

General Terms for Consulting Services (EU B2B)

§ 1 Scope of Application

1.1. These General Terms for Consulting Services apply to all contracts for consulting, analysis, concept development, project support, and other professional assistance services provided by the Contractor to Clients acting, at the time of contract conclusion, in the course of their trade, business, or independent professional activity (B2B).

1.2. These Terms apply in particular to cross-border consulting relationships within the European Union and the European Economic Area, unless mandatory provisions of the law applicable in the individual case provide otherwise.

1.3. Any deviating, conflicting, or supplementary terms and conditions of the Client shall become part of the contract only if the Contractor has expressly agreed to their application in text form.

§ 2 Subject Matter of the Contract and Scope of Services

2.1. The subject matter of the engagement is the consulting or support service agreed in the individual contract, proposal, statement of work, or project order. Unless expressly agreed otherwise, the Contractor does not owe a specific economic, regulatory, factual, or legal outcome, but rather the professional performance of the agreed services.

2.2. The content, scope, timetable, cooperation duties, and remuneration shall primarily be governed by the parties' individual agreements. These Terms supplement such agreements to the extent that no deviating provisions have been made therein.

2.3. The Contractor shall perform its services with appropriate professional care in accordance with the recognised rules of the relevant professional practice. Data, documents, information, and statements provided by the Client or by third parties shall, as a rule, not be verified as to their substantive accuracy, completeness, or legal reliability unless such verification is expressly part of the engagement.

2.4. Results, recommendations, assessments, opinions, or drafts are based on the state of knowledge available at the time the services are rendered and on the information provided. To the extent legal or regulatory assessments are involved, these do not constitute an anticipation of any judicial or administrative decision.

2.5. The Contractor is entitled to use qualified employees, freelancers, or subcontractors for the performance of the services. The Contractor shall remain responsible vis-à-vis the Client for performance in accordance with the contract.

§ 3 Reports and Information

To the extent that results or recommendations are provided in writing, in text form, or in any other documented form, that version shall be authoritative. Drafts, working papers, and preliminary interim results are non-binding unless

expressly designated as binding. Oral statements and information shall only be binding if confirmed by the Contractor at least in text form.

§ 4 Changes to Services

4.1. The Contractor shall take into account requests by the Client for changes or additions to the extent such requests are reasonable from a professional, organizational, and timing perspective.

4.2. If changes affect the scope of services, timetable, cooperation duties, resources, or remuneration, the parties shall appropriately adjust the contractual basis. Until agreement has been reached on such adjustment, the Contractor shall be entitled to continue performance on the basis of the existing arrangements.

4.3. The Contractor may charge separate remuneration for the review, evaluation, or costing of substantial change requests where objectively justified in the individual case.

4.4. Changes, additions, approvals, and other contractually relevant declarations must be made at least in text form unless mandatory law requires a stricter form. Emails, documented approvals in collaboration or project tools, and electronically signed documents are sufficient, provided the declaration can be stored durably.

§ 5 Confidentiality / Data Protection

5.1. The parties undertake to treat as confidential all confidential information of the other party made available to them in connection with the contract and to use such information solely for the purpose of performing the contract. Confidential information includes, in particular, information marked as confidential and information whose confidential nature is apparent from its nature or the circumstances of disclosure.

5.2. The confidentiality obligation shall not apply to information that is demonstrably public knowledge without a breach of this agreement, was lawfully obtained from third parties, or must be disclosed due to a legal obligation or a court or administrative order. In the latter case, the other party shall be informed in advance to the extent legally permissible.

5.3. To the extent personal data are processed in connection with performance of the contract, the parties shall comply with the applicable data protection laws, in particular the GDPR. Where required, the parties shall enter into a separate data processing agreement or other data protection documentation before processing begins.

§ 6 Client Cooperation Duties

6.1. The Client shall support the Contractor to a reasonable extent and shall provide in due time all information, data, access, decisions, and documents necessary or useful for proper performance of the engagement.

6.2. At the Contractor's request, the Client shall confirm, at least in text form, the accuracy and completeness of the documents, information, and statements provided.

§ 7 Remuneration / Payment Terms / Set-Off

7.1. Remuneration shall be determined by the individual agreement and shall, unless otherwise agreed, be calculated on a time-and-materials basis or as a fixed fee. Incidental costs, travel time, travel expenses, third-party costs, and out-of-pocket expenses shall be charged separately where agreed or customary for the nature of the engagement.

7.2. Unless otherwise agreed, invoices are payable without deduction within 14 calendar days from the invoice date. Statutory VAT or other legally due indirect taxes shall be charged additionally where applicable.

7.3. In the case of continuing obligations or longer-term projects, the Contractor shall be entitled to adjust its remuneration upon reasonable prior notice, taking into account changed cost factors, where this is contractually provided for or objectively justified.

7.4. If there is more than one Client, they shall be jointly and severally liable to the extent permitted by law.

7.5. Set-off or the assertion of a right of retention is permissible only with uncontested counterclaims, counterclaims established by final judgment, or counterclaims ready for decision, unless mandatory law provides otherwise.

§ 8 Remedy of Defects

8.1. The Client shall notify the Contractor without undue delay in text form of any apparent defects or material deviations in the services upon becoming aware of them and shall describe them appropriately. The Contractor shall first be given the opportunity to remedy the defect within a reasonable period to the extent the service is, by its nature, capable of being remedied.

8.2. If the remedy definitively fails or cannot reasonably be expected from the Client, the Client may, subject to the applicable law, request a reduction in remuneration or terminate the contract with respect to the affected parts of the services. Any further claims shall be governed by § 9.

§ 9 Liability

9.1. The Contractor shall have unlimited liability for intent and gross negligence, for culpable injury to life, body, or health, and in cases where liability is mandatorily imposed by law.

9.2. In the event of slightly negligent breach of essential contractual obligations, the Contractor's liability shall be limited to the typical and foreseeable damage for this type of contract. To the extent legally permissible, liability per claim shall be limited to the lower of the net fee attributable to the affected engagement and EUR 250,000. Liability for loss of profit, indirect damages, and consequential damages is excluded in cases of slight negligence unless mandatory law provides otherwise.

9.3. Contractual or non-contractual claims for damages by the Client shall, to the extent legally permissible, become time-barred within twelve months from the time the Client became aware, or would have become aware through gross negligence, of the facts giving rise to the claim, and in any event no later than three years from the date the claim arose. This shall not apply in cases of intent, fraudulent concealment, or the cases referred to in clause 9.1.

§ 10 Protection of Intellectual Property

10.1. Unless otherwise agreed, all proposals, concepts, analyses, presentations, reports, methods, models, templates, drafts, and other work results created by the Contractor shall remain the intellectual property of the Contractor or its licensors. The Client receives a simple, non-transferable right to use the delivered work results for its own internal purposes as contemplated by the contract.

10.2. Without the Contractor's prior consent, the Client shall not be entitled to reproduce, modify, publish, disclose to third parties, or use the work results beyond the contractual purpose, including on a group-wide basis, unless expressly agreed or mandatorily permitted by law.

§ 11 Duty of Loyalty

11.1. The parties shall cooperate loyally and shall inform each other without undue delay of any circumstances that may materially impair or delay performance of the engagement.

11.2. During the term of the project and for twelve months thereafter, the parties shall refrain, to the extent permitted by law, from actively soliciting employees or key freelancers of the other party who were directly involved in the project.

§ 12 Force Majeure

Events of force majeure that make performance substantially more difficult or temporarily impossible shall release the affected party from its obligations for the duration of the impediment and for a reasonable restart period. The affected

party shall inform the other party without undue delay of the occurrence and, where possible, the expected duration of such event.

§ 13 Termination

13.1. Unless otherwise agreed, continuing contractual relationships may be terminated by either party with 14 calendar days' notice to the end of a calendar month. The right of either party to terminate for good cause remains unaffected.

13.2. Terminations must be made at least in text form unless mandatory law requires a stricter form. Recent developments in German law also reflect a stronger acceptance of text form in professional business practice.

§ 14 Right of Retention / Retention of Documents

14.1. Until its claims have been paid in full, the Contractor may exercise a right of retention over documents made available to it, to the extent legally permissible and not abusive in light of the Client's legitimate interests.

14.2. After all claims arising from the contract have been settled, the Contractor shall, upon reasonable request, return to the Client the original documents provided in connection with the engagement, unless statutory or contractual retention obligations provide otherwise.

14.3. Unless stricter statutory retention obligations apply, the Contractor may delete or archive working copies and files after expiry of a reasonable period following the end of the contract.

§ 15 Final Provisions

15.1. Rights and obligations arising from the contractual relationship may only be transferred or assigned with the prior consent of the other party, unless mandatory law provides otherwise.

15.2. To the extent legally permissible, the contractual relationship shall be governed by the law of the state in which the Contractor has its establishment at the time of contract conclusion, excluding its conflict-of-law rules. Mandatory provisions of the otherwise applicable law shall remain unaffected. The possibility of choosing the applicable law in cross-border contracts within the European Union follows in particular from Article 3 of the Rome I Regulation.

15.3. Amendments and supplements to the contractual relationship must be made at least in text form unless mandatory law requires a stricter form. This also applies to any amendment or waiver of this form clause.

15.4. To the extent legally permissible, and provided the Client is a merchant, entrepreneur, or other professional market participant, the exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be the Contractor's registered office. Mandatory jurisdiction rules and the validity requirements for choice-of-court agreements in cross-border civil

and commercial matters remain unaffected; within the European Union this is governed in particular by Article 25 of the Brussels I Recast Regulation.

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