

SAP Pioneer Annex for Regulatory Requirements (“FS-Annex”)

1. Definitions

Capitalized terms used in this FS-Annex have the meaning given to them in Annex A (Definitions) of this FS-Annex or in the FS-Annex itself.

2. Applicability

2.1 The FS-Annex applies to the Services as agreed between SAP Pioneer and Customer in the Order Form (“ICT Services”) if Customer and/or any of its Affiliates is a Financial Services provider and as such subject to the supervision of a Regulatory Authority (“FS-Customer”) and where specifically marked as applicable in the Order Form. It only applies to the ICT Services concerning production environments. For non-production systems, this FS-Annex does not apply.

2.2 In the event of a conflict between the provisions of the FS-Annex and other parts of the Agreement, the FS-Annex shall prevail.

2.3 The rights granted in this FS-Annex must not be exercised in such a way as to impair the confidentiality or security of the data of other SAP Pioneer customers or of any subcontractors and/or its other customers or jeopardize or adversely impact the stability of services of SAP Pioneer or a Subcontractor.

2.4 Should the requirements of the Supervisory Law change, the parties will negotiate in good faith for an adoption of this FS-Annex (as amendment to the Agreement) to reflect such changes.

2.5 In case the FS-Customer must comply with regulatory provisions where support from SAP Pioneer may be required as provider of the ICT Services and such support is not covered by this FS-Annex, the FS-Customer will notify SAP Pioneer upfront. SAP Pioneer is only contractually obliged to provide this support if the parties have agreed on such in writing in advance.

3. Standards and IT Security Standards

SAP Pioneer is obliged to comply with the following standards during the Term of the ICT Services:

- (i) For all ICT Services the then current SAP Pioneer Technical and Organizational Measures available at <https://www.sapfioneer.com/documents/> (“TOMs”).
- (ii) For (a) standard software development, (b) Maintenance and (c) SAP Pioneer ESG products provided as SaaS: ISO 9001 and ISO 27001.
- (iii) For the Application Management Services for the operation of SAP Pioneer products and systems: ISO9001, ISO27001 and ISAE 3402 Type 2.

SAP Pioneer may alternatively comply with newer or other norms and standards that are at least equivalent to the standards referred above.

SAP Pioneer provides the certificates at the SAP Pioneer Support Portal (currently located under <https://www.sapfioneer.com/documents/>) or on request.

4. Location

The ICT Services are provided, and data is processed in the locations mentioned in the SAP Pioneer Support Portal at <https://www.sapfioneer.com/documents/> under “SAP Pioneer Legal Entities” and “SAP Pioneer Service Suppliers” respectively. Any additional locations if applicable are specified in the relevant Order Form. The list may be updated by SAP Pioneer from time to time during the Term in accordance with section 12 (Use of Subcontractors).

5. Confidentiality and Data Protection

SAP Pioneer shall implement technical and organizational measures and safeguards that ensure the adequate protection of data, confidentiality, integrity, availability and resilience of processing systems and services and shall implement a process for regularly testing, assessing and evaluating the effectiveness of technical and organizational measures for ensuring the security of the data, as further specified in the TOMs.

The provisions regarding data protection obligations of the parties in the context of possible processing of personalized data are contained in the data processing agreement referenced in the Agreement. If there is no processing of personalized data carried out under the Agreement, the data processing agreement will not be applicable.

6. Information Security Incident Detection and Response

SAP Pioneer shall, without undue delay, notify the FS-Customer after SAP Pioneer becomes aware of a Security Incident. SAP Pioneer shall use best efforts to identify the cause of such Security Incident and take the measures SAP Pioneer deems necessary and within its control for remediating and securing data and ICT Services; SAP Pioneer shall coordinate such efforts with the FS-Customer without undue delay. SAP Pioneer will provide reasonable assistance with regards to any legally required reporting in response to any Security Incident affecting FS-Customer's data and ICT Services.

7. Training Obligations

SAP Pioneer conducts regular IT security awareness trainings which are mandatory for SAP Pioneer employees. SAP Pioneer will participate in the FS-Customer's security awareness and digital operational resilience training programs, to the extent SAP Pioneer provides critical services in FS-Customer's on-site production environment or in instances where SAP Pioneer provides on-site ICT Services. The trainings should be performed online. If onsite trainings are requested by the FS-Customer, they shall be performed at the FS-Customer's expense, on a time and material basis, under the terms of any services agreement and rates then in place between the parties or, where none of the aforementioned are applicable, under SAP Pioneer's then-current standard services terms and conditions and/or rates (as applicable) provided by SAP Pioneer, unless the parties agree otherwise.

8. Information about developments

SAP Pioneer will inform FS-Customer within a reasonable period of time if it becomes aware of any development which it reasonably believes will have a material adverse effect on SAP Pioneer's proper performance of the ICT Services in accordance with the Order Form.

9. Business Continuity and Emergency Management

SAP Pioneer will take appropriate measures to ensure the digital operational resilience of ICT Services during a business disruption in compliance and alignment with Supervisory Law.

10. Threat-Led Penetration Tests

10.1 When SAP Pioneer provides ICT Services to support critical or important functions for the FS-Customer, subject to 10.3, SAP Pioneer is obliged to participate in FS-Customer's Threat-Led Penetration Tests ("TLPT") in accordance with Articles 26 and 27 of the DORA Regulation. The FS-Customer is entitled to simulate all tactics, techniques and procedures of the attackers selected for the test in relation to SAP Pioneer's applications and systems. If the TLPT focuses on SAP Pioneer's applications and systems or SAP Pioneer's applications and systems are impacted by the TLPT, the FS-Customer will appropriately involve SAP Pioneer in the overall risk management for the TLPT on the affected ICT Services to support the critical or important functions which are provided by SAP Pioneer.

10.2 The FS-Customer shares a confidential report describing the vulnerabilities or security deficiencies identified during the TLPT. Within thirty (30) calendar days of receipt of the test report, SAP Pioneer shall draw up a mutually agreed remediation plan to remediate the vulnerabilities and security deficiencies, which takes due account of the criticality of the identified security deficiencies and their deadlines for remediation. Where necessary, the parties shall cooperate to correct security vulnerabilities. SAP Pioneer shall report regularly and, in a manner, appropriate to the criticality of the identified vulnerability on the progress of the remediation. SAP Pioneer remediates the vulnerabilities and security deficiencies identified in the test report within the deadlines at its own expense.

10.3 Where the ICT Services comprise of PaaS or SaaS, SAP Pioneer will conduct, or commission third parties to conduct, at SAP Pioneer's expense, TLPT of the SaaS regularly. The assessments and testing will include validation of SAP Pioneer's compliance with the security requirements herein and identification of security vulnerabilities, if any, of the SaaS. On request, SAP Pioneer will share a confidential summary of scope and methodology of testing from the third-party assessor. If the FS-Customer requests to conduct its own security assessments, at FS-Customer's expense, of the FS-Customer's SaaS application provided by SAP Pioneer, the parties agree on the terms for such assessment separately.

11. Information and audit rights

11.1 Information and audit rights of the Regulatory Authority, the FS-Customer and its Auditors. As described herein in this section 11 (Information and audit rights), SAP Pioneer grants the Auditors with respect to the ICT Services unrestricted information and audit rights with SAP Pioneer and -to be exercised through SAP Pioneer- with Subcontractors. These rights include access rights to the business premises, as well as access

to documents, devices, data, and systems, to the extent they are relevant for the ICT Services. The exercise of information and audit rights is subject to the principles of proportionality.

11.2 Exercise of audit rights

11.2.1 Before the FS-Customer requests an audit to be conducted, it should perform a risk-based needs assessment of the need for such an audit, in particular, giving due consideration to (i) the possibility (if available) of pooled audits carried out jointly with other SAP Pioneer customers; (ii) the certifications, reports and other information already provided by or available online from SAP Pioneer; and (iii) the results of (and any information previously provided by SAP Pioneer in connection therewith) any previous audits performed by the FS-Customer (or any other FS-Customer).

11.2.2 If, because of the risk-based needs assessment or on request of a Regulatory Authority, an onsite audit is required, FS-Customer will provide SAP Pioneer with not less than sixty (60) calendar days' prior written notice of such an audit. The exact scope of the onsite audit, the duration, the agenda and the date must be mutually agreed reasonably and in good faith between SAP Pioneer and the FS-Customer. In cases of emergency or if a Regulatory Authority requires that an onsite audit must be carried out on shorter notice, the FS-Customer must inform SAP Pioneer without undue delay and cooperate with SAP Pioneer to conduct the onsite audit at an earlier date aligned with SAP Pioneer.

11.2.3 The onsite audit must take place during regular business hours and in accordance with SAP Pioneer's or the affected Subcontractor's security guidelines to ensure the security of the persons and entities involved and the security, confidentiality and integrity of their data and the data of third parties. SAP Pioneer provides the applicable security guidelines prior to the audit.

11.2.4 The audit shall be carried out without unreasonable or unnecessary interference or endanger of the security and integrity of SAP Pioneer's or the affected Subcontractor's business and may not compromise the intellectual property rights of SAP Pioneer, of the affected Subcontractor or of third parties.

11.2.5 The FS-Customer should not perform more than one (1) audit for each ICT Service area as defined in the Order Form per calendar year. The FS-Customer shall, so far as is reasonably practicable and unless Supervisory Law requires otherwise, exercise the audit rights on a consolidated basis (i.e., for all FS-Customers and ICT Services in the same audit) and is permitted to include representatives of the applicable FS-Customers as participants in any such audit.

11.2.6 If the exercise of the audit rights, after a careful assessment of SAP Pioneer, may affect the environment of another SAP Pioneer customer or affected Subcontractor's customer or the service levels, the availability and/or confidentiality of data or rights of third parties, SAP Pioneer may suspend the audit. The parties will immediately agree on appropriate measures and/or alternatives to continue the audit.

11.2.7 Auditors must be subject to appropriate confidentiality obligations. If an Auditor violates SAP Pioneer's or the respective Subcontractor's security guidelines, e.g., Information Security Policy, during the audit, SAP Pioneer reserves the right to terminate the audit.

11.2.8 SAP Pioneer reserves the right to reject Auditors on objective grounds (for example third party auditors that are either direct competitors of SAP Pioneer or if there is reasonable doubt that confidentiality is not guaranteed). Each Auditor, if it is not a Regulatory Authority or bound by professional secrecy requirements, must sign a confidentiality agreement with the FS-Customer, which may be enforced by SAP Pioneer and contains provisions for the protection of SAP Pioneer's Confidential Information, at least at the same level, as defined in the Agreement. SAP Pioneer may request a copy of this confidentiality agreement. The FS-Customer is liable to SAP Pioneer for the actions of the Auditors, other than a Regulatory Authority, to the same extent as for its own actions.

11.2.9 Any information and documents provided by SAP Pioneer or its auditors or the respective Subcontractor with regards to an audit shall be treated as Confidential Information of SAP Pioneer.

11.2.10 FS-Customer shall submit to SAP Pioneer a copy of the result report from an audit regarding the ICT Services as soon as it is available to the FS-Customer.

11.3 SAP Pioneer shall be entitled to request from FS-Customer a reimbursement of costs for its support in conducting audits where such costs have been agreed upon in the Agreement or otherwise as agreed in writing by the parties. SAP Pioneer endeavors to limit its time and effort for such audits to two (2) business days per calendar year, unless agreed upon otherwise.

11.4 Information rights after the end of the provision of ICT Services. The audit rights for an ICT Service shall survive for a period of two (2) years after the end of the financial year of the FS-Customer in which the provision of the respective ICT Service was terminated. Relevant documents (policies and audit evidence) must remain available for as long as agreed, without prejudice to other legal retention periods and policies, unless SAP Pioneer has issued these documents to FS-Customer or has made them available online in connection with the termination of the Agreement.

12. Use of Subcontractors

12.1 SAP Pioneer may use Subcontractors to perform SAP Pioneer's duties. SAP Pioneer will be responsible for the performance of such Subcontractors in the delivery of the ICT Services to the same extent as for its own employees. SAP Pioneer should agree with its Subcontractors on contractual terms necessary to enable SAP Pioneer to fulfill its obligations under this FS-Annex, where applicable ("FS-Back2Back"). In such an FS-Back2Back, these Subcontractors are obliged to enter into respective contracts with their subcontractors.

12.2 If SAP Pioneer intends to replace a Subcontractor or to use additional Subcontractors for the provision of ICT Services, SAP Pioneer shall inform the FS-Customer thirty (30) calendar days in advance (except in the case of an Emergency Replacement, see section 12.6 (Emergency Replacement)) by email or via the SAP Pioneer Support Portal ("Initial Information"). Insofar SAP Pioneer uses the option to provide the Initial Information via posting on the SAP Pioneer Support Portal, the FS-Customer will have the option to register to receive information by email (opt-in). The Initial Information shall include reasonable information about the changed or new Subcontractor, especially the assigned activity going forward and the location of performance. The FS-Customer is entitled to request reasonable additional information about the changed or new Subcontractor that is necessary for its assessment.

12.3 The FS-Customer may object to a new Subcontractor by notifying SAP Pioneer in writing within thirty (30) calendar days and explaining the reasonable ground(s) for its objection. If FS-Customer objects SAP Pioneer may choose:

- (i) not to use the Subcontractor; or
- (ii) to take reasonable measures to remedy the FS-Customer's grounds for its objection and use the Subcontractor.

If the FS-Customer continues to have a legitimate objection, the FS-Customer may terminate the affected ICT Services, where SAP Pioneer uses the new Subcontractor, based on section 16 (Termination). Such termination shall take effect at the time determined by the FS-Customer in its written termination notice provided FS-Customer accepts the use of the proposed Subcontractor during the remainder of the Agreement until the effective termination date. If FS-Customer objects but neither of the options under (i) or (ii) are pursued and SAP Pioneer has not received any notice of termination, FS-Customer is deemed to have accepted the new Subcontractor. Any termination under this section shall be deemed to be without fault by either party and shall be subject to the terms of the Agreement.

12.4 SAP Pioneer is entitled to use the new Subcontractor after the expiration of thirty (30) calendar days from the date of notification of the Initial Information (except in the case of an Emergency Replacement pursuant to section 12.6 (Emergency Replacement)) if the FS-Customer did not object.

12.5 SAP Pioneer may remove a Subcontractor no longer used to perform the ICT Services from the list of Subcontractors as provided under section 4 (Location) above at any time and without the requirement for an express notice to the FS-Customer.

12.6 Emergency Replacement. If security or other urgent reasons require a prompt replacement or addition of a Subcontractor, SAP Pioneer will inform FS-Customer of the replacement or additional Subcontractor as soon as possible following its appointment. Section 12.3 applies accordingly.

13. Rights to issue instructions

To the extent required by Supervisory Law, the FS-Customer is granted the right of issuing instructions to SAP Pioneer, which can only be exercised by the FS-Customer. The right to issue instructions is limited to the implementation of Supervisory Law requirements. SAP Pioneer will follow these instructions to the extent that they are technically feasible and possible to implement without changing the ICT Services or essential terms of the Agreement. Instructions whose implementation lies outside the scope of ICT Services and is not unreasonable will be complied with but are subject to FS-Customer and SAP Pioneer executing separate Order Forms or amendments to the Agreement, which may be subject to additional fees as agreed between the parties.

14. Exit Management – Data Access, Continuation and Migration Support Services

14.1 Data Access. Customer Data processed by SAP Pioneer in the context of SaaS or Maintenance is available for export or download in a easily accessible format during the term of the respective Order Form Except as specified in section 14.2 (Continuation Services) or as separately agreed between the parties in writing, within thirty (30) calendar days from the termination or expiration of the Agreement, SAP Pioneer will delete or destroy any Customer Data then in its possession unless applicable law requires retention for a longer period. Any retained Customer Data is subject to the confidentiality provisions of the Agreement.

14.2 Continuation Services.

If the FS-Customer requires assistance to ensure that it is able to exit the ICT Services without disruption to its business activities, the FS-Customer may request an extension to the Order Form and any of the ICT Services, and SAP Pioneer will agree to continue the ICT Services beyond the effective date of termination of the Order Form, and continue to provide the applicable requested ICT Services thereunder ("Continuation Services"). In case of termination of the Order Form due to a reason relating to the manner in which the ICT Services are provided by SAP Pioneer or to reasons mentioned in section 16 (Termination), the FS-Customer agrees to the provision of the Continuation Services with and despite the continuation of such reason and to consider the Continuation Services as in accordance with the Order Form with respect to such reason. SAP Pioneer does not provide Continuation Services if such Continuation Services are in violation of applicable law or regulation.

The request for Continuation Services must be received by SAP Pioneer not less than thirty (30) calendar days prior to the Effective Date of termination (save where the ICT Services are being terminated immediately on notice then (i) if terminated by the FS-Customer - such request shall be made as part of the FS-Customer's termination notice; or (ii) if terminated by SAP Pioneer - such request shall be made promptly following receipt of SAP Pioneer's termination notice), and should identify the requested period, which shall not be more than twelve (12) months ("Exit Period"). In such a case, SAP Pioneer will issue a respective amendment to the Order Form to reflect the terms of the provision of the Continuation Services during the Exit Period, which FS-Customer will promptly execute and return to SAP Pioneer. For the avoidance of doubt, the Order Form will (unless terminated earlier) terminate at the end of the Exit Period, without renewal, unless the parties agree in writing to a further extension of the Order Form. Remuneration for the Continuation Services shall be in accordance with the remuneration stated in the Order Form. However, as of the seventh (7th) month after the beginning of the Continuation Services, SAP Pioneer may additionally charge the FS-Customer with an uplift that will be calculated in the same manner as prescribed under the Agreement for price increase or price adjustments for a renewal term for the performance of the Continuation Services. Additionally, during the Exit Period, the continued provision of the Continuation Services shall be subject to the FS-Customer complying with the terms of the Agreement at all times, which shall (notwithstanding any other terms of the Agreement) include the FS-Customer paying the applicable fees to SAP Pioneer for the Continuation Services. Otherwise, SAP Pioneer would be entitled to exercise its rights and terminate the Order Form in accordance with its terms or for good cause.

14.3 Migration Support Services.

Furthermore, if requested by FS-Customer, SAP Pioneer will (acting reasonably) agree to provide the FS-Customer at the FS-Customer's expense, on a time and material basis, consulting services and other termination assistance (including, without limitation, assistance for the transfer of FS-Customer Data back to the FS-Customer and/or its replacement service provider) under the terms of any services agreement and rates then in place between the parties or, where none are applicable, under SAP Pioneer's then-current standard services terms and conditions and/or rates (as applicable) provided by SAP Pioneer, unless the parties agree otherwise. For the avoidance of doubt, the scope and costs of such consulting services and other assistance will need to be set out in a mutually agreed statement of work prior to SAP Pioneer providing such services and assistance.

15. Bank Recovery and Resolution Directive

This section only applies insofar as this is required for the FS-Customer according to Supervisory Law.

To the extent that national law transposing the Directive no. 59/2014/EU (Bank Recovery and Resolution Directive or a similar regulation in force in the respective jurisdiction) ("BRRD Law") and in order to ensure the operational continuity of any FS-Customer regarding the ICT Services, SAP Pioneer undertakes to reasonably cooperate (at the FS-Customer's expense and on FS-Customer's request) with the FS-Customer in relation to any FS-Customer if the latter should be the subject of a recovery or resolution procedure, in order to allow the competent authority(ies), including a resolution authority, to exercise all the powers conferred on such authority(ies) by BRRD Law and to take all the measures deemed useful or necessary by such authority(ies) for the effective implementation of the terms and conditions unless otherwise agreed between the parties. SAP Pioneer acknowledges and accepts in advance that the competent authority and its representatives may replace the FS-Customer and its representatives in such a context.

16. Termination

In addition to the termination provisions of the Agreement, FS-Customer may terminate the Order Form either completely or the affected ICT Services immediately on written notice to SAP Pioneer in any of the following cases:

- (i) to the extent that termination is necessary for FS-Customer to comply with Supervisory Law or administrative or judicial requirements or orders (e.g., because SAP Pioneer is not able to adjust the ICT Services and/or the Order Form according to the Supervisory Law). Where a termination pursuant to this section 16 (i) is necessary due to a change in Subcontractors, such termination is subject to the conditions set forth in section 12.3 ;
- (ii) to the extent that a Regulatory Authority requires termination of the Order Form or the affected Service;
- (iii) in the event of SAP Pioneer's refusal to cooperate with the Regulatory Authority or its orders due to unreasonableness and there is no reasonable alternative solution for the FS-Customer to address the Regulatory Authority orders;
- (iv) to the extent that SAP Pioneer does not comply with FS-Customer's instructions according to section 13 (Rights to issue instructions) due to unreasonableness and there is no reasonable alternative solution for the FS-Customer to address the matter;
- (v) circumstances identified throughout the monitoring of ICT third party risk that are deemed capable of altering the performance of the functions provided through the contractual arrangement, including material changes that affect the arrangement or the situation of SAP Pioneer;
- (vi) there are evidenced weaknesses pertaining to SAP Pioneer's overall ICT risk management and in particular in the way it ensures the availability, authenticity, integrity and, confidentiality, of data, whether personal or otherwise sensitive data, or non-personal data;
- (vii) where the competent authority can no longer effectively supervise the financial entity as a result of the conditions of, or circumstances related to, the respective contractual arrangement; or
- (viii) there is a significant breach by SAP Pioneer of applicable laws, regulations or contractual terms.

Termination pursuant to this section 16 (Termination), except for (vii) and (viii), shall be regarded by both parties as termination without fault. Termination pursuant to any other contractual provisions of the Agreement and mandatory termination rights at law remain unaffected.

Annex A - Definitions

1. "Agreement" means the applicable written contract between SAP Pioneer and FS-Customer for the provision of Software and/or Services.
2. "Auditor(s)" means the FS-Customer, their third-party auditors and the Regulatory Authorities, including any third-parties appointed by the Regulatory Authorities to carry out the audit.
3. "Confidential Information" means all information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of FS-Customer includes FS-Customer Data; Confidential Information of SAP Pioneer includes the Software and Services, and the terms and conditions of this Agreement (including pricing). Confidential Information of each party includes business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without knowledge of any breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party without reference to the Disclosing Party's Confidential Information.
4. "Customer" means the customer as identified in the Agreement between the parties.
5. "Customer Data" means all data and information of the FS-Customer in relation to the FS-Customer's use of the Software or Services, which has been owned, developed and created by the FS-Customer without any involvement of SAP Pioneer or SAP Pioneer's Services and/or Software under the Agreement.
6. "DORA Regulation" means the Digital Operational Resilience Act (Regulation (EU) 2022/2554).
7. "Financial Services" are all banking, credit, insurance and payment services (including the issuance of electronic funds), stock exchanges, future trade, and other services relating to investment, lending, trading and management of money and assets.
8. "FS-Customer" has the meaning given in section 2.1.
9. "Maintenance" is the act of carrying out SAP Pioneer Maintenance and Support.
10. "Order Form" means the signed order form between the parties that references the Agreement and describes the Software and/or Services to be provided by SAP Pioneer to FS-Customer.
11. "Outsourcing" means the engagement of SAP Pioneer by a Financial Services entity that is considered outsourcing under applicable Supervisory Law.

12. "PaaS" means Platform-as-a-Service.
13. "Regulatory Authority" means any supervisory or regulatory authority that, in accordance with the applicable Supervisory Law, is empowered to supervise the FS-Customer in relation to its use of the Services that constitute an Outsourcing.
14. "SaaS" means Software-as-a-Service.
15. "Security Incident" means a single event or a series of linked events unplanned by SAP Pioneer or the FS-Customer that compromises the security of the network and information systems, and have an adverse impact on the availability, authenticity, integrity or confidentiality of FS-Customer's data, or on the ICT-Services provided by SAP Pioneer.
16. "Services": for the purposes of this FS-Annex, "Services" refer to the services agreed upon between SAP Pioneer and FS-Customer in the Order Form for which the FS-Annex applies, insofar as they are qualified as outsourcing under Supervisory Law.
17. "Software" means (i) the SAP Pioneer standard software products and related documentation and content; (ii) all new versions of such Software and (iii) all complete or partial copies thereof made available to the FS-Customer pursuant to an Order Form.
18. "Subcontractors" means those subcontractors and SAP Pioneer's Affiliates mentioned in the SAP Pioneer Support Portal at <https://www.sapfioneer.com/documents/> under "SAP Pioneer Service Suppliers" and "SAP Pioneer Legal Entities" respectively, and any additional subcontractors specified in the Order Form, if any.
19. "Supervisory Law" refers to the laws, guidelines, regulations and recommendations listed below, only to the extent these are mandatory for the FS-Customer in the context of their regulation about Outsourcing:

Germany:

Banking: KWG, ZAG, KAGB, Ma-Risk, BAIT

Insurance: VAG, MaGo, VAIT, SOLV-II

Australia: ASIC/APRA regulations

European Union: EBA Guidelines on outsourcing agreements, EIOPA, ESMA, DORA

Great Britain: FSMA

Japan: FISC Guidelines

Singapore: Banking Act, Financial Advisers Act

Switzerland: FINMAG

USA: FFIEC

and any of the FS-Customer mandatory laws, guidelines, regulations and recommendations that supplement or replace the aforementioned.