

## 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 in-house training of the customer's employees. The parties may agree on on-site 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 The services rendered by consenso shall be remunerated at cost according to the relevant applicable schedule of fees provided to the customer by consenso before placing the order.
- 2.2 In addition to the respective fees, consenso is entitled to reimbursement of additional expenses resulting from carrying out the services (remuneration for travel time, costs for travel by car or rental car, always including possible parking fees, costs of transport by taxi, public transport, train, aircraft or ship, accommodation costs, additional meal allowances) as per the relevant applicable schedule of fees.
- 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 10 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 co-operate

- 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 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.
- 3.3 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 developed by consenso in the context 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 AktG (German Companies Act, "group company").

### 5. Delay, deficiencies in services

- 5.1 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 2.
- 5.2 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 6.

### 6. 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:

- 6.1 In the case of damage to life, body or health, consenso is liable without limitation.
- 6.2 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 6.5 by legal representatives or management executives, consenso's liability shall be limited to the replacement of the foreseeable, contract-typical damage according to clause 6.6. Legal liabilities regarding data protection are not covered with this liability regulation.

6.3 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 6.5, consenso's liability shall be limited to the foreseeable, contract-typical damage according to clause 6.6.

6.4 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 6.5;
- 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 6.5, and the customer is not responsible for any measures not taken to save and reconstruct the data.

6.5 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.

6.6 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.

6.7 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.

## 7. Data protection, data security

7.1 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](#).

7.2 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 6.5) and the customer has ensured the possibility of data reconstruction with reasonable efforts.

## 8. Non-disclosure, non-solicitation agreement

8.1 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.

8.2 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.

## 9. Final provisions

9.1 Changes and amendments to these conditions must be made in writing.

9.2 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.

9.3 The contractual relationship is exclusively governed by the laws of the Federal Republic of Germany.

9.4 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.

9.5 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.