

General Terms and Conditions for Services

1 Application and scope

1.1 These General Terms and Conditions (hereinafter "GTCs") set down rules for the conclusion, content and performance of contracts for services, in particular planning, engineering, consulting, studies, monitoring services, technical services, management and other services performed by the contractor for Centralschweizerische Kraftwerke AG (hereinafter "Client") that are contractual in nature.

1.2 The GTCs and the Code for Business Partners (hereinafter "Code") in their versions prevailing at the time the contract is concluded form an integral part of the relevant contract. They shall apply unless different written agreements have been concluded in individual cases by the parties to the contract. General terms and conditions and a code for business partners of the contractor shall only apply if they have been expressly consented to in writing in the contract.

1.3 Should discrepancies exist between the contract, the GTCs and the Code, then primarily the rules laid down in the contract and secondarily those laid down in the GTCs shall apply.

2 Performance

The nature and scope of the services shall be defined by the accepted tender or shall be set forth in the contract. Amendments or additions to the contract shall be made in writing.

3 Execution

3.1 The contractor undertakes to fulfil the contract expertly and carefully. It shall safeguard the interests of the Client to the best of its knowledge and in good faith.

3.2 The contractor shall inform the Client regularly about the progress of the work and shall immediately indicate to the Client in writing any circumstances that jeopardise fulfilment according to the contract. The Client has the right at all times to undertake checks and to obtain information with respect to all parts of the contract. The contractor shall inform the Client immediately and comprehensively in writing of identifiable deviations from the agreed processing workload and of all developments that for technical or financial reasons make an amendment to the agreed performance appear appropriate.

3.3 At the request of the Client the contractor shall at any time give account of its business management and shall issue all documents (such as interim reports, calculations, etc.) that it has created within the framework of the contract.

3.4 The contractor shall make the Client aware in writing of disadvantageous consequences of the latter's instructions (in particular in respect of deadlines, quality and costs) and shall caution the Client against inexpedient orders and requests.

4 Employees and subcontractors of the contractor

4.1 For performance to be provided in Switzerland the contractor shall comply with all applicable rules and provisions under prevailing Swiss law for itself and its employees insofar as these apply to it. In particular, the contractor undertakes to comply with minimum pay and employment conditions prescribed by Swiss federal laws, ordinances of the Federal Council and applicable collective bargaining agreements and standard employment contracts declared generally binding (such as working time and rest time, minimum holiday duration, health and safety in the workplace, protection of pregnant women, women who have recently given birth, children and young people, and non-discrimination, specifically equal treatment of men and women).

If temporary workers are used, the provisions of legislation on temporary workers must also be adhered to. The use of temporary staff from abroad is not permitted (Art. 12 (2) of the Swiss Federal Employment Placement Act (Arbeitsvermittlungsgesetz - AVG).

For performance provided from abroad, the contractor shall furthermore comply with all applicable rules under legislation on foreign nationals, residence, posting, reporting and permits and with labour market rules.

If the provision of material performance under the contract in conformity with it by the contractor or its subcontractors is jeopardised by legally effective official directives or if, by ten working days before provision of the contractual performance is intended to start, no corresponding approval for provision of the contractual performance in Switzerland has been re-

ceived, then the Client is entitled to terminate this contract early without warning or the setting of a subsequent date. The Client shall then not owe the contractor any payment. The contractor shall be responsible to the Client for any damage from delays and for any additional costs resulting from provision of the same contractual performance by a third party.

- 4.2 In connection with the provision of all contractually agreed performance the contractor is obliged, on request from the Client, to demonstrate to it without delay its adherence to all applicable rules and provisions for itself and its (temporary) employees by furnishing meaningful documents. The Client reserves the right to carry out checks and to take necessary measures at any time.

In the case of performance provided from abroad, the contractor shall, when signing the contract or in any case before work begins, demonstrate entitlement to work in Switzerland (Art. 91 of the Swiss Federal Act on Foreign Nationals (Ausländergesetz - AuG)).

- 4.3 The contractor shall in general fulfil the contract personally and is not permitted to place the Client under any obligation towards third parties. The contractor shall use only carefully selected and well-trained employees and shall give consideration in particular to the Client's interest in continuity. At the Client's request the contractor shall replace employees within a useful time frame that do not have the requisite specialist knowledge or otherwise jeopardise fulfilment of the contract.

The onward assignment of work under this contract to a subcontractor requires written approval from the Client. (Multiple) onward assignment from the subcontractor level is permitted only if expressly envisaged in the written approval. Written approval shall be obtained from the Client before the work concerned begins, with submission of the contract to be concluded with the subcontractor.

In the case of approved onward assignment of work, the contractor shall obtain a written undertaking from the subcontractor, in a manner that is at least equivalent, to comply with all applicable provisions and rules pursuant to paragraph 4 and to demonstrate its compliance, to prohibit the onward assignment of work or, if (multiple) onward assignment is approved, to obtain undertakings from further subcontractors with respect to these

obligations. Furthermore, the contractor shall have the right granted to it to carry out checks and to take necessary measures as required.

- 4.4 Despite approval for onward assignment, the contractor remains fully responsible to the Client for provision of all performance under the contract in conformity with the contract and is liable to the Client in full for compliance with paragraph 4.

5 Remuneration

- 5.1 The contractor shall bill the services based on time worked with a maximum remuneration limit (cost ceiling) or at a fixed price. It shall outline the types of costs and rates in its tender.

- 5.2 Payment shall normally be made in Swiss francs and shall cover all outlays that are necessary for due fulfilment of the contract, in particular all ancillary costs such as expenses, secretarial costs, social security contributions and other payments for illness, disability or death as well as public taxes (e.g. VAT). Inflation shall be taken into account only if this is expressly agreed in writing.

- 5.3 Invoicing shall be monthly if based on time worked; in the case of fixed prices, invoicing shall take place after services have been performed or pursuant to the payment plan, if one has been agreed. Invoices shall be paid within 60 days of receipt.

- 5.4 If down-payments have been agreed on, the contractor shall provide, upon request, a suitable and certain bank guarantee as security, valid until completion of all performance at no cost to the Client.

- 5.5 If the contractor bills its services according to hours worked, it shall attach time-sheets as approved by the Client to its invoices.

- 5.6 If the contractor reduces its list prices before completing the contract, the remuneration shall be amended accordingly.

6 Intellectual property rights

- 6.1 All intellectual property rights that arise through fulfilment of the contract shall be retained by the Client. The contractor shall ensure by way of formal agreement that no personnel employed by it or by any third parties that it commissions are entitled to any copyrights or patent rights arising from the work product.

- 6.2 The contractor undertakes to defend against claims of third parties for breach

of intellectual property rights without delay and to cover all costs including payments of damages that are incurred as a result by the Client.

- 6.3 The Client undertakes to notify the provider without delay of such claims and to furnish the provider with all documents useful to it for the purpose of defence unless confidentiality reasons make it impossible.

7 Default

- 7.1 The parties shall be automatically considered in default if they fail to comply with contractual deadlines defined as subject to default; in the case of other deadlines, they shall be in default only after receiving a reminder and an appropriate extension of time.

- 7.2 If the contractor does not meet the deadline as agreed in the contract, or the extension of time, if any, it shall owe the Client a contractual penalty pursuant to Art. 160 (2) of the Swiss Code of Obligations, if such penalty is set forth in the contract. The Client reserves the right to claim compensation for damages.

8 Liability and insurance

- 8.1 The contractor is liable for faithful and careful execution and shall ensure that its performance meets the contractual conditions and specifications as well as being in line with the latest scientific and technological standards. The contractor shall be liable for damages that its employees cause in carrying out their work.

Subcontractors used by the contractor for fulfilment of the contract shall be deemed to be associates within the meaning of Art. 101 of the Swiss Code of Obligations. The approval or acknowledgement of the Client with respect to the use of subcontractors does not affect the contractor's liability resulting from or in connection with the contract. Art. 399 (2) of the Swiss Code of Obligations is expressly excluded.

- 8.2 The contractor undertakes for the duration of the contractual relationship to take out liability insurance, to maintain it during the term of the contract and to present the corresponding valid proof of insurance to the Client without being requested to do so.

9 Confidentiality and data protection

- 9.1 The parties agree to keep confidential all information that is neither general knowledge nor publicly accessible. This

duty shall also apply to any third parties involved. In case of doubt, information shall be treated confidentially. The confidentiality obligations shall apply prior to conclusion of the contract and shall continue to do so after termination of the contractual relationship. Legal duties of disclosure are excepted.

- 9.2 Advertising and publication of contract-specific performance by the contractor must be consented to beforehand in writing by the Client.

10 Termination of the contractual relationship

- 10.1 The contractual relationship may be revoked or terminated in writing by the parties at any time. The services provided up to the date of termination shall be paid for.

- 10.2 Claims can be made for liability due to contractual termination at an inopportune time. Claims for replacement of lost profits are excluded.

- 10.3 After termination of the contractual relationship, the contractor shall return all documents received from the Client and all work products, both written and machine-readable, to the Client without being requested to do so.

11 Assignment and pledging

The contractor's claims from this contract must not be assigned or pledged without prior written approval from the Client. Individual companies within a group are not considered third parties.

12 Applicable law, place of jurisdiction, disputes

- 12.1 This legal relationship shall be governed by **Swiss law**.

- 12.2 The **place of jurisdiction** is **Lucerne, Switzerland**.

Any disputes arising from this legal relationship shall be judged by the competent state instances.