

**Lutz Jansen Unternehmensberater
General Consultancy Terms and Conditions**

1 Scope

- 1.1. These General Consultancy Terms and Conditions apply to contracts whose subject matter involves provision of advice and information by the Contractor to the Customer in the planning, development and implementation of business and other decisions and projects, including in the following areas:
 - Company management/business consultation
 - Human resources and welfare
 - Marketing and sales
 - Technology and logistics
 - Data processing, including preparation of hardware and software selection decisions
 - Accounting and invoicing
 - Planning and control
 - Administration and organisation
 - Foreign business (export/import)
- 1.2. The Customer's General Business Terms and Conditions shall only apply if expressly agreed in writing.

2 Subject Matter / Scope of Services

- 2.1. The subject matter of the Agreement is the agreed provision of consultancy services (as described in the Agreement) and not the achievement of a specific business outcome or the completion of an expert report or similar work. The services provided by the Contractor shall be deemed complete when the required analyses, developed from the findings and recommendations, have been provided to the Customer. Whether or at what time the findings and recommendations are implemented has no significance.
- 2.2. At the Customer's request, the Contractor shall provide a status report on contract performance and, following contract completion, shall provide a detailed report on the significant aspects of the process and the results of the consultancy services provided. Any requirement for the Contractor to provide a comprehensive written report – particularly to present to a third party – shall be agreed separately.
- 2.3. The Contractor shall perform any and all work with utmost care and attention and shall ensure that the specific circumstances and the Customer's needs are taken into account.
- 2.4. In its studies and analyses, the Contractor shall present the company's status accurately and completely in relation to the task at hand. Data provided by any third party or by the Customer shall be checked for plausibility only. Findings and recommendations derived from the studies conducted shall be reached according to best knowledge principles and using recognised scientific and practical rules. Presentation of recommendations shall be comprehensible and self-explanatory.

- 2.5. Unless otherwise agreed, the Contractor may commission qualified subcontractors in the fulfilment of its contractual requirements. The Contractor shall retain responsibility as primary contractor. The Contractor shall use suitably trained and qualified employees and shall supervise and manage same throughout contract performance. In all other cases, the Contractor may use its discretion in selecting or replacing employees.

3 Changes to the Scope of Services

- 3.1. The Contractor shall take account of any changes the Customer requests, where they can be reasonably expected given his operational capacity and particularly in terms of level of effort and the schedule.
- 3.2. If the feasibility study for or the implementation of the requested changes impacts on the terms of the Agreement, particularly as regards the Contractor's level of effort or the schedule, the parties shall make the necessary amendments to the Agreement. This especially applies to increasing remuneration and rescheduling agreed dates. Unless otherwise agreed, until such time as the Agreement has been amended, the Contractor shall continue to perform as agreed without taking account of the change request.
- 3.3. If a comprehensive analysis of the increased level of effort is necessary, the Contractor shall be entitled to request a separate order.
- 3.4. Amendments and additions to the Agreement shall require the written form for effectiveness. Records of associated discussions and project status shall comply if signed by the parties' designated representatives.

4 Confidentiality / Data Privacy

- 4.1. The Contractor shall be under obligation for an indefinite period to treat as confidential any and all information and business and operational secrets marked as such that the Customer provides under the Agreement. The passing of such confidential items to any third party not involved in the Agreement requires the Customer's written consent.
- 4.2. The Contractor shall place all individuals it involves in the performance of the Agreement under obligation to comply with this provision.
- 4.3. The Contractor shall comply with the provisions of the Data Protection Act (Datenschutzgesetz) in processing or commissioning any third party to process personal data it receives for the purpose of fulfilling his contractual responsibilities.

5 Customer Cooperation

- 5.1. The Customer shall to the best of its ability support the Contractor and provide within its operational sphere the appropriate conditions to enable contract fulfilment. In particular, the Customer shall provide in a timely manner any and all documents that are either necessary or significant to contract fulfilment.
- 5.2. At the Contractor's request, the Customer shall certify in writing the accuracy and completeness of its documents, information and verbal statements.

6 Remuneration / Payment Terms / Offsetting Claims

- 6.1. Payment for services provided by the Contractor shall be agreed in writing, taking the form of either an hourly fee for the time required to complete the work or a fixed fee. A fee based on the level of success or a fee to be paid solely in the event of successful completion are excluded. Unless otherwise agreed, the Contractor shall be entitled to reimbursement of expenses in addition to the contractually agreed fee. Payment terms are set out in the Agreement.
- 6.2. The Contractor's price list (as amended) shall apply for long-term contracts invoiced according to effort. A copy shall be provided to the Customer. For contracts completed in the fourth quarter, the agreed prices shall also apply for the following year. If the price adjustment significantly exceeds prevailing market rates, the Customer shall be entitled to terminate the Agreement.
- 6.3. Any and all payments shall be due upon receipt of invoice and payable immediately without deductions. The statutory VAT rate shall be added to all prices stated and listed as a separate invoice item.
- 6.4. Multiple customers (individuals or legal entities) shall be jointly and severally liable.
- 6.5. Offsetting of claims against the Contractor's request for payment and reimbursement of expenses shall only apply when the claims are undisputed, have been proven or are subject to a final or pending court ruling.

7 Defect Remedy

- 7.1. If the work can be improved, the Contractor shall remedy defects attributable to it if it is possible to do so with a reasonable amount of effort. The Customer shall report any and all defects in writing without delay and no later than within 6 months from the date of delivery.
- 7.2. If attempts at defect remedy fail, the Customer shall be entitled to request a deduction in the payable fee or to withdraw from the Agreement. If the Customer is a business, a legal entity under public law or a special fund governed by public law, the Customer may only re-

quest to withdraw from the Agreement if the services performed are no longer of benefit as a result of the failure to remedy the defect. All other claims for loss or damage shall be governed by Section 8.

8 Liability

- 8.1. The Contractor shall be liable to the Customer, irrespective of the legal grounds, for any and all damages caused due to wilful misconduct or gross negligence on the part of the Contractor, its entities or managerial employees. The exclusion of a warranty provision shall not apply to liability for damage to life, limb or health. The Contractor's liability and breach of obligation is deemed equal to that of a legal representative or agent.
- 8.2. Liability for simple negligence exists solely in the case of significant breaches of contract. In this case, and in those of wilful misconduct and gross negligence on the part of non-managerial servants and agents, the Contractor shall be liable in the amount typically applicable, giving consideration to all significant and recognisable circumstances of potential loss or damage. Individual cases of loss or damage shall not exceed EUR 250,000. An individual case of loss or damage encompasses the sum of the damage claims made by all those entitled to claim against a single, identifiable and thus separate service provided in a given period. If the Contractor foresees a significantly greater risk, it shall propose a higher liability sum to the Contractor, with payment due being adjusted accordingly. The Contractor shall not be liable for the Customer's incorrect use or implementation of the services provided and of recommendations contained in work documents.
- 8.3 Claims for loss or damage on the part of the Customer against the Contractor shall expire 2 years from the time of entitlement and acknowledgement or detection and under no circumstances later than 5 years from the time a claim entitlement occurs. Curtailment of the limitation period shall not apply in cases of wilful damage or malice.

9 Property Clause

- 9.1. The Customer shall ensure that any and all reports, organisational plans, drafts, drawings, lists and calculations produced by the Contractor in the fulfilment of his contractual obligations are used solely for the contractually agreed purpose and are neither reproduced, processed, translated, copied, passed on nor disseminated without express approval in each individual case. Use of the supplies or services provided by the Contractor's businesses associates shall be subject to an express written agreement between the parties.
- 9.2 If the work results are capable of being placed under copyright, the Contractor shall hold the copyright. In such cases, the Customer shall, with the exception of the limitations laid down in Paragraph 1 sentence 1, be granted a temporally and geographically unlimited, irrevocable, exclusive and non-transferable license to the work results.

10 Loyalty Clause

- 10.1. The parties agree to observe mutual loyalty. They shall notify each other without delay of any and all circumstances that occur during the course of the project and which may affect its progress.
- 10.2. In particular, the parties shall neither employ nor otherwise use the services of employees or former employees who are or were involved in the Agreement within a twelve month period following completion of their cooperation endeavours.
- 10.3. The Customer shall notify the Contractor without delay of any and all intentions on the part of Contractor employees involved in the Agreement to terminate or otherwise change their employment status.

11 Force Majeur

Events caused by force majeure that significantly affect performance or temporarily make it impossible to continue shall entitle the respective party to postpone completion of its contractual obligations for the duration of the disturbance and to add on a reasonable period once work resumes.

12 Termination

- 12.1. Unless otherwise agreed, the Agreement may be terminated by giving 14 days' notice to the end of a month. The right to terminate for cause remains unaffected.
- 12.2. Termination requires the written form for effectiveness.

13 Right of Retention / Safeguarding Documentation

- 13.1. Prior to receipt of full payment, the Contractor has the right to retain any and all documents. Exercise of the right of retention shall however be deemed a breach of the loyalty clause if, in the interests of both parties, it could result in unjustifiable loss or damage.
- 13.2. Upon receipt of full payment owed under the Agreement, the Contractor shall return any and all documentation received from either the Customer or any third party during the course of the Agreement. This shall not apply to correspondence between the parties and to single copies of reports, organisational plans, drawings, lists, calculations, etc. produced under the Agreement if the Customer is in receipt of the original.

- 13.3. The Contractor's obligation to safeguard documentation shall expire six months from receipt of the written collection request. In all other cases, a period of five years after termination of the contractual relationship shall apply to documentation retained within the meaning of Section 13.1.

14 Miscellaneous

- 14.1. Rights arising from the contractual relationship with the Contractor may only be transferred with prior written consent.
- 14.2. Any and all claims arising from this Agreement shall be governed solely by the law of the Federal Republic of Germany.
- 14.3. Any and all amendments and additions to these provisions or to the Agreement require the written form and shall be expressly marked as such.
- 14.4. If the customer is a business, a legal person under public law or a special fund governed by public law, the place of jurisdiction for any and all disputes arising from this Agreement is the Contractor's domicile.