

Preamble

This Addendum updates § 9 of the existing Collective Insurance Policy on the basis of the requested Portal options and a new section, § 10, is added. Consequently, the numbering of the subsequent paragraphs increases by 1 in each case.

§ 9 Business transactions

- (1) All business transactions are conducted between the Employer and the Insurer.
- (2) The Employer undertakes to produce and distribute circulars, printed matter or copies relating to the Collective Insurance Policy, the tariffs or the terms and conditions of insurance only with the written agreement of the Insurer's head office.

§ 10 Portal usage

- (1) The Employer is authorised to use the “Company Pension Plan Corporate Client Portal” (hereinafter: “Portal”) and has selected the “premium service” option.
- (2) Usage of the Portal is subject to “AXA Lebensversicherung AG's Terms of Use of the Corporate Client Portal for Company Pension Plans funded by Direct Insurance” (hereinafter: terms of use) which are attached and are an inherent part of this Collective Insurance Policy.
- (3) The documents referred to under Section 3 of the terms of use will be provided to the Employer via the portal as digital items only.
The Employer is duly notified by email whenever new documents are uploaded to the portal. Accordingly, the Employer is required to provide the Insurer with a corresponding email address. The Employer can view documents uploaded to the portal at any time and download them onto a digital storage medium.
The Insurer is not obliged to send the documents also by post or email.
- (4) In addition to § 15 (1) of this Collective Insurance Policy, the Employer may cancel the agreement governing use of the Portal separately, subject to the conditions set down in the terms of use. The agreement ends when cancellation comes into effect. This Collective Insurance Policy shall remain unaffected by any cancellation and termination of the agreement governing usage of the Portal.
- (5) In cases where individual policies have been taken out which do not fall under the scope of this Collective Insurance Policy, these will also fall under this agreement.

All other provisions of the Collective Insurance Policy apply without amendment.

[Signatures] Elisa Albers) (ppa. Winfried Schuster)

Cologne, date: 08.05.2025

AXA Lebensversicherung AG

Köln, date

Musterfirma GmbH

(Company stamp and signature)

Confirmation of receipt of documents

I have received Addendum No. 1

electronically per data carrier as hard copies

(please tick as applicable)

Köln, date _____

(Signature and Company Stamp)
Musterfirma GmbH

Appendices:

AXA Lebensversicherung AG's Terms of Use of the Corporate Client Portal for Company Pension Plans funded by Direct Insurance

AXA Lebensversicherung AG's Terms of Use of the Corporate Client Portal for Company Pension Plans Funded by Direct Insurance

Preamble

The "Corporate Client Portal for Company Pension Plans" (Portal) can be used by a policyholder (User) who has taken out direct insurance with AXA Lebensversicherung AG for the benefit of its employees, as an offer and administration platform to manage its company pension plan. Specific functions are available to enable the User to proactively manage its insurance policies through the Portal.

The Portal is an internet platform developed by Xempus Deutschland GmbH (Xempus). Xempus is also the Portal operator. AXA grants the User access to the Portal and, where agreed, also its employees.

In order to use the Portal, the User and AXA must conclude an agreement governing usage of the Portal. The following terms of use are decisive for usage of the Portal.

1. Object of the Agreement

- (1) AXA will set up access to the Portal based on the service option (Basic, Comfort or Premium) agreed with the User and will grant the User password-protected access and, where agreed, also its employees.
- (2) The User is authorised to access the Portal within the agreed functional scope for the duration of this Agreement and to use it for the specified purpose.
- (3) The Portal is available exclusively online, with data transmission via the internet. The User has no claim to an offline version or to be provided with the Portal software.

2. Conclusion of the Agreement/Registration

- (1) An Agreement on the use of the Portal can be concluded either through a provision in the Collective Insurance Policy or an Addendum to the Collective Insurance Policy. The functional scope specified in § 3 of these Terms of Use is based on the service option (Basic, Comfort or Premium) selected by the User and specified in the "Agreement on the use of the Portal".
- (2) Upon conclusion of the Agreement on the use of the Portal, the User will be granted access to the Portal as follows:

a) Access rights to the Portal under the Basic and Comfort options

The User shall specify which individuals should be granted personal access to use the Portal. The User shall provide AXA with a list of those employees or third parties authorised to use the Portal, stating the surname, first name, email address, organisational unit. Once AXA has examined this information the named individuals will be registered for access. Login credentials will be sent by encrypted email (SecureMail) to the named individuals.

The User shall notify AXA without delay of any departures or individuals no longer authorised to use the Portal. AXA will delete access rights to coincide with their

respective time of departure or in respect of any individuals who no longer qualify for access as notified by the User.

b) Employee access under the Premium option

Individual password-protected access to the Portal will be arranged in accordance with § 3 (4) for all of the User's employees for whom direct insurance has been taken out with AXA. AXA will send the login credentials to the individual employees by post. The initial password sent by AXA must be replaced by a new password when logging in to the Portal for the first time.

An employee's access authorisation to the Portal will lapse if the employee leaves the service of the User and becomes the policyholder of the direct insurance (policy/-ies) concluded on his behalf, or the cover is transferred to a new employer as the policyholder or if the direct insurance is cancelled.

- (3) Access to the Portal is provided using secure data transmission (SSL encryption with 256-bit encryption strength), entering the login credentials and passwords assigned to the User or its employees.

3. Functional scope

- (1) The functional scope of the Portal depends on service option agreed with the User in the Collective Insurance Policy, in accordance with the following clauses.
- (2) In the **BASIC** option, the Portal comprises the following modules:

a) Reporting of business transactions

Templates are available for the following business transactions:

- Reductions/increases in contributions and benefits
- Additional contributions
- Processing in the event of termination of employment
- Transfer
- Exemption from contributions
- Start/end of parental leave
- Changes of names and addresses
- Changes of rights to benefit entitlements

b) Access to the respective underlying data of existing policies for each employee, in particular:

- Insurance policy number:
- Date of inception
- End of policy
- Type of financing
- Funding vehicle
- Tariff
- Contribution
- Guaranteed benefits

c) Uploading and forwarding of documents and tables

The requisite templates, e.g. for first-time registration of insured persons, are provided by AXA.

(3) In the **COMFORT** option, the Portal also comprises the following modules:

a) Provision of contractual documents which the User can view and download

In particular, the following policy documents are available per employee as pdf-files via the Portal:

Groups of document types	Documents (excerpt)
Date of inception	Insurance policy
	Amendment offers excluding health data
Policy amendments	Documents relating to a departure
	Index-linking changes
	Changes of rights to benefit entitlements
	Replacement policies arising from contractual amendments (e.g. changes in contributions)
Information	Miscellaneous general information about the policy, contribution, etc.

The User is entitled to access the documents and they are available for download on a separate storage medium. The employee will be notified by email as soon as any new documents are uploaded to the Portal. In addition, other documents and letters may

be sent to the User by post. These currently include:

- Correspondence concerning payment processes (dunning notices etc.).
- General information containing health data.
- Individual letters not classed as standardised correspondence.

Annual notifications confirming the current value of direct insurance are sent by post directly to the person concerned.

(4) In the **PREMIUM** option, the Portal also comprises the following modules:

a) Setting up access for the User's employees

AXA will provide individual password-protected access to the Portal for all of the User's employees for whom direct insurance has been taken out with AXA (cf. (section 2 (2b))).

b) Provision of policy documents to view and download for the User's employees.

In particular, the following contractual documents are available per employee as pdf-files via the Portal:

Groups of document types	Documents (excerpt)
Date of inception	Insurance policy
	Amendment offers excluding health data
Policy amendments	Documents relating to a departure
	Index-linking changes
	Changes of rights to benefit entitlements
	Replacement policies arising from policy amendments (e.g. changes in contributions)
Information	Miscellaneous general information about the policy, contribution, etc.

The individual employee is entitled to access the documents and they are available for download on a separate storage medium. The employee will be notified by email as soon as any new documents are uploaded to the Portal.

Further documents and letters may be sent to the employee by post. These currently

include:

- **General information containing health data.**
- **Individual letters not classed as standardised correspondence.**

Annual notifications confirming the current value of direct insurance are sent by post directly to the person concerned.

4. Usage

- (1) The User is obliged to use the Portal solely within the scope specified in the Agreement and to take all reasonable measures to prevent abuse or any unauthorised access by the User's employees or by other third parties.
- (2) The User is also obliged to keep the login credentials and passwords secret. If the User should gain knowledge of any misuse of their login credentials, it must inform AXA without delay.
- (3) In the event of misuse, AXA is entitled to block the User's access to the Portal.
- (4) The User is responsible for ensuring that the technical prerequisites for access to the Portal are created at its company, in particular with regard to the connection to the internet and current browser software.
- (5) The right of the User or its employees to use the Portal exists only within the scope of the current state of technology. AXA shall restrict its services temporarily if this is required with regard to capacity limits, the security or integrity of the servers or to carry out technical measures, and this serves the orderly or improved provision of the services (system maintenance). In such cases, AXA shall take the justified interests of the User into consideration, by providing advance notice, for example.

5. Liability

- (1) AXA is liable for wilful intent and gross negligence and for claims arising from injury to life, limb or health as well as claims which fall under the Product Liability Act (ProdHaftG). Liability for ordinary negligence is excluded insofar as this does not involve a breach of material contractual obligations. The term "material contractual obligations" refers to those obligations which must be discharged to render proper implementation of the Agreement possible and which the User may ordinarily rely on to be fulfilled and which, if breached, jeopardise the purpose of the Agreement.
- (2) AXA shall not be liable for lost profits, indirect losses, consequential losses due to defects or claims of third parties, except for claims due to a breach of third-party property rights. Furthermore, AXA shall not be liable for content and data which are made available or are entered into the Portal application by the User or their employees.
- (3) The amount of compensation which can be claimed is limited to a foreseeable loss normally associated with this type of agreement.
- (4) AXA is liable for the loss of data and the recovery of data in accordance with paragraphs 1 to 3 only if such a loss could have been avoided by implementing appropriate data security measures.
- (5) The restrictions on liability according to paragraphs 1 to 4 apply mutatis mutandis in favour of corporate bodies, employees and other agents of AXA.

6. Data Protection and Data Security

- (1) AXA will observe the provisions of the GDPR and Federal Data Protection Act (BDSG) when handling the personal data of the User and its employees. In particular, it will guarantee confidentiality, secrecy and data security and ensure that its subcontractors and employees are bound by equivalent obligations in this regard.
- (2) It is the responsibility of the User to ensure that appropriate security measures are in place on its computer and those of its employees and, in particular, to use standard virus scanners and to keep them up to date at all times.

7. Termination

- (1) The Agreement on the use of the Portal is concluded for an indefinite period. It will terminate automatically if and when the User cancels the Collective Insurance Policy with AXA.
- (2) Both parties have the right to separately terminate the Agreement on the use of the Portal at any time without stating reasons and by giving three months' notice to the end of the year in writing or electronically. The declaration of termination by the User must be sent to the following address:

AXA Lebensversicherung AG
Betriebliche Altersversorgung
Colonia-Allee 10-20
51067 Köln
[bAV@axa.de]

- (3) The right of termination without notice for cause shall remain unaffected for both parties. Important grounds for AXA are, in particular, any misuse of the Portal for which the User is responsible or deliberately false information provided by the User at the time of registration.
- (4) Access to the Portal will be withdrawn to coincide with the time the Agreement on the use of the Portal ends. The User's contract data will be deleted or blocked in the Portal in accordance with any retention periods prescribed by law and in compliance with data protection regulations.

8. Hotline/Service times

- (1) No hotline is provided.
- (2) During normal business/service hours, AXA employees will be available to assist the User with any questions, suggestions or potential error reports. Service hours are Monday to Friday from 8am to 5pm.
- (3) Questions, suggestions or potential error reports should be submitted/reported to AXA solely by designated users (administrators) representing the User. Error reports during ongoing operations should be communicated to AXA's Support Team. The Support Team is the designated point of contact for any questions relating to the Portal. Queries are recorded in tickets which, if they cannot be resolved directly, AXA will forward to the Xempus helpdesk. The Support Team can be contacted as follows:

E-mail address: bAVFirmenportal@axa.de

9. Final provisions

- (1) German law applies.
- (2) The User will be informed of any changes to these Terms of Use via the Portal, in good time and before any changes come into effect. The User shall be deemed to have consented to the new Terms of Use if it does not object to the change within 4 weeks of notification. The objection must be sent in writing or electronically to one of the addresses listed in section 7 (2). In the event of objection, the respective access to the Portal will be deleted.
- (3) Should any individual provisions of these Terms of Use be or become wholly or partially invalid, or should these terms contain a loophole, the validity of the other provisions shall remain unaffected. An adequate provision shall come into force to replace the omitted or invalid provisions of these Terms of Use or to close any loophole which, within legal bounds and economic reason, comes as close as possible to whatever the contracting parties intended or would have intended if they had considered this point.