

General contractual terms

1. Scope, subject matter of the contract

- (1) The following general contractual terms shall apply to all legal transactions of Memex Consulting GmbH, hereinafter referred to as the 'Contractor', with its contracting party, hereinafter referred to as the 'Client'.
- (2) The subject matter of the services to be provided is set out in the order confirmation document, the annexes thereto and any service descriptions provided by the Contractor. All the specified documents form part of the consultancy contract concluded between the parties. The responsibility for the project and its success shall be borne by the Client. The Contractor shall provide the service in accordance with the principles of proper professional practice.
- (3) The subject matter of the contract can be a one-off service, including one which is provided in parts, or be established on a permanent basis.

2. Remuneration, payment, performance protection, deadlines

- (1) Unless otherwise agreed, the remuneration shall be calculated in accordance with time spent at the Contractor's prices which are generally applicable at the point in time of conclusion of the contract. In principle, remuneration amounts shall be understood to be net prices plus the statutory value added tax.

The Contractor may invoice on a monthly basis. If services are remunerated based on time spent, the Contractor shall document the nature and duration of the activities and provide this documentation with the invoice.

- (2) Unless otherwise agreed, travel costs and expenses, as well as other expenses, shall be reimbursed according to the Contractor's price list.

Unless otherwise agreed, travel time shall be deemed working time.

- (3) In principle, all invoices shall be payable within 21 calendar days of receipt at the latest, free of all charges and without deductions.
- (4) The Contractor reserves granted rights to the services until full payment of the remuneration which is owed.

The Contractor shall be entitled to deny the Client to further use the services for the duration of the payment default period. The Contractor may only assert this right for a reasonable period of time, which is generally a maximum of 6 months. This action does not constitute withdrawal from the contract.

- (5) The Client undertakes, in the event of the permissible transfer of rights of use in the services, to impose its contractually agreed restrictions on the recipient.
- (6) If the Client fully or partially fails to settle a receivable which is due by the contractual payment deadline, the Contractor may revoke the agreed payment deadlines for all receivables. Further, the

Contractor is entitled to only provide further services in the event of payment in advance or with a guarantee provided by a performance bond from a bank or credit insurer licensed in the European Union. The advance payment shall cover the respective invoice period or, in the event of one-off services, the remuneration.

- (7) In the event the Client is financially unable to meet its obligations to the Contractor, the Contractor may terminate existing exchange contracts with the Client by means of withdrawal and terminate continuing obligations by means of termination without notice, including in the event the Client files for insolvency. Section 321 Civil Code (BGB) and Section 112 German Insolvency Code (InsO) remain unaffected. The Client shall inform the Contractor at an early stage in writing about any impending insolvency.
- (8) Defined service deadlines shall exclusively be expressly agreed in documented form.

3. Provision of the service

- (1) The location of the service provision shall be the registered office of the Contractor unless otherwise agreed.
- (2) Unless otherwise agreed, the Contractor determines the nature and method of the service provision.
- (3) The Client does not have the authority to issue instructions to employees of the Contractor involved with the service provision.
- (4) The Client and the Contractor shall each designate a responsible point of contact. Unless otherwise agreed, communication between the Client and the Contractor shall take place via this point of contact. The contacts shall make all decisions associated with the implementation of the contract without undue delay. The decisions shall be documented in a binding manner.

4. Duty to cooperate

- (1) The Client shall ensure that the contact it designates provides to the Contractor the necessary documents, information and data for the service provision in full, correctly, promptly and free of charge unless owed by the Contractor. The Client shall also ensure that such documents, information and data are updated. The Contractor may assume that these documents, information and data are complete and correct unless it identifies or would be expected to identify that they are incomplete or incorrect.
- (2) The parties undertake to maintain confidentiality regarding business and trade secrets, as well as other information marked as confidential that becomes known in connection with the implementation of the contract. The passing on of such information to people who are not involved in the conclusion, implementation or processing of the contract may only take place with the written consent of the other party. Unless otherwise agreed, this obligation shall end five full years after the disclosure of the respective information but, in the event of continuing obligation relationships, not before the termination of such relationship.

The parties shall also require their employees and any third parties who are involved to comply with these obligations.

- (3) The parties are aware that electronic and unencrypted communication (e.g. by email) is associated with security risks. Therefore, they will not assert any claims based on the

lack of encryption with this type of communication unless encryption had been agreed in advance.

5. Data protection and information security

- (4) The Client shall conclude the necessary agreements with the Contractor regarding data protection law for handling personal data.
- (5) The Contractor shall process the Client's personal data in accordance with the requirements of data protection law.
- (6) The Contractor shall organise its technical and organisational measures for information security in accordance with the state of the art and in line with the risk. State of the art are those procedures, equipment, or operating methods available in the trade in goods and services for which the application thereof is most effective in achieving the respective legal protection objectives.

6. Rights of use

- (1) The Contractor grants the Client the non-exclusive and non-transferrable right of use to the service results that the Contractor has created as part of the contract and provided to the Client for its own internal purpose on a permanent basis within the framework of the contractually agreed purpose of use unless otherwise agreed. The right of use shall also continue beyond the end of the service agreement which forms the basis of this arrangement.
- (2) Otherwise, all rights are reserved by the Contractor.
- (3) The Contractor may revoke rights of use granted to the Client in the event the Client commits a significant breach of the usage restrictions or other regulations designed to protect against unauthorised use. Before this, the Contractor shall provide the Client with a grace period to provide a remedy. In the event of repeated incidents and in special circumstances that justify immediate withdrawal taking the interests of both parties into account, the Contractor may also withdraw the rights without granting a grace period. The Client shall confirm in writing to the Contractor the suspension of usage after any withdrawal of the rights of use. The Contractor shall grant the Client the rights of use again after the Client has demonstrated in writing and confirmed that its usage no longer leads to any breaches of the Contractor's rights and any previous breaches and consequences thereof have been remedied.

7. Disruptions to service provision

- (1) In the event a service is not provided in accordance with the contract and the Contractor is responsible for this, it shall be obliged to provide the service in full or in parts without added costs for the Client within an appropriate period in accordance with the contract unless this is only possible with a disproportionate level of effort/expense.

This obligation on the part of the Contractor only applies in the event the Client provides notification of the service provision in writing and without undue delay by the end of two weeks of becoming aware of the disruption at the latest unless otherwise agreed.

- (2) In the event a cause for which the Contractor is not responsible, including a strike or lockout, disrupts compliance with the deadline ('disruption'), the deadlines shall be delayed by the duration of the disruption, where necessary including an appropriate restarting period. Either party shall inform the

other party of the cause of a disruption which occurs in its area and the duration of the disruption without undue delay.

- (3) If the costs increase due to a disruption, the Contractor may also demand remuneration for the additional costs unless the Client is not responsible for the disruption and the cause is outside its area of responsibility.
- (4) In the event the Client can withdraw from the contract due to improper service provision by the Contractor and/or demand compensation instead of the service or believes this to be the case, the Client shall declare in writing on request by the Contractor by an appropriate deadline whether it will assert these rights or wishes to continue with service provision. In the event of a withdrawal, the Client shall reimburse the Contractor with the value for previously existing rights of use.

8. Defects in title

- (1) The Contractor shall only be liable for violations of third-party rights via its service insofar as the service is used in accordance with the contract.

The Contractor shall only be liable for violations of third-party rights within the European Union and the European Economic Area as well as at the location of the contractual use of the service.

- (2) In the event that a third party asserts to the Client that a service provided by the Contractor breaches its rights, the Client shall inform the Contractor without undue delay. The Contractor and any sub-suppliers are entitled but not obliged to defend the claims which are asserted at their own expense insofar as this is permissible.

The Client is not entitled to recognise third-party claims before having given the Contractor an appropriate opportunity to defend against the third-party rights in another manner.

- (3) If third-party rights are violated by a service provided by the Contractor, the Contractor shall, at its discretion and at its own expense,
 - a. provide the Client with the right of use to the service or
 - b. design the service such that it does not violate any rights or
 - c. withdraw the service with a refund of the remuneration paid by the Client for the service (less an appropriate compensation for usage) in the event the Contractor is unable to achieve any other remedy with an appropriate amount of effort/expense.

The interests of the Client shall be taken into account appropriately.

- (4) The limitation period for defect claims shall be one year from the statutory start of the limitation period. The statutory deadlines for recourse pursuant to Section 478 Civil Code shall remain unaffected. The same applies insofar as the law pursuant to Section 438 (1) No. 2 or Section 634a (1) No. 2 BGB provides for longer periods, in the event of an intentional or grossly negligent breach of duty by the Contractor, in the event of the malicious covering-up of a defect and in the event of injury to life, body or health and for claims arising from the Product Liability Act.

The processing of a material defect claim of the Client by the Contractor only leads to the suspension of the limitation period insofar as the legal prerequisites for this are met. This shall not lead to the limitation period being restarted.

No. 8 shall apply on a supplementary basis for claims for compensation for damages and reimbursement of expenses.

9. General liability of the Contractor

- (1) The Contractor shall always be liable to the Client
 - a. for damages caused by the Contractor, as well as its legal representatives or vicarious agents, with intent or gross negligence,
 - b. in accordance with the Product Liability Act and
 - c. for damages arising in connection with injury to life, body or health for which the Contractor, its legal representatives or vicarious agents are responsible.
- (2) In the event of slight negligence, the Contractor shall not be liable unless it has breached an essential contractual duty, the fulfilment of which enables the proper implementation of the contract in the first place or the violation of which endangers the achievement of the purpose of the contract and upon compliance with which the Client may ordinarily rely.

In the case of material and financial damages, this liability is limited to damages that are foreseeable and typical for the contract. This also applies to any lost earnings and missed savings. Liability for other remote consequential damages is excluded.

For an individual damage case, liability is limited to the contract value and, in the case of ongoing remuneration, to the amount of the remuneration per contract year, but no less than EUR 50,000. No. 7.4 applies accordingly for the limitation. At the time of the conclusion of the contract, the parties may agree additional liability in writing, usually in return for separate remuneration. An individually agreed liability amount takes precedence. Liability pursuant to No. 8.1 remains unaffected by this paragraph.

On a supplementary basis and taking precedence, the liability of the Contractor on the basis of slight negligence arising from the respective contract and its implementation for compensation for damages and reimbursement of expenses shall be, regardless of the legal reason, in total limited to the percentage agreed in this contract of the remuneration agreed at the time of the conclusion of the contract. Liability pursuant to No. 8.1 b) remains unaffected by this paragraph.

- (3) Nos. 8.1 and 8.2 apply accordingly for claims for reimbursement of expenses and other liability claims of the Client against the Contractor. Nos. 6.3 and 6.4 remain unaffected.

10. Naming as a customer reference

- (1) The Contractor is entitled to name the Client as a reference customer on its website, on its social media profiles (e.g. on Facebook, Twitter, LinkedIn, Xing) and in its other marketing documents (e.g. presentations, brochures, flyers). However, being named as the Client includes, in particular but not exclusively, the following aspects:
 - Naming of the word and image mark,
 - Publication of the service that has been provided,
 - Publication of a description (case study) of the service.
- (2) The Client grants the Contractor the right to add a word logo belonging to the Client to the Contractor's website and, in connection with this, to provide a link to the Client's website.

- (3) The Contractor grants the Client the right to add a word logo belonging to the Contractor on its website and, in connection with this, to provide a link to the Contractor's website.

11. Miscellaneous

- (1) German law shall apply. The application of the UN Convention on Contracts for the International Sale of Goods is excluded.
- (2) The Contractor shall provide its services in accordance with its General Terms of Business. The terms of the Client shall not apply, even in cases in which the Contractor has not expressly excluded these terms.

Acceptance of the services by the Client shall be deemed recognition of the Terms of the Contractor, waiving the terms of the Client.

Other terms and conditions shall only be binding if the Contractor has recognised them in writing; the Terms of the Contractor shall then apply on a supplementary basis.

- (3) Amendments and additions to this contract should only be agreed in writing. Insofar as a requirement for agreements to be concluded in writing has been arranged (e.g. for notice of termination, withdrawal), text form shall not be sufficient.
- (4) The place of jurisdiction with a businessperson, a corporate body under public law or a special fund under public law shall be the place of jurisdiction of the Contractor. The Contractor may also bring a claim against the Client at the Client's registered office.