

General Terms and Conditions

of consenso Consulting GmbH for consulting services

1. Contractual object, scope

- 1.1 These general terms and conditions ("GTC") for consulting services apply to the commissioning of consenso Consulting GmbH ("consenso") in regards to organisational and business consulting, systems consulting and support, on consensus premises or via remote connection or other media, optimisation services, error handling (troubleshooting), changes and amendments to standard software or relevant support services, standard installation and development services, interface programming or relevant support services as well as inhouse training of the customer's employees. The parties may agree on onsite assignments at the customer's premises. These assignments shall be individually coordinated and agreed between the parties, including the associated costs. These GTC do not apply to work performances (German: "Werkleistungen") in regards to software development and programming services in the context of the individual development of customer-specific solutions.
- 1.2 Content, scope, time and place of the services to be rendered by consenso follow the customer's order confirmed in writing and consenso's corresponding written confirmation. consenso will inform the customer of any necessary additional or complementary activities. consenso can refuse to execute a contract, if it rates the fulfilment of the customer's specifications as impracticable or if it does not have sufficient capacity.
- 1.3 Conflicting or differing terms and conditions of the customer shall not be part of the contract, unless consenso confirms their inclusion in writing. Within the scope of current business relations, these GTC of consenso shall apply even without explicit mention for all business transactions between the customer and consenso.

2. Remuneration, accounting, due date, payment

- 2.1 Unless otherwise agreed, the services provided by consenso shall be invoiced on a time and material basis in accordance with the agreed remuneration arrangement. The remuneration shall be calculated on the basis of the actual time spent on the performance of the services.
- 2.2 Travel expenses and other ancillary costs shall be invoiced separately in accordance with the applicable agreement.
- 2.3 consenso invoices the rendered services according to clause 2.1 and the additional expenses according to clause 2.2 on a monthly basis, including activity reports and supporting documents, unless the parties have agreed deviating accounting cycles in the context of the respective contract.
- 2.4 The respective invoice amounts plus the statutory value added tax are due and payable to consenso within 30 bank days, as of receipt of the invoice by the customer, without any deduction.
- 2.5 The customer shall be entitled to offset or assert a right of retention regarding consenso's claims arising from the contractual relationship, only if and in so far as the underlying counterclaim is established as legally valid or not contested.
- 2.6 The customer is only entitled to assign claims arising from the contractual relationship with the prior written consent of consenso. consenso will only refuse to give this consent for important reasons.

3. Customer's obligation to cooperate

- 3.1 The customer shall support consenso in providing the commissioned services where reasonable, necessary and appropriate. Among other things, the customer must ensure that consenso is provided with all essential information and documents, in due time and in full, that the necessary conditions for the service provision on his premises are fulfilled (in particular, IT and communication infrastructure, appropriate

rooms and office services) and qualified staff of the customer is available to a reasonable extent in order to ensure the necessary framework required to provide the services.

- 3.2 The services shall predominantly be performed by means of remote access to the Client's IT systems from consenso's business premises. The Client shall create the technical prerequisites necessary for such remote access and shall maintain them for the duration of the performance of the services.
- 3.3 On consenso's request, the customer shall immediately confirm the execution of a respective commissioned service by signing the activity reports presented by consenso or its employees.
- 3.4 consenso is entitled to invoice any additional costs, incurred by the customer through non-performance of the obligation to co-operate as per clause 3.1, at the agreed rates, respectively the actual amount to be proven by consenso. This shall also apply in the event of circumstances within the customer's sphere of responsibility impeding consenso in executing the contract, unless the customer provides a remedy immediately upon consenso's notice of delay.

4. Rights of use and copyrights

- 4.1 consenso will grant the customer a not exclusive right of use, unrestricted as to time and place, regarding consenso's working results based on the respective contract. consenso ensures that the concession of the right of use does not conflict with any third-party rights. The customer may only use the working results in the context of the contract purpose and must not forward them to any third-party outside the scope of this contract. Besides, consenso shall be entitled to make shared use and to make any other use of these working results.
- 4.2 The software processed by consenso within the scope of the contractual relationship is protected by copyright. All rights related to the software, especially the comprehensive copyright with all associated rights to the programs, documents, concepts and information in the context of the execution of the contract, are exclusively due to consenso, also in so far as these items have been developed based on specifications of or in co-operation with the customer. The customer shall be entitled to use these items within his own company like consenso standard software and to claim consenso's written consent to forward them to companies which are affiliated with the customer according to §§ 15 et seq. of the German Stock Corporation Act (AktG).

5. Use of AI-Supported Technologies

- 5.1 The Contractor shall be entitled to use modern IT-supported tools and artificial intelligence systems (AI systems) for the preparation, support and performance of the contractually agreed services, provided that their use complies with applicable legal and contractual requirements as well as the Contractor's internal requirements relating to data protection, information security and compliance.
- 5.2 The decision as to the selection, use or non-use of specific AI systems shall rest exclusively with the Contractor. The Client shall have no right to require the use or non-use of specific AI systems unless this has been expressly agreed in text form.
- 5.3 If the Client grants approval for certain information to be processed using an AI system, this shall not give rise to any right to the use of the system designated or approved by the Client. The Contractor shall be entitled to decline the use of an AI system, in particular for reasons relating to data protection, information security, compliance, technical considerations or other legal grounds.
- 5.4 The Contractor shall process the Client's confidential information, personal data, and trade and business secrets

exclusively in compliance with applicable statutory provisions, contractual confidentiality obligations, and its internal security and compliance requirements.

- 5.5 AI systems that have not been approved shall not be used to process the Client's confidential information.

6. Delay, deficiencies in services

- 6.1 Should consenso fall behind with the execution of a commissioned service, the customer may terminate the contract in whole or in part after two extensions of time. Extensions of time must cover at least 12 working days. Services already provided by consenso must be settled according to the regulations in clause 6.2.

- 6.2 If a service is not rendered as ordered and consenso is responsible for this, consenso shall be obliged to provide the service as ordered without additional costs for the customer within a reasonable period of time, if and in so far as the customer complains in writing immediately, at the latest within 10 working days upon service provision. If the service cannot be rendered as ordered within the reasonable period of time set by the customer, due to reasons in the responsibility of consenso, the customer is entitled to terminate the relevant service and to demand compensation according to clause 7.

7. Liability

consenso shall be liable, according to the following regulations and limitations, within the framework of the statutory provisions for personal injury, property damage and financial losses:

- 7.1 In the case of damage to life, body or health, consenso is liable without limitation.
- 7.2 consenso shall be liable without limitation for damages caused by intent or gross negligence by its legal representatives or its management executives during order execution. However, in the event of a minor negligent breach of essential contractual obligations according to clause 7.5 by legal representatives or management executives, consenso's liability shall be limited to the replacement of the foreseeable, contract-typical damage according to clause 7.6. Legal liabilities regarding data protection are not covered with this liability regulation.
- 7.3 consenso shall be liable for damages caused by vicarious agents, if the damage was caused by intent or gross negligence. However, in the event of a minor negligent breach of essential contractual obligations according to clause 7.5, consenso's liability shall be limited to the foreseeable, contract-typical damage according to clause 7.6.
- 7.4 consenso's liability shall be excluded for any:
- damages due to minor negligent breach of non-essential contractual obligations;
 - consequential damages, including in particular, but not limited to, production losses and lost profit, if and in so far as these damages are not caused by intent or gross negligence or the breach of important contractual obligations according to clause 7.5;
 - damages due to unforeseeable and inevitable events at the customer ("force majeure");
 - data losses, if and in so far as these are not caused by intent or gross negligence or the breach of important contractual obligations according to clause 7.5, and the customer is not responsible for any measures not taken to save and reconstruct the data.
- 7.5 An essential contractual obligation ("cardinal duty") is an obligation whose fulfilment mainly facilitates the proper execution of the contract and on whose compliance the parties to the contract may generally rely.
- 7.6 A foreseeable, contract-typical damage is a damage that consenso has foreseen as a possible consequence of a breach

of contractual obligations when concluding the contract, or should have foreseen, considering the circumstances consenso knew or should have known. The foreseeable, contract-typical damage is limited to the respective contract value.

- 7.7 Claims for damages or for reimbursement against consenso shall expire within one year from the customer's time of knowledge or grossly negligent ignorance of circumstances giving rise to liability. However, the statutory limitation due to intent and gross negligence as well as of claims due to damage to life, body or health remains unaffected.

8. Data protection, data security

- 8.1 The customer and consenso shall be mutually obliged to comply with the regulations for data protection and security. If and in so far as the execution of an order comprises the processing of personal data by consenso, the applicable rules on data protection shall be observed. consenso will only process the personal data entrusted to it – or have it processed – in the context of the provision of services, and the personal data will be deleted upon completion of the service provision in accordance with statutory regulations. Compliance with the relevant data protection provisions, especially with the BDSG (German Data Protection Act) respectively the General Data Protection Regulation (GDPR), is ensured. More details are contained in the [Data Privacy Statement](#).

- 8.2 consenso is only liable for the destruction or loss of data, if this was caused by intent or gross negligence or the breach of essential contractual obligations (clause 7.5) and the customer has ensured the possibility of data reconstruction with reasonable efforts.

9. Non-disclosure, non-solicitation agreement

- 9.1 The parties commit themselves to treat all confidential processes made known to them during order execution, in particular business or corporate secrets of the respective other party as well as applied methods and procedures, as strictly confidential and to neither forward them to third-parties nor use them in any other manner. This also applies to unauthorised employees of both, consenso and the customer, unless the disclosure of information is a requirement for the proper order execution by consenso. For the purpose of this regulation, third-parties do not comprise consultants, lawyers and similar persons entrusted with representing the interests of the respective party. Companies affiliated with consenso are also not to be regarded as third-parties within the meaning of this regulation. In cases of doubt, the parties shall be obliged to ask the respective other party for approval prior to such a disclosure.

The parties are not committed to the non-disclosure of information that is generally known, made known by third-parties without violation of any confidentiality clause against the respective party, or that must be disclosed due to official or statutory obligations.

These non-disclosure obligations shall continue to be valid for a period of five years upon termination of the contractual relationship.

- 9.2 During the contractual relationship and for a period of six months upon its termination, the customer shall be obligated not to employ staff members or vicarious agents of consenso, neither directly nor indirectly.

10. Force Majeure

- 10.1 "Force Majeure" means the occurrence of an event or circumstance that prevents a party from performing one or more of its contractual obligations under the Agreement, if and to the extent that the party affected by the impediment proves that: (a) the impediment is beyond its reasonable control; and (b) it could not reasonably have been foreseen at the time the

Agreement was entered into; and (c) the effects of the impediment could not reasonably have been avoided or overcome by the affected party.

- 10.2 In the absence of proof to the contrary, the following events affecting a party shall be presumed to satisfy the requirements set out in paragraph 1(a) and (b) of this clause: (i) war (whether declared or undeclared), hostilities, invasion, acts of foreign enemies, extensive military mobilisation; (ii) civil war, civil commotion, rebellion and revolution, military or other seizure of power, insurrection, acts of terrorism, sabotage or piracy; (iii) currency and trade restrictions, embargoes, sanctions; (iv) lawful or unlawful acts of public authorities, compliance with laws or governmental orders, expropriation, seizure of works, requisition, nationalisation; (v) plague, epidemic, natural disaster or extreme natural event; (vi) explosion, fire, destruction of equipment, prolonged breakdown of transportation, telecommunications, information systems or energy supply; (vii) general labour disturbances such as boycotts, strikes and lockouts, go-slow actions, and occupation of factories and buildings.
- 10.3 A party that successfully invokes this clause shall, from the time at which the impediment makes performance impossible, be released from its obligation to perform its contractual obligations and from any liability for damages or any other contractual remedy for breach of contract, provided that notice thereof is given without undue delay. If notice is not given without undue delay, the release shall take effect from the time the notice reaches the other party. Where the effect of the invoked impediment or event is temporary, the consequences set out above shall apply only for as long as the invoked impediment prevents the affected party from performing the Agreement. If the duration of the invoked impediment has the effect of substantially depriving the contracting parties of what they were reasonably entitled to expect under the Agreement, either party shall have the right to terminate the Agreement by giving notice to the other party within a reasonable period of time. Unless otherwise agreed, the parties expressly agree that either party may terminate the Agreement if the impediment continues for more than 120 days.

11. Final provisions

- 11.1 Changes and amendments to these conditions must be made in writing.
- 11.2 Should individual clauses of this GTC become ineffective or unfeasible due to legal reasons, this will not affect the effectiveness of the other clauses. The statutory regulation will then replace the ineffective or unfeasible clause.
- 11.3 The contractual relationship is exclusively governed by the laws of the Federal Republic of Germany.
- 11.4 The place of fulfilment for all services of consenso is Bielefeld, unless a deviating place of fulfilment is agreed with the customer. Place of fulfilment for all payments is Bielefeld, Federal Republic of Germany.
- 11.5 The place of jurisdiction for all disputes arising from and in the context of the contractual relationship is Bielefeld, Federal Republic of Germany. If consenso is the claimant, it is also entitled to take legal action in front of the court legally responsible for the customer's registered office.