

## General Terms and Conditions of Business for the Provision of Services and Works for Allgeier Experts Services GmbH

### §1 General provisions – scope of applicability

- (1) These General Terms and Conditions of Business regulate the framework conditions for the provision of Services and Works ["Works" within the meaning of § 631ff. German Civil Code (Werkvertrag, Bürgerliches Gesetzbuch – BGB)] (both, Services and Works, hereinafter also referred to as an "assignment") by the Contractor for Allgeier Experts Services GmbH (hereinafter referred to as the "Principal"). These Work or Services consist, in particular, of the independent provision of project services in the area of information technology and/or related areas.
- (2) The specific content of the respective assignment, such as the specification, timeframe for, and type of implementation as well as remuneration, shall be defined within the scope of a purchase order and contractually determined through the acceptance of the order by the Contractor.
- (3) These General Terms and Conditions of Business shall apply to all current and future contractual relationships between the Principal and the Contractor in accordance with § 1(1) of these General Terms and Conditions.
- (4) Any general terms and conditions of the Contractor which differ from or are contrary to or supplement these General Terms and Conditions shall not become a part of the contract, even if the Principal is aware of them, unless the Principal explicitly agrees to their applicability in writing. The performance of Services or the payment of remuneration should not be deemed to constitute such consent. Any general terms and conditions of business of the Contractor are thus hereby explicitly objected to.

### §2 Project implementation

- (1) The Contractor shall carry out the assignment at its own responsibility, completely and with the utmost diligence. It shall carry out the assignment according to the state of the art of proven technology, among other things taking into account generally recognised industry standards, process descriptions, methods and usage practices.
- (2) In principal, the Contractor shall be free to determine its own schedule in terms of time. However, it must give the tasks for which it is responsible in connection with the assignment due priority and as far as possible take into account the interests of the Principal, its client (hereinafter referred to as the "client") and, if the contractor is aware of them, the interests of the end client of the client (hereinafter referred to as the "end client").
- (3) If the Contractor makes use of third parties, whether they are employees or independent subcontractors, it shall specify those third parties to the Principal in writing in good time before the beginning of their work and specify the period for which they will work. The Principal shall have the right to object to the engagement of those third parties if justified interests of the Principal are opposed to their engagement. The Contractor shall ensure that the third parties engaged with regard to the tasks established in the purchase order are sufficiently qualified at all times.
- (4) If the Contractor makes use of independent subcontractors, as a rule the contractor shall contractually ensure

that they do not further subcontract the assignment ("one-level subcontracting"), unless the Principal has explicitly agreed to further subcontracting in writing.

- (5) If requested by the client or end client of the Principal specified in the purchase order, the Contractor shall submit to the Principal, no later than the date of the commencement of work, a current police certificate of good conduct (no more than three months old) concerning the person(s) engaged by the Contractor in the implementation of the assignment.
- (6) The Contractor shall be responsible for organising the Services which it is to provide and shall also have the sole right to issue instructions to the persons engaged by it. The Contractor shall, at the Principal's request, immediately dismiss persons engaged at the client or end client if they demonstrably disturb peaceful operations there or demonstrably jeopardise security interests or other interests, and replace them with other sufficiently qualified persons.
- (7) The Contractor shall immediately inform the Principal in writing if, to the best of its knowledge, it becomes apparent that the assignment cannot be fulfilled or cannot be fulfilled within the period specified in the purchase order. This shall also apply in the event of an incorrect, incomplete or inconclusive service description or other factors that jeopardise the fulfilment of the assignment. If the Contractor needs further relevant information, aids or documents for the project implementation, it shall also promptly inform the Principal to that effect in writing.

### §3 Contracts to produce a work

- (1) If a purchase order for a so-called "contract to produce a work" [(within the meaning of § 631ff. German Civil Code (Werkvertrag, Bürgerliches Gesetzbuch – BGB)] has been placed, the performance must be rendered in such a manner that it corresponds to the contractually agreed quality/characteristics. If the purchase order states that it relates to a "contract to produce a work" (Werkvertrag) order, the provisions of § 3 shall apply.
- (2) The Contractor shall notify the client and the Principal in writing of the completion of the performance.
- (3) The Principal, its client or the end client shall declare the acceptance of the performance in writing, provided that the Work has been performed in accordance with the contract and no significant defects therefore exist. An acceptance [(within the meaning of § 640 German Civil Code (Abnahmeprotokoll, Bürgerliches Gesetzbuch – BGB)] by the client or the end client shall also be effective for and against the Principal.
- (4) If the performance is not accepted because deviations from the agreed outcome have been identified and the Principal, its client or the end client must nevertheless immediately use the performance, the Contractor must be notified to that effect. The Contractor shall only object to the early use if the fulfilment of its obligations is unreasonably obstructed as a result of such early use. The early use shall not be deemed to constitute acceptance.
- (5) If the performance of a "contract to produce a work" (Werkvertrag) does not have the agreed quality/characteristics and a defect therefore exists, the

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Principal will be able to demand that the Contractor eliminate the defect or create the Work again, according to its choice. The Principal shall thus first have the choice of whether the supplementary performance should occur through rectification or a replacement delivery. The Principal shall set the Contractor a reasonable time limit for the provision of the supplementary performance. The Contractor will only be able to refuse the supplementary performance if it is demonstrably (the Contractor shall bear the burden of proof) only possible with disproportionate costs and there is a different type of supplementary performance without significant disadvantages for the Principal available. If the Principal chooses the supplementary performance, the reduction of the remuneration or the rescission of the contract shall initially be excluded. A rectification shall be deemed to have failed after the second unsuccessful attempt, unless indicated otherwise by the nature of the item or the defect or other circumstances. If the supplementary performance fails or the Contractor has refused the supplementary performance as a whole, according to its choice the Principal will be able to demand a reduction in the remuneration or declare the rescission of the contract. In such a situation, the Principal shall have an additional right to engage a third party to eliminate the defect at the Contractor's expense (substitute performance). The Principal shall have the right to assert claims for compensation for the defect if the supplementary performance fails or the Contractor refuses the supplementary performance. The Principal's right to assert more far-reaching claims for compensation remain unaffected by this.

### §4 Documentation, instructions

- (1) The Contractor shall document its project activities according to its task in the project and after the completion of its activities provide that documentation (e.g. user manual, programmer manual, object and source code including all development documents and comments) in written and electronic form to the Principal or, at the request of the latter, to its client or end client.
- (2) The documentation must comply with the general guidelines and requirements of the Principal and, provided that they do not contradict the requirements of the Principal, those of the client and the end client. The Contractor must be informed of the general guidelines and requirements in good time.
- (3) The Principal may request that the Contractor prepare, on the basis of the agreed terms and conditions, further documents that the Principal, its client or the end client deem appropriate. The scope of that further documentation shall be defined in the purchase order.
- (4) At the request of the Principal, its client or the end client, the Contractor shall, on the basis of the agreed terms and conditions, instruct their personnel in the use of the created work outcomes and documentation.

### §5 Remuneration

- (1) The payment of the remuneration in accordance with the purchase order shall only occur for actually performed Services and against the submission of the time sheet signed by the relevant project manager on the client's side. The Contractor shall not be entitled to any

remuneration for its own absences or absences of the persons engaged by the Contractor which are caused by illness, holiday leave or other circumstances not caused by the Principal, its client or the end client. Likewise, no remuneration shall be paid as long as the Contractor or the persons engaged by the Contractor cannot perform their Services due to strikes or lock-outs at the client or end client or due to an event of force majeure. The application of § 616 of the German Civil Code (Bürgerliches Gesetzbuch – BGB) is explicitly excluded.

- (2) The total net remuneration specified in the purchase order ("net value") is an estimate and the maximum limit of the remuneration that may be claimed by the Contractor for the project in question. The remuneration shall be paid on the basis of the work actually done. Payment of remuneration in excess of the net value may only be demanded after written consent is given by the Principal. The Principal must be immediately notified as soon as it becomes clear that the net value will be exceeded. The Contractor shall have no entitlement to be commissioned in the amount of the entire net value.
- (3) Expenses, mileage allowance, travel time to the place of performance and other expenses of the Contractor and the persons engaged by the Contractor shall be covered by the remuneration, unless agreed otherwise. For trips that the Contractor carries out with the prior consent of the Principal, the net travel expenses shall be reimbursed according to the purchase order.
- (4) Unless otherwise agreed, the billing shall be carried out monthly. The Contractor shall settle each project no later than within seven calendar days from the end of each calendar month or from the end of the project. The time sheet (original) showing the amounts of time spent on the individual activities and signed by the relevant project manager on the client's side must be attached to the respective invoice for settlement purposes. Without this signed time sheet, the invoice shall be deemed to have not been issued. The agreed payment period shall only start to run after the receipt of the time sheet. If the Contractor is unable to obtain a signed time sheet from the project manager on the client's side (due to illness, availability etc.), the Principal must be immediately informed and a time sheet without a signature submitted, with the proviso that the signature will be provided after clarification. When settling according to hourly rates/ daily rates, commenced hours/days of work shall be charged on a pro rata basis. Additional remuneration (e.g. for overtime, night shifts, weekend shifts etc.) shall not be paid unless otherwise agreed.
- (5) If a fixed price is agreed in the purchase order, the provisions of § 5(4) shall not apply. In this case, the Contractor shall submit a monthly work report and issue the invoice after the provision of the Services (once they have been recognised as being in accordance with the contract by the Principal), and in the case of a "contract to produce a work" (Werkvertrag) after acceptance, where applicable.
- (6) If the client or end client reserve rights in the acceptance report [within the meaning of § 640 German Civil Code (Abnahmeprotokoll, Bürgerliches Gesetzbuch – BGB)] or in the work progress records due to a defect for which the Contractor is demonstrably responsible or if they assert claims against the Principal

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related to the performance of the work by the Contractor, particularly due to a breach of obligation for which the Contractor is responsible, the Principal shall have the right to retain the Contractor's remuneration to a reasonable extent.

- (7) The invoice amounts plus the currently applicable VAT and less special bank transfer fees (e.g. for bank transfers abroad) shall be due for payment within 30 days after the receipt of a verifiable invoice and the related documents (signed time sheet, other evidence) by the Principal.
- (8) As an independently operating entrepreneur, the Contractor shall also be responsible, in particular, for all legal, tax and social security matters that arise from compliance with these General Terms and Conditions of Business and the provision of the Services defined in the purchase order, e.g. for the payment of taxes, charges and social security contributions. If action is taken against the Principal in this respect, it shall have the right to demand reimbursement of the relevant amounts by the Contractor or to set off with receivables of the Contractor.

### §6 Copyrights and usage rights

- (1) The Contractor warrants that the work outcomes created by it are free from copyrights and other third party rights which restrict or exclude the use intended by the Principal (own use or use by third parties). This particularly shall apply where the assignment was fulfilled using external software.
- (2) The Contractor grants the Principal, its client and the end client, in advance and irrevocably, the exclusive and transferable usage rights, without any limitation in terms of time, territory or content, to the work outcomes created by the Contractor for the Principal.
- (3) The remuneration paid in accordance with the purchase order covers the granting of the above mentioned rights; insofar no further payment shall be due.

### §7 Data protection and confidentiality

- (1) The Contractor shall comply with the statutory provisions on data protection and to maintain confidentiality.
- (2) All persons who are entrusted with the processing and/or fulfilment of an assignment must be obligated to maintain confidentiality in accordance with the Principal's document "Obligation in Accordance with § 5 of the German Data Protection Act (Data Confidentiality; Deutsches Bundesdatenschutzgesetz)". The Principal shall be provided with the signed confirmation prior to commencement of the work.
- (3) The Contractor shall keep secret all documents and information obtained from or through the company of the Principal, clients and end clients on their respective employees, clients, products and services and concerning all work outcomes produced in connection with a project and refrain from passing them on to third parties, publishing them or otherwise utilising them. Sentence 1 does not apply if and insofar as (i) the Contractor can prove that that information was already generally known, without any breach by the Contractor of its non-disclosure obligations under sentence 1 and/or (ii)

the Contractor is legally obliged to provide information to a governmental authority or a court.

- (4) The materials, records, data carriers and documents provided to the Contractor shall be stored in such a manner that they are only accessible, within the project in question, to the personnel of the Contractor who are entrusted with the processing and/or fulfilment of an assignment. The materials, records and documents must, insofar as they do not relate exclusively to the contractual relationship between the Principal and the Contractor (for example the respective purchase order), be returned to the Principal or, if the latter so requests, to its client or the end client, after the fulfilment of the assignment or at any time before that at the Principal's request. The Contractor shall not be entitled to any rights of retention to the materials or documents, irrespective of the legal basis.
- (5) The Contractor shall obligate all the persons who are entrusted by it with the processing and/or fulfilment of an assignment, including for a period of 24 months after the end of an assignment or, if it occurs earlier, their departure from the service of the Contractor, in accordance with the provisions of paragraphs (3) and (4). The Contractor must procure these undertakings in writing and provide proof of them to the Principal at its request. At the Principal's request, the Contractor shall inform it of the names of the relevant group of people. The Contractor shall ensure, exercising due diligence, that that group of people handle the information obtained from the sphere of the Principal, its client or the end client strictly confidentially and prevent any misuse. The Principal shall be immediately informed if there are any indications that third parties outside the above-mentioned group of people may have gained knowledge of information in accordance with § 7(3) or accessed records, data carriers or documents in accordance with § 7(4).
- (6) For each case of a culpable breach of one of the obligations provided for in paragraphs (1) to (4), the Contractor shall pay the Principal an appropriate contractual penalty, in the maximum amount of EUR 10,000, to be determined by the Principal at its reasonable discretion and in the event of a dispute to be reviewed by the competent court as to whether it is reasonable. For long-term breaches this applies for each commenced month of the breach. However, the contractual penalty shall be limited to a total of EUR 50,000 per calendar year. The contractual penalty shall be credited to the actual damage. The Principal's right to claim for further losses or assert other contractual or statutory claims remains unaffected.
- (7) The provisions of paragraph (6) shall likewise apply in the event of a breach of one of the obligations under paragraphs (1) to (4) by one of the persons entrusted by the Contractor with the processing and/or fulfilment of an assignment.
- (8) All the above obligations under this § 7 shall also continue to exist for a period of 24 months after the end of the assignment.

### §8 Client protection

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- (1) The Contractor shall acknowledge that the Principal has an interest in client protection that merits protection.
  - (2) The Contractor shall be free to work for other clients, either itself or through third parties, provided that project-specific considerations or contractual obligations are not opposed to this. However, the Contractor shall undertake not to perform any direct or indirect, independent or non-independent activities for the client specified in the purchase order or the end client specified therein for a period of 12 months beginning from the end of the respective assignment. Activities within the meaning of the above sentence shall be deemed to mean the Services or Works that the Contractor was to perform and/or performed for the Principal as part of the purchase order at the respective client or end client.
  - (3) The client protection shall be territorially limited to the territory of the Member States of the European Union as at the time of the purchase order and Switzerland.
  - (4) The Contractor shall obligate all the persons who are entrusted with the processing and/or fulfilment of an assignment, including for a period of 12 months after the end of the assignment or, if it occurs earlier, their departure from the service of the Contractor, in accordance with the provisions of paragraphs (2) and (3). The Contractor shall procure those undertakings in writing and provide proof of them to the Principal at its request. At the Principal's request, the Contractor shall inform it of the names of the relevant group of people.
  - (5) For each case of a culpable breach of one of the obligations provided for in paragraphs (2) to (4), the Contractor shall pay the Principal an appropriate contractual penalty, in the maximum amount of EUR 10,000, to be determined by the Principal at its reasonable discretion and, in the event of a dispute, to be reviewed by the competent court as to whether it is reasonable. For long-term breaches this applies for each commenced month of the breach. However, the contractual penalty shall be limited to a total of EUR 50,000 per calendar year. The contractual penalty shall be credited to the actual damage. The Principal's right to claim for further losses or assert other contractual or statutory claims shall remain unaffected.
  - (6) The provisions of paragraph (5) shall likewise apply in the event of a breach of one of the obligations under paragraph (2) by a person entrusted by the Contractor with the processing and/or fulfilment of an assignment.
- §9 Pilot phase, termination, condition subsequent**
- (1) Unless otherwise agreed, for the first purchase order on the basis of these General Terms and Conditions of Business there will be a pilot phase of 14 days from the project start-date. In that period, the purchase order may be terminated by the Principal without notice at any time.
  - (2) After the end of the 14-day period pursuant to in § 9(1) or for each further purchase order placed on the basis of these General Terms and Conditions of Business, both parties shall be able to terminate without justification giving four weeks notice. The termination notice must be in writing. In the event of the loss of the client mandate placed with the Principal, the purchase order shall lose its effectiveness at the same time as the client mandate (condition subsequent).
  - (3) The partial performances rendered up to the discontinuation due to termination or the fulfilment of the condition subsequent shall be paid for provided that the partial performances are commercially usable for the Principal or are recognised as being commercially usable by its client or the end client and a time sheet signed by the Principal or its client is submitted. Any further claims for performance or compensation of the Contractor in connection with the termination shall be excluded.
  - (4) Until the end of the notice period for termination of a purchase order, the Contractor shall be obliged to perform the Services properly and carry out a handover and where applicable create documentation of the Services provided up to that point. Details of the basic obligation shall be arranged between the parties in the event of termination. More far-reaching rights of the Contractor, particularly where a Work exists in accordance with § 649 of the German Civil Code (Bürgerliches Gesetzbuch – BGB), shall be explicitly excluded.
- §10 Liability**
- (1) Statutory provisions shall apply to the reciprocal liability of the Parties.
- §11 Miscellaneous**
- (1) The Contractor shall pledge to the Principal that the latter shall collect, store and process its personal data for the purpose of the performance of this contract and transmit it to third parties, i.e. companies that belong to the same corporate group as the Principal and/or the client or the end client. The purpose of such transmission shall be to communicate an impression of the Contractor's qualifications to the companies in the Principal's group and/or the client or the end client.
  - (2) The Contractor shall, provided it has been made available by the Principal, completely and accurately fill in the appendix "Company Information" and provide that information to the Principal before the commencement of the activities. The Contractor shall also promptly send the Principal an updated version of the company information if any changes occur with regard to the data requested in this context.
  - (3) The Contractor shall warrant that it holds all the official permits and has carried out all official notifications which are necessary for the provision of its Services and shall ensure their renewal/extension in good time.
  - (4) The Contractor shall only be permitted to transfer rights or obligations under these General Terms and Conditions of Business and the purchase order to third parties with the prior written consent of the Principal.
  - (5) Any amendments or additions to or the annulment of these General Terms and Conditions of Business and/or the purchase order shall be in writing. This shall also apply to any waiver of the requirement of written form. With regard to amendments or additions, written form shall also be deemed to have been complied with through a notification by fax or e-mail.

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**§12 Applicable law and place of jurisdiction**

- (1) The contractual relationship of the parties, particularly these General Terms and Conditions of Business and the individual purchase orders, shall be governed solely by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).
- (2) As far as legally permitted, the place of jurisdiction shall be the Principal's registered office. The same shall apply if the Contractor has no general place of jurisdiction in Germany or its registered office is not known at the time when the action is filed.

As at: 15 March 2017