

General terms and conditions for consulting of CONSIDEO GmbH

(1) Scope of application

The following General Terms and Conditions (hereafter GTC) shall apply to all orders for consultancy services on a contract for work basis, unless otherwise stated in the Contractor's offer or in written agreements between the parties.

(2) Subject matter

The subject of the contract is general management and organisational consulting, which is carried out in accordance with the principles of proper professional practice using modern knowledge and experience. Therefore, the object of the order is the agreed consulting activity specified in the contract, not the achievement of a specific economic success

(3) Scope of services

The task, the procedure and the type of work results are defined by the contractor's offer, unless they are regulated in the written agreements of the parties involved. Changes, additions or extensions to the task, the procedure and the type of work results require a special written agreement.

(4) Determination of the completion of the order

If the Contractor has provided the agreed services, he shall inform the Client of this in writing. The order shall be deemed to have been carried out and completed

- a) when the contractor has handed over the written work results to the Client or the Client has either confirmed acceptance in writing or utilised the results, or
- b) if the client does not immediately, at the latest within four weeks, object in writing to a notification by the Contractor in accordance with point a).

(5) Client's duty to co-operate

The Client undertakes to support the Contractor's activities; in particular, the Client shall create, free of charge, all conditions in its sphere of operation/organisation that are necessary for the provision of services. Insofar as the Client withholds required prerequisites from the Contractor, it shall compensate the Contractor separately for any waiting times that arise and are documented.

The Client guarantees that reports, organisational plans, drafts, drawings, lists, models and calculations produced by the Contractor within the scope of the order will only be used for its own purposes. Insofar as copyrights have arisen in the results of the Contractor's work, these shall remain with the Contractor.

(6) Special obligations of the Contractor

The Contractor shall be obliged to treat information about the Client's business and trade secrets confidentially and to have its employees sign a corresponding declaration of commitment upon request. If one of the employees breaches this obligation, the Contractor shall fulfil its obligation to pay compensation to the Client by assigning to the Client any recourse claims arising against the employee.

(7) Loyalty obligation

The Client and the Contractor undertake to be loyal to each other. In particular, the hiring or other employment of employees of the contractual partner who have worked in connection with the

fulfilment of the order must be refrained from before the expiry of twelve months after the end of the cooperation. Any breach of this provision shall result in a contractual penalty of EUR 10,000.

(8) Interpretation aid for absence of defects

If the work is divided into several sections (phases), the Client shall receive working documents depending on the progress of the work. They serve as information on the respective project status. If the documents are not objected to immediately with a good reason, the documents represent an interpretation aid for a later assessment of the subject matter of the contract with regard to its freedom from defects.

(9) Fees and costs

The fee for the Consultant's services shall be based on the rates specified in the individual agreements, unless otherwise agreed in special cases.

If fixed prices have been agreed, one third of the contract sum shall be due upon conclusion of the contract, one third upon delivery and one third upon acceptance of the work.

Our promise of performance shall apply: No work will be invoiced that does not fulfil the agreed requirements.

The fee rates and other invoiced amounts (e.g. expenses, ancillary costs, etc.) do not include VAT, which will be charged to the client additionally.

All invoices are due immediately and without deduction. In the event of late payment, default interest of 8 percentage points above the base interest rate in accordance with § 247 BGB shall be payable.

(10) Warranty and liability

The Contractor shall not be responsible for a defect if the defect is due to the task given by the Client or the faulty or insufficient co-operation of the Client (cf. point 5 of these terms and conditions); any warranty obligation of the Contractor shall also lapse if the Client or third parties modify the services or parts of the services without the consent of the Contractor. In all other respects, the statutory provisions shall apply to the warranty.

The Client may only assert claims for damages outside the warranty against the Contractor in the event of wilful intent or grossly negligent behaviour. The exclusion of liability shall not apply in the event of bodily injury or damage to health or in the event of a breach of material contractual obligations. Except in cases of intent, gross negligence and damage resulting from injury to life, limb or health, the Contractor's liability shall be limited to the amount of damage typically foreseeable at the time of conclusion of the contract.

(11) Default and force majeure

If the Contractor is in default with the fulfilment of its obligations, the Client may withdraw from the contract after the expiry of a reasonable grace period set for the Contractor if the agreed services have not been provided by the expiry of the grace period. Damages for delay cannot be claimed, notwithstanding liability for fault.

Events of force majeure shall entitle the Contractor to postpone the fulfillment of its obligations for the duration of the hindrance and for a reasonable start-up period. Force majeure shall include strikes, lockouts and similar circumstances that make it significantly more difficult or impossible for the Contractor to perform.

If the Client fails to cooperate in accordance with point 5 of these terms and conditions or otherwise, the Contractor shall be entitled to terminate the contract after setting a reasonable grace period. The Contractor shall retain the right to remuneration, taking into account the provisions of § 642 (2) BGB. The Contractor's claims for compensation for additional expenses incurred as a result of the delay or

the Client's failure to co-operate as well as the damage caused shall also remain unaffected, even if the Contractor does not make use of the right of termination.

(12) Contract term and cancellation

The duration of the contract shall be determined by agreement between the parties to the contract. The contract may be terminated prematurely at any time with eight weeks' notice by means of a letter of cancellation from the Client if this is required for operational reasons on the part of the Client. In this case, the Contractor's remuneration shall be governed by Section 649 BGB.

(13) Miscellaneous

In addition to his fee claim, the Contractor shall be entitled to reimbursement of his expenses. He may demand reasonable advances on remuneration and reimbursement of expenses and make the continuation of his work dependent on the receipt of payment. Complaints about the Contractor's work shall not entitle the Client to withhold remuneration, including the requested advances and reimbursement of expenses. Offsetting against such claims of the consultant is excluded.

An offer submitted shall be valid for thirty days. If no contract has been concluded by this time, the Contractor shall no longer be bound by the offer.

German law shall apply exclusively.

For all possible disputes with CONSIDEO from a business relation or its initiation – insofar legally admissible – the head office of CONSIDEO is agreed upon as place of jurisdiction. The place of performance is the head office of CONSIDEO.

Should individual items of these clauses be ineffective, this does not affect the effectiveness of the other clauses. The ineffective clause is replaced by the valid clause which in its economic effect comes closest to the clause which is not effective.

The General Terms and Conditions of CONSIDEO are integral parts of these General Terms and Conditions.

The German Version of this agreement will be used when interpreting or construing this Agreement.

Date: 7. January 2025