

## General Terms and Conditions of Business and Contract adelphi consult GmbH as Contractor

- Works and services -

### 1. Scope

- 1.1. These General Terms and Conditions of Contract (GTC) apply to all contracts for the provision of work or services in which adelphi consult GmbH, Alt-Moabit 91, 10559 Berlin (hereinafter: "adelphi consult") is the contractor.
- 1.2. General contractual or business terms and conditions of the Principle Contractor (hereinafter: "client") shall not apply unless adelphi consult has expressly consented to their validity in advance. This requirement of consent applies unconditionally, for example also if contractual terms and conditions of the client(s) are attached or referred to in contractual documents as well as if adelphi consult begins with the execution of services in the knowledge of conflicting or deviating terms and conditions of the client(s).
- 1.3. Individual agreements of the parties take precedence. Should these GTC conflict with agreements of the parties in the underlying contract, the contract and the associated agreements shall apply in this respect.

### 2. Service provision

- 2.1. adelphi consult shall provide the services owed under the underlying contract in accordance with the agreed objectives and instructions and in coordination with the client.
- 2.2. If the Client requests subsequent changes in the nature of the performance, these changes shall only become part of the service owed once the parties have agreed on the effects of the changes on the original pricing as well as possible execution deadlines and interim deadlines.
- 2.3. In general, adelphi consult is free to choose the place of service. If the activity requires the presence at a certain place, adelphi consult is obliged to provide the service there.
- 2.4. adelphi consult is free to arrange the working hours. However, adelphi consult will coordinate with the client for the cooperation of the parties and in particular for appointments.
- 2.5. If service/execution dates have been agreed and adelphi consult realises that these dates cannot be met, adelphi consult will notify the client of this in good time, stating the reasons. In this case, the parties will agree on an adjustment of the deadline.

### 3. Remuneration, reimbursement of expenses

- 3.1. The amount of the remuneration shall be determined by the agreement between the parties.
- 3.2. The remuneration covers all remuneration claims of adelphi consult in connection with the contractual services, in particular the work performance and the transfer of rights in accordance with No. 12 of these GTC.
- 3.3. If adelphi consult incurs travel and/or accommodation costs in connection with the fulfilment of the contract caused by the client, these are to be reimbursed separately by the client as additional expenses. If a travel activity is not initiated by the client, but adelphi consult considers it necessary for the fulfilment of the contract, the parties will agree on the necessity before the start of the journey.

### 4. Terms of payment, instalments, down payment

- 4.1. adelphi consult is entitled to monthly invoicing stating the activities performed and expenses incurred. adelphi consult will attach a list of activities and expenses to the invoices.
- 4.2. If a lump sum price has been agreed for the service, adelphi consult is entitled to demand 25 percent of the agreed lump sum price as a down payment upon conclusion of the contract. Further down payments can be agreed between the parties within the scope of the agreement.

- 4.3. Invoice amounts to be paid for changes and additions shall be listed separately from the others with reference to the agreements made or shall be specially marked.
- 4.4. Remuneration and reimbursement of expenses are each due for payment within 14 days of receipt of a proper, auditable invoice. When making payment, the client shall ensure that the correct cost item of the respective order is indicated in accordance with the invoice.
- 4.5. If differences of opinion remain after submission of the final invoice, the client is nevertheless obliged to pay adelphi consult the undisputed amount owed.
- 4.6. If, after acceptance of the final payment marked as such, errors are discovered in the settlement documents, the final invoice shall be corrected. Such errors are errors in the determination of performance and in the application of the general calculation rules, comma and transmission including page transmission errors. The client and adelphi consult are obliged to reimburse the resulting amounts respectively.

## **5. Subcontracts**

- 5.1. adelphi consult is entitled to subcontract parts of the services owed.
- 5.2. The selection of subcontractors is the responsibility of adelphi consult. adelphi consult will base its selection on both qualitative and economic criteria.

## **6. Contract period, termination**

- 6.1. If a contract term is not specified, the contract shall be deemed concluded for an indefinite period.
- 6.2. Each party is entitled to terminate the contract with three months' notice to the end of the month.
- 6.3. The right of the parties to terminate for a compelling reason (Section 648a Paragraph 1 Sentence 2 German civil code, BGB) remains unaffected. adelphi consult is entitled to such an extraordinary right of termination in particular if the client does not comply with its obligations to cooperate despite repeated requests, does not make due payments or insolvency proceedings have been opened against the assets of the client.
- 6.4. The parties agree that they will give notice of termination only in writing.

## **7. Cooperation obligations of the client**

- 7.1. The client will promote the services of adelphi consult by appropriate acts of cooperation. In

particular, they will provide adelphi consult with the necessary information and data free of charge and in good time, as well as allow adelphi consult's employees access to the client's business premises to the necessary extent during normal business hours. Insofar as access to the IT systems of the client is required for the performance, the client shall enable this access in a suitable manner free of charge and in good time.

- 7.2. The client appoints a contact person and a deputy as permanent reference persons for all matters concerning the service. It shall enable these persons professionally and formally to make binding decisions concerning the project itself or to bring about such a binding decision. Insofar as special knowledge of further employees of the client is required for the realisation of the order, the client shall make these employees available as contact persons to the extent necessary.
- 7.3. If the client does not fulfil his duties to cooperate and adelphi consult cannot complete the services in whole or in part within the agreed time for this reason, the period agreed for this shall be extended appropriately. adelphi consult shall not be in default as a result of this delay.

## **8. Data security**

- 8.1. The client shall ensure that for the accounts and system accesses used by adelphi consult and its employees, only read rights or similarly suitable protective measures are in place at the client's premises, by means of which the possibility of an accidental deletion of the client's data is securely and permanently excluded.

## **9. Interim inspection, acceptance for contractual work and services**

- 9.1. As far as adelphi consult owes the production of a work, adelphi consult will hand over the work to the client for acceptance after completion.
- 9.2. If a date has been fixed for the handover in accordance with the contract and the time of handover is postponed beyond the fixed date at the instigation of the client, the risk shall pass to the client for the period of the postponement.
- 9.3. If the client does not ascertain any defects preventing acceptance, it will declare acceptance to adelphi consult in writing or in text form within three weeks at his discretion.

The parties can instead draw up an acceptance protocol, particularly in the case of extensive orders, which is based on the service components of the offer. If the client should not consider an acceptance within the aforementioned period possible due to the concrete condition of the work, it will contact adelphi consult in order to agree on an appropriate extension of the period. If, after the expiry of three weeks, the client has neither submitted the acceptance in the form agreed here nor contacted adelphi consult regarding an extension of the acceptance period, the work is deemed to have been accepted in accordance with Section 640 Paragraph 2 Sentence 1 BGB.

- 9.4. If the client discovers defects during the inspection of the work which, in his opinion, prevent acceptance, it shall inform adelphi consult of its inspection results in text form within three weeks after handover. If there is a non-essential defect, the client cannot refuse acceptance if the contractor expressly acknowledges his obligation to remedy the defect.
- 9.5. If the owed work consists of several, independently usable parts, adelphi consult is entitled to demand a partial acceptance for each of these parts. The provisions in 8.1 to 8.4 apply accordingly to the partial acceptance.
- 9.6. If the freedom from defects of the overall work can only be determined by the interaction of the individual work components, the partial acceptance only extends to the individual part, not to its readiness for acceptance in the overall work.
- 9.7. If the client refuses acceptance, the parties shall immediately agree on a joint meeting in which they shall discuss the points which, in the client's opinion, prevent acceptance. In particular, solutions for the cure of defects shall be identified. The parties shall record the results in writing, stating the date, and sign them. Both parties shall receive a copy of the minutes.
- 9.8. If the parties determine a need for cure that prevents acceptance, adelphi consult will carry out the cure within a reasonable period of time. After completion of the rectification work, the regulations made in No. 9 apply accordingly.
- 9.9. The statutory provisions of the law on contracts for work and services shall apply to the warranty after acceptance of the work.

## 10. Liability

- 10.1. The parties shall be liable to each other in accordance with the statutory provisions, unless otherwise stipulated in the following provisions.
- 10.2. In the case of slight negligence, adelphi consult is only liable insofar as it concerns the breach of an essential contractual obligation. An essential contractual obligation is an obligation whose fulfilment enables the proper execution of a contract in the first place and on the observance of which the other party may regularly rely. In this case the liability of adelphi consult is limited to the foreseeable, contract-typical damage, at the most, however, to the originally agreed order value. Liability for loss of profit of the client is excluded in cases of slight negligence.
- 10.3. For damage caused by delay due to slight negligence, the liability of adelphi consult is also limited to the typically foreseeable damage, but at most to the originally agreed order value.
- 10.4. The provisions of the preceding paragraphs shall apply mutatis mutandis to a limitation of the obligation to compensate for futile expenses (Section 284 BGB).
- 10.5. Claims for damages under the Product Liability Act and in the event of injury to life, limb or health shall remain unaffected by the above limitations of liability.
- 10.6. The above limitations of liability shall also apply in favour of legal representatives, employees and vicarious agents of the parties.

## 11. Documents, return

Insofar as the client has provided adelphi consult or companies associated with adelphi consult with objects or documents in connection with the contract (in particular written documents, drawings, documents, files, notes, letters, memos, own records), adelphi consult shall upon request and at the option of the client destroy these as well as all copies or other physical and non-physical reproductions after completion of the mutually owed services or return them to the client at the latter's expense.

## 12. Copyright and other property rights

- 12.1. Upon completion of the service by adelphi consult, the client receives an exclusive right of use to the results of the order.
- 12.2. The right of use is unlimited in time and space.
- 12.3. In the case of publications, adelphi consult is to be named as the author.

- 12.4. The right of use includes the right to edit the contractual work. In doing so, the client shall ensure that no distortions of meaning occur.
- 12.5. The rights of use shall be granted upon payment of the contractually agreed remuneration; in the case of instalments, upon payment of the final instalment.
- 12.6. Even in the case of an exclusive transfer of the rights of use, adelphi consult reserves the right to use the work itself as the author. In doing so, adelphi consult will do so in a form that does not allow any conclusions to be drawn about the identity or business secrets of the client.
- 12.7. adelphi consult will endeavour to ensure that the works produced and services rendered do not infringe the rights of third parties; however, no liability can be assumed for this. Within the scope of these efforts, adelphi consult will research potentially conflicting rights with its own customary diligence. adelphi consult will inform the client about the result of this research.

### **13. Confidentiality clause**

- 13.1. The contracting parties undertake to treat all information provided to them by the respective other contracting party as well as the contract between the parties with its annexes as trade secrets within the meaning of the Trade Secrets Protection Act (Gesetz zum Schutz von Geschäftsgeheimnissen).
- 13.2. Any use of the trade secrets is limited to use in connection with the contract. The disclosure of trade secrets to third parties is not permitted without the prior consent of the disclosing party. Consents must be given in writing. Third parties within the meaning of this paragraph are not affiliated companies of the parties and consultants who are obliged by law to maintain confidentiality.
- 13.3. To the extent required by applicable law, the recipient is entitled to disclose and share trade secrets. To the extent permitted by law, the receiving party shall inform the disclosing party prior to the disclosure of Confidential Information.
- 13.4. Exempt from the obligation of confidentiality is information which is:
- already generally known when the contract was concluded or subsequently become generally known without any breach of the obligations of confidentiality contained in this contract;

- which adelphi consult has developed independently of this Agreement; or
- adelphi consult has received from third parties or outside this Agreement from the disclosing party without an obligation of confidentiality.

The burden of proof of the existence of the exceptions referred to in this paragraph shall be on the party invoking the exception.

- 13.5. The obligation to maintain confidentiality shall apply for the term of the contract and for a period of three years after termination of the contract.
- 13.6. adelphi consult is entitled to use experiential knowledge, such as ideas, concepts, methods and know-how, which is developed or disclosed in the course of the performance of the contract and is stored in the memory of the persons employed by adelphi consult for the performance of the service. This does not apply as far as industrial property rights or copyrights of the client are violated by this. The obligation to maintain confidentiality remains unaffected by this.

### **14. Place of performance, place of jurisdiction, choice of law**

- 14.1. Place of performance is Berlin, Germany.
- 14.2. This contract and the legal relationships arising from it shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 14.3. The exclusive place of jurisdiction for all disputes arising from this contract or in connection with this contract is Berlin. This shall only apply to merchants or if the client does not have a general place of jurisdiction in Germany, relocates his/her place of residence or habitual abode outside Germany after conclusion of the contract or if his/her place of residence or habitual abode is not known at the time the action is brought.

### **15. Final provisions**

- 15.1. In the event of differences of opinion, the parties shall always seek to reach an amicable settlement within two months before taking legal action, taking into account the agreements made in this contract.
- 15.2. Verbal collateral agreements do not exist at the time of conclusion of the contract. The parties shall record any amendments to the contract or these contractual terms in writing.