in material and workmanship under normal use and be fit for the agreed use or the purpose commonly expected in the ordinary course of business. The warranty period shall be extended by such period of time, during which the defective Services cannot be used by the Customer in accordance with the Contract due to any defects.

**8.4** In case the Services are performed but not in the manner agreed upon in the Contract or commonly expected in the ordinary course of business or do lack the agreed upon quality/specifications, the Customer shall not be obliged to pay the Purchase Price and shall have the right to request at its sole discretion either (i) the performance of the Services in the manner agreed upon in the Contract or commonly expected in the ordinary course of business, or (ii) a reasonable reduction of the Purchase Price, or (iii) – after providing a reasonable grace period for the performance of the Services in the manner agreed upon in the Contract or commonly expected in the ordinary course of business – rescission of the Contract. All costs in connection with the remedies provided in this Cause 7.4 shall be borne by the Supplier.

## **9. DEFECT CLASSES AND RESPONSE TIME**

**9.1** After the Final Acceptance Decision, the classification of any error or defects shall be determined by the Customer at the time such error or defect is notified to the Supplier and the Supplier will respond to a fault call report from the Customer in accordance with the following timescales depending on the severity level agreed between the Customer and the Supplier for the fault.

**Defect class 1** means an error in the production environment that inhibits all or a substantial functionality which materially disrupts the Customer's business or substantially all of the Services from functioning in accordance with the Contract. Such error is both severe and mission critical. The Supplier shall provide a phone or e-mail acknowledgement of such defect within 1 hour and an action plan within 4 hours for the development of a patch or work around for such error.

**Defect class 2** means an error in the production environment where major functionality of the Services is inhibited, but such error does not materially disrupt the Customer's business. The Supplier shall provide a phone or e-mail acknowledgement of such defect within 4 hours and an action plan within 12 hours for the development of a patch or work around for such error.

**Defect class 3** means an error in the production environment where a feature of the Services is inhibited, but such error does not materially disrupt the Customer's business. The Supplier shall provide a phone or e-mail acknowledgement of such defect within 4 hours and an action plan within 24 hours for the development of a patch or work around for such error.

**9.2** The Supplier shall remedy any defects at its own costs unless such defect is caused by operating mistakes of the Customer. In the latter case such remedy services will be charged by the Supplier to the Customer based on applicable pricing terms.

**9.3** In case the Supplier is not able to remedy the defect within a reasonable period of time the Customer shall be entitled to request the remedy of the defect from a different source or a reasonable reduction in the Purchase Price. Any such costs shall be borne by the Supplier. Possible damage claims of the Customer shall remain unaffected.

## **10. TERMINATION**

**10.1** The Customer shall be entitled to rescind the Contract: (a) in accordance with Clause 2.4, 2.5 or 7.4; (b) if the Supplier is or becomes unable to pay its debts as they fall due, or suspends or threatens to suspend making payments with respect to all of its debts, or takes any corporate action, or other steps or legal proceedings are commenced, for its liquidation, termination, dissolution, or reorganisation; or to initiate its bankruptcy or liquidation, either voluntary or compulsory, or a claim is brought to a relevant court to declare either it insolvent (bankrupt), or external management or bankruptcy management is adopted in respect of it, or it is declared bankrupt or goes into liquidation; (c) if for other reasons the Supplier cannot be expected to fulfil its obligations in relation to the Contract; (d) if the adherence to the Contract would cause undue hardship to the Customer due to important reason occurred after the conclusion of the Contract.

**10.2** Possible damage claims of the Customer shall remain unaffected by such rescission.

## **11. IDEMNIFICATION**

**11.1** The **Supplier** shall indemnify and save harmless the Bank, its directors, officers, employees, servants and agents, from and against any and all losses, claims, demands, damages, actions, causes of action, costs and expenses (including legal expenses) the Bank may sustain or incur, arising directly or indirectly by reason of: (a) any breach of this Agreement by the **Supplier**, or any agent, employee, director, officer or sub-Agreement or of the **Supplier**; (b) the acts or omissions of the **Supplier**, or any agent, employee, director, officer or sub-Agreement or of the **Supplier** including any injury to or death of any person or any damage to any and all persons or property, whether deliberate, accidental or through negligence. This indemnity will survive termination of the Agreement.

## **12. SUPPLIER REPRESENTATIONS**

**12.1** The Supplier warrants and represents to the Bank that the Supplier or any of his Sub-contractors, agents or servants have not offered to give or agreed to give to any member, employee or representative of the Bank or any third party any gift or payment, consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this Agreement or for showing or forbearing to show favor or disfavor to any person in relation to this Agreement. Any such practice will be grounds for terminating this Agreement with immediate effect and/or taking any other corrective action as appropriate (including civil or criminal action).

The previous paragraph shall also apply to any change, addendum or amendments to the Agreement.

### **13. CONFIDENTIALITY**

**13.1** The RBKO Non-Disclosure Agreement or RBKO Confidentiality Undertaking concluded between the Supplier and the Customer shall be an inseparable part of the Contract and the respective provisions shall be incorporated into this GTCs mutatis mutandis. Raiffeisen Bank Kosovo processes personal data of natural persons in accordance with the Law no. 06/L-082 for Personal Data Protection and the General Data Protection Regulation 2016/679 (GDPR).

**13.2** Supplier provides its explicit consent to RBKO that the personal data provided or any data that may be available later may be processed or stored for the purpose of performing the Contract to which the Supplier is a party or in order to take steps at the request of both parties prior to entering in a contract , evaluating the tender bid and any other legitimate purpose within the limits of the applicable data protection law.

**13.3** In addition Supplier warrants to RBKO that it has obtained all the necessary consent of their employees, members of their management boards, supervisory board, owners and beneficial owners to disclose their personal data or any other data to RBKO for the purpose of performing the Contract to which the Supplier is a party or in order to take steps at the request of both parties prior to entering in a contract , evaluating the tender bid and any other legitimate purpose within the limits of the applicable data protection law.

**13.4** The Supplier agrees and authorizes the Bank that the personal data provided and any other data which may be available later may be used and exchanged between the members of Raiffeisen Bank Kosovo and its partners inside and outside the country, Central Bank of Kosovo and the entities and institutions authorized by the applicable law for collecting and receiving such data.

### **14. GOVERNING LAW AND JURISDICTION**

**14.1** The Contract and any non-contractual obligations arising out of or in connection with it shall be governed by Kosovo laws without reference to its conflict of laws rules.

**14.2** Any disputes arising out of or in connection with the Contract shall be finally settled by competent courts of Kosovo.

### **15. MISCELLANEOUS**

**15.1** Contract may be executed by the Supplier and the Customer in any number of counterparts, each of which shall constitute an original.

**15.2** The RBKO Non-Disclosure Agreement or RBKO Confidentiality Undertaking concluded between the Supplier and the Customer shall be an inseparable part of the Contract and the respective provisions shall be incorporated into these SITs mutatis mutandis. In addition, the Supplier provides its explicit consent that any data of or in relation to the Supplier may be stored or processed in electronic form and/or used by the Customer within the electronic data processing system of RBI Group within the limits of any applicable data protection law. . Raiffeisen Bank Kosovo processes personal data of natural persons in accordance with the Law no. 06/L-082 for Personal Data Protection and the General Data Protection Regulation 2016/679 (GDPR).



**15.3** The Supplier has taken note of the Raiffeisen Bank International Code of Conduct for Suppliers ("CoC") and agrees that the Customer when entering into the Contract or performing thereunder shall have the right to give precedence to the CoC. However, the Supplier shall not be entitled to rely on, nor to derive any rights from the CoC. The CoC can be reached in link:

[https://www.raiffeisen-kosovo.com/Uploads/Richtext/Files/Group%20CoC\\_EN.pdf](https://www.raiffeisen-kosovo.com/Uploads/Richtext/Files/Group%20CoC_EN.pdf)

**15.4** The Supplier shall not transfer its rights and obligations in relation to the Contract without the prior written consent of the Customer.

**15.5** The Supplier accepts full and sole responsibility for the payment of all fees, taxes, duties and other charges, including VAT, which are or may be imposed by the governmental or other administrative or tax authorities in compliance with law and regulations applicable in Kosovo.

**15.6** If the Services performed by the Supplier, include royalties and/or licenses, the withholding tax for royalties in compliance with applicable Laws in Kosova, shall be applied and withheld by the Bank and transferred directly to the Kosova tax Administration. Upon Supplier request the Bank shall provide a certificate of tax withholding.

**15.7** In case the Supplier is a consortium or other contractual joint venture the leading partner shall be liable towards the Customer for all and any responsibility regarding the implementation and execution of the Contract, including but not limited to the fulfillment of responsibilities and obligations provided in the Contract, payment of taxes and duties, payment of compensation and indemnification to the Customer etc. regardless of any contrary provision of the consortium agreement or any other agreement or arrangement between the partners. Any official communication regarding execution of the Contract shall be made by the Customer to and through the leading partner.

**15.8** If any provision of the Contract shall be or become partly or wholly void, the remaining conditions will continue to apply. The void provision or the void part of the provision shall be deemed replaced by a legally valid provision, which comes as close as possible to the commercial meaning and purpose of the void provision or void part of the provision. This principle shall also apply mutatis mutandis in case of any contractual gaps.

**15.9** Except if agreed in writing by the Customer any general terms and conditions of the Supplier shall not apply. In case the Customer has agreed in writing that the general terms and conditions of the Supplier shall be applicable the provisions of this SITs and the Contract shall prevail.

**15.10** The Supplier has to comply with all applicable laws, rules and regulations and shall keep the Customer indemnified for any such violation.

**15.11** The Bank reserves the right at any time, including but not limited to during the term of this Agreement to enter into any agreements or arrangements with any other entity or entities for provision of Services, including those describe above.

**15.12** Nothing in this agreement or elsewhere shall obligate the Bank to purchase any amount or quantity of the Services, or to guarantee a minimum purchase of Services

**15.13** The Customer shall not be liable to the Supplier for any damages unless such damages are caused by the Customer's gross negligence or willful misconduct and such damage claims shall be limited to

direct financial losses of the Supplier. In no way shall the Customer be liable for any indirect or consequential damages, loss of production, loss of profit, etc

## 16 PERFORMANCE OF SERVICES

**16.1** The **Supplier** shall provide the **Services** ordered pursuant to the Agreement but not later than the delivery dates specified in the Agreement. Any exception to this Performance Date, the Service Provider must notify the **Bank** and obtain prior approval in writing.

**16.2** In respect of delays in the agreed terms of the performance of the **Services** or delivery of **Goods**, the **Bank** reserves the right to charge penalty fee in the amount of 3%, of the invoice, for each day of delay until the date the **Services** are actually performed or **Goods** are delivered.

**16.3** In case the delay exceeds 3(three) calendar days, the **Bank** shall be entitled to terminate this agreement with immediate effect. The **Supplier** shall be obliged to pay 30% (thirty) of the agreed sum of the agreement. In such a case, the **Supplier** shall not be entitled to assert any claim for damages.

**16.4** The right of the **Bank** to claim additional damages shall remain unaffected by the contractual penalty as and in particular – but not limited to – shall encompass any costs incurred by the **Bank** for the procurement of replacement **Services** or **Goods** from a different **Supplier**.