

General Terms and Conditions for the Purchase of Services and Works of sympacon Beratungsgesellschaft mbH

(as of 02.11.2023)

§ 1 Principles

(1) These General Terms and Conditions regulate the framework conditions for the purchase of services and works from sympacon Beratungsgesellschaft mbH, hereinafter referred to as the client.

(2) The specific modalities of the respective order (time scope, remuneration, etc.) shall be agreed by means of an offer submitted by the Contractor or an order placed by the Client.

§ 2 Provision of the service

(1) The Contractor shall provide its services independently, on its own responsibility and in accordance with the state of the art in science and technology.

(2) The Contractor warrants that it has the know-how required to provide the service. This shall also apply to the Contractor's own employees and any subcontractors engaged by the Contractor.

(3) The Contractor shall in principle make all investments necessary to carry out the order (hardware, software, employees, etc.) itself and at its own expense.

(4) If the Contractor wishes to commission subcontractors, it shall inform the Client thereof prior to their deployment.

§ 3 Remuneration for services

(1) The Contractor shall receive remuneration for its work that is agreed as part of the offer, the order or the declaration of acceptance of the order and includes all of the Contractor's expenses. Travel times and travel costs (expenses) can only be invoiced if these are explicitly agreed.

(2) The Contractor may only invoice the services actually rendered by it, whereby the agreed scope of services always represents the maximum scope. The Contractor shall not be entitled to complete performance of the maximum scope stated; the Client shall not owe the Contractor any acceptance guarantee for this.

(3) If it is foreseeable during the project that the agreed fee budget will be exceeded, the Contractor shall inform the Client.

(4) The agreed fee shall be due 30 days after receipt of the Contractor's proper and verifiable invoice by the Client.

(5) Claims by the Contractor can only be asserted against the Client within 6 months of the end of the respective activity. This must be in writing.

(6) The client has the right to cancel an order. The Contractor's right to payment of the remuneration for services already rendered shall remain unaffected.

(7) The remuneration shall be subject to value added tax, if required by law.

§ 4 Handover, acceptance, and remuneration for work services

- (1) The Contractor shall notify the Client of the completion of agreed partial services ("milestones") and the overall service without delay, exclusively in the event that the Contractor provides work services in accordance with Sections 631 et seq. of the German Civil Code (BGB).
- (2) The Client or its customer shall inspect the service without delay. It shall be deemed to have been accepted if the Client does not notify the Contractor in writing of the defects it has identified within a period of 30 days after notification of completion. In this case, the Client shall set the Contractor a grace period to rectify the defects. If this grace period expires without result, the client shall be entitled to reject the rectification of defects by the contractor and to carry out a substitute performance at the contractor's expense.
- (3) Payment shall be made after acceptance of the service or partial service. Payments on account may be agreed.
- (4) At the request of both parties, partial acceptances may also take place, which must be agreed in writing. The same applies to agreements on deviating handover and acceptance provisions for individual services. Reservations on acceptance due to known defects must also be made in writing.
- (5) Unless otherwise agreed in the order or offer, the statutory provisions shall apply to any warranty claims of the Client against the Contractor.

§ 5 Confidentiality

- (1) The Contractor and the Client undertake to treat all relevant business matters and processes of both parties and of the Client's customer as strictly confidential, even beyond the end of the respective order, and to store any documents provided carefully, to protect them from access by third parties and to return them without being requested to do so after the end of the respective order or to destroy or delete them permanently. The Contractor and the Client shall obligate their employees accordingly in writing.
- (2) The Contractor undertakes to maintain absolute confidentiality with regard to the conditions stipulated for the respective order (in particular remuneration), in particular vis-à-vis customers of the Client or third parties (with the exception of consultants such as tax advisors or lawyers).
- (3) A contractual penalty of EUR 15,000.00 is agreed for each case of breach of confidentiality. The right to claim further damages and injunctive relief is reserved.

§ 6 Loyalty obligation

(1) The Contractor and the Client undertake not to entice away employees, managing partners, freelancers or other contractual partners, either directly or indirectly, and not to establish an employment relationship, freelance relationship or other contractual relationship with them.

(2) Furthermore, the Contractor undertakes not to work directly or indirectly via third parties with the Client's customer on the same project or a follow-up project or in the same department without the involvement of the Client for the duration of an order and for twenty-four months after completion of an order.

(3) For each case of breach of the duty of loyalty, a contractual penalty of EUR 15,000.00 shall apply, waiving the defense of continuation of the contract. We reserve the right to assert further claims for damages and injunctive relief.

§ 7 Property rights

(1) The Contractor and the Client agree that the Client shall be entitled to all copyrights, patent, and trademark rights as well as other intellectual and/or industrial property rights arising in connection with the execution of orders, as far as this does not conflict with any mandatory statutory provisions. If and to the extent that such rights cannot be transferred in full to the Client, the Contractor hereby grants the Client an exclusive right of use free of charge.

§ 8 Liability

(1) The Contractor shall be liable for itself and its employees in the event of intentional or grossly negligent behavior for all damages incurred by the Client or its customers.

(2) The Contractor undertakes to maintain professional liability insurance with cover for financial losses of at least EUR 500,000.00 during the execution of an order.

§ 9 Data protection

(1) The Contractor and the Client undertake to maintain data secrecy in accordance with the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (BDSG). They are aware that it is prohibited to process, disclose, make accessible or otherwise use protected personal data without authorization for any purpose other than the respective lawful performance of the task.

(2) The client's privacy policy is available at [\(LINK XXX\)](#).

(3) The Contractor and the Client shall also obligate all of their employees to maintain data secrecy in writing.

§ 10 Compliance with the Minimum Wage Act (MiLoG)

(1) The Contractor assures the Client that the employees it deploys will comply with the provisions of the MiLoG.

(2) Insofar as the Client is held liable due to the Contractor's breach of the provisions of the MiLoG by its employees, the Contractor shall indemnify the Client against any financial loss incurred in this respect.

§ 11 General provisions

(1) The client has the right to amend these GTC unilaterally. In such a case, the Client shall inform the Contractor of these changes and grant it a six-week right of objection. If the Contractor does not object within this period, the new amended GTC shall apply to it. Excluded from the right to unilaterally amend these GTC are provisions of the relevant main performance obligations and rights.

(2) Amendments to the GTC and the order must be made in text form; this also applies to the revocation of this text form clause.

(3) The validity of any general terms and conditions of the contractor is generally excluded but can be agreed individually within the framework of the respective offer or the respective order.

(4) These GTC and the offers or orders based on them are subject exclusively to the law of the Federal Republic of Germany, with the express exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of laws rules of private international law.

(5) The place of jurisdiction is - as far as permissible - Hildesheim.