

# General Terms and Conditions of Business

## 1. General Principles / Scope

- 1.1. These General Terms and Conditions apply exclusively to all legal transactions between the client and the contractor. The relevant version is the version valid at the time the contract is concluded.
- 1.2. These General Terms and Conditions also apply to all future contractual relationships, even if this is not expressly stated in additional contracts.
- 1.3. Any conflicting general terms and conditions of the client are invalid unless they are expressly accepted in writing by the contractor.
- 1.4. In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis of them. The invalid provision shall be replaced by a valid provision that comes closest to its meaning and economic purpose.

## 2. Scope of the Consulting Assignment / Substitute

- 2.1. The scope of a specific consulting assignment is contractually agreed on a case-by-case basis.
- 2.2. The contractor is entitled to have the tasks assigned to him carried out in whole or in part by third parties. Payment of the third party is made exclusively by the contractor himself. No direct contractual relationship of any kind arises between the third party and the client.
- 2.3. The client undertakes not to enter into any kind of business relationship with persons or companies that the contractor uses to fulfil its contractual obligations during or for a period of three years after termination of this contractual relationship. In particular, the client will not commission these persons and companies to provide the same or similar consulting services that the contractor also offers.

## 3. Client's duty to provide information / declaration of completeness

- 3.1. The client ensures that the organizational framework conditions at his place of business allow work to be carried out as undisturbed as possible and conducive to the rapid progress of the consulting process when the consulting contract is fulfilled.
- 3.2. The Client will also provide the Contractor with comprehensive information about previously conducted and/or ongoing consultations – including in other specialist areas.
- 3.3. The client shall ensure that all documents necessary for the fulfilment and execution of the consulting assignment are submitted to the contractor in a timely manner, even without a specific request from the contractor, and that the contractor is informed of all processes and circumstances that are important for the execution of the consulting assignment. This also applies to all documents, processes and circumstances that only become known during the consultant's work.
- 3.4. The client shall ensure that its employees and the legally stipulated and, if applicable, established employee representation (works council) are informed of the contractor's (management consultant's) work before it begins.

## 4. Ensuring independence

- 4.1. The contractual partners commit themselves to mutual loyalty.

## **5. Reporting / Reporting Obligation**

- 5.1. The Contractor undertakes to report to the Client on his work, that of his employees and, if applicable, that of commissioned third parties in accordance with the progress of the work.
- 5.2. The final report, if agreed, will be sent to the client within a reasonable time, i.e. two to four weeks, depending on the type of consulting assignment, after completion of the assignment.
- 5.3. The contractor is free from instructions when producing the agreed work and acts at his own discretion and under his own responsibility. He is not tied to a specific place of work or specific working hours.

## **6. Protection of intellectual property**

- 6.1. If the client violates these provisions, the contractor is entitled to immediately terminate the contractual relationship and to assert other legal claims, in particular for injunctive relief and/or compensation.

## **7. Warranty**

- 7.1. The contractor is entitled and obliged, regardless of fault, to correct any inaccuracies and defects in his performance that come to his attention. He will inform the client of this immediately.
- 7.2. This claim of the client expires six months after the respective service has been provided.

## **8. Liability and Compensation**

- 8.1. The contractor is liable to the client for damages - except for personal injuries - only in the event of gross negligence (intentional or grossly negligent). This also applies to damages caused by third parties engaged by the contractor.
- 8.2. The client's claims for damages can only be asserted in court within six months of knowledge of the damage and the person responsible, but no later than three years after the event giving rise to the claim.
- 8.3. The client must provide proof that the damage is due to the contractor's fault.
- 8.4. If the contractor carries out the work with the help of third parties and in this connection warranty and/or liability claims arise against these third parties, the contractor assigns these claims to the client. In this case, the client will primarily rely on these third parties.

## **9. Confidentiality / Data protection**

- 9.1. The Contractor undertakes to maintain absolute confidentiality regarding all business matters that come to his knowledge, in particular business and trade secrets as well as any information he receives about the nature, scope of operations and practical activities of the Client.
- 9.2. Furthermore, the Contractor undertakes to maintain confidentiality towards third parties regarding the entire content of the work as well as all information and circumstances that have come to his attention in connection with the creation of the work, in particular regarding the data of the Client's clients.

- 9.3. The contractor is released from the obligation of confidentiality towards any assistants and representatives he employs. However, he must impose the obligation of confidentiality on them in full and is liable for any breach of the confidentiality obligation by them as if it were his own breach.
- 9.4. The obligation of confidentiality extends indefinitely even beyond the end of this contractual relationship.
- 9.5. The contractor is entitled to process personal data entrusted to him within the scope of the purpose of the contractual relationship. The client guarantees the contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent from those affected.

## **10. Fee**

- 10.1. After completion of the agreed work, the contractor will receive a fee in accordance with the agreement between the client and the contractor. The contractor is entitled to submit interim invoices in accordance with the progress of the work and to request advance payments in accordance with the respective progress. The fee is due upon receipt of the invoice by the contractor.
- 10.2. The contractor will issue an invoice with all legally required features that entitles the holder to deduct input tax.
- 10.3. Any cash outlays, expenses, travel costs, etc. incurred must be additionally reimbursed by the client against the contractor's invoice.
- 10.4. If the agreed work is not carried out for reasons on the part of the client or due to a justified early termination of the contractual relationship by the contractor, the contractor retains the right to payment of the entire agreed fee less any saved expenses. If an hourly fee is agreed, the fee is to be paid for the number of hours that would have been expected for the entire agreed work, less any saved expenses. The saved expenses are agreed as a flat rate of 30 percent of the fee for those services that the contractor has not yet provided by the day the contractual relationship is terminated.
- 10.5. In the event of non-payment of interim invoices, the Contractor is released from his obligation to provide further services. However, this does not affect the assertion of further claims resulting from non-payment.

## **11. Digital Invoicing**

- 11.1. The contractor is entitled to send invoices to the client in electronic form. The client expressly agrees to the contractor sending invoices in electronic form.

## **12. Duration of the Contract**

- 12.1. This contract generally ends with the completion of the project or the services provided according to the offer.
- 12.2. Regardless, the contract can be terminated at any time for important reasons by either party without observing a notice period. Important reasons include in particular:
  - if a contractual partner breaches essential contractual obligations or
  - if insolvency proceedings are opened against a contractual partner or the bankruptcy application is rejected due to insufficient assets to cover costs.

### **13. Final Provisions**

- 13.1. The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and undertake to inform each other immediately of any changes.
- 13.2. Changes to the contract and these General Terms and Conditions must be made in writing; the same applies to any deviation from this formal requirement. There are no oral side agreements.
- 13.3. This contract is governed by German substantive law, excluding the conflict of law provisions of private international law. The place of performance is the place of business of the contractor. The court at the contractor's place of business is responsible for any disputes.