



## General Terms and Conditions

Version: 2026.2.1

These General Terms and Conditions apply to all contracts entered into by Cisema (Hong Kong) Limited (Business Registration Number (BRN): 63386170) and its subsidiaries, including Cisema GmbH (HRB 195849, Commercial Register: Munich Local Court) (each referred to individually herein as "Cisema"). Each contract is entered into by the specific Cisema entity expressly identified in the applicable offer, order confirmation or engagement letter. No other Cisema entity assumes contractual obligations thereunder unless expressly agreed in writing.

### **§ 1 Conclusion of contract**

These terms and conditions apply exclusively to contracts with Cisema. Any deviating provisions in the customer's general terms and conditions are therefore expressly rejected.

Offers made by Cisema in brochures, advertisements, etc. are subject to change and non-binding, including with regard to price information, unless a binding assurance has been expressly given.

Unless otherwise agreed in writing, Cisema shall issue an invoice within 10 working days of receiving a written order. The order shall be deemed to have been placed as soon as Cisema has received the payment or deposit specified in the offer from the customer.

Verbal side agreements are invalid. Changes to the terms and conditions, including this written form clause, must be made in writing.

Compliance with a performance deadline is dependent on timely deliveries from the customer.

### **§ 2 Scope of services**

The scope of services is described in detail in the contract/order. The contract/order usually consists of the binding offer from Cisema, the written confirmation from the client received within the binding period and the terms and conditions of Cisema, unless another scope of contract has been expressly agreed.

Cisema provides services in accordance with the specifications described in the contract. Cisema is only required to take requests for changes and extensions into account if they are necessary to fulfil the purpose of the contract.



In the event of a significant change to Cisema's contractual obligations for the purpose of adapting to the customer's requirements, Cisema may charge the customer for the additional expenditure incurred. This also applies to a comprehensive review of whether and under what conditions the change or extension is feasible, provided that Cisema has indicated this in writing.

Cisema is entitled to make partial deliveries.

### **§ 3 Prices and payment**

The prices stated in the written offer apply. The prices do not include statutory value added tax.

All external expenses, business trips and other additional services are not included in the price. Unless otherwise agreed, they shall be remunerated separately after consultation with and confirmation by the customer.

If the customer is in default of payment, they shall be charged default interest at a rate of nine percentage points above the base rate. Default interest shall be charged from the second reminder onwards if the payment deadline is exceeded.

The customer must expect Cisema to first offset the payments received against older debts. If legal costs such as reminder fees have already been incurred, Cisema may first offset the customer's payments against these costs, then against the interest and finally against the main service.

Cisema is entitled to demand advance payment for services and consulting services in the agreed amount of the total order value.

### **§ 4 Dates, deadlines and obstacles to performance**

Delivery dates or deadlines, which may be agreed as binding or non-binding, must be made in writing.

If the customer's cooperation is necessary or agreed for Cisema's performance, the delivery time shall be extended by the time during which the customer has not fulfilled this obligation.

In the event of delays due to

1. changes in the customer's requirements,



2. insufficient conditions, insofar as Cisema was not aware of or should not have been aware of them.
3. problems with third-party deliveries, the delivery or performance date shall be extended accordingly.

If Cisema is unable to perform its contractual services or to do so on time as a result of industrial action, force majeure or other circumstances beyond its control, Cisema shall not be subject to any adverse legal consequences.

If the customer requests changes or additions that are not minor in scope, the dates and deadlines based on the original subject matter of the contract shall cease to be valid.

### **§ 5 Acceptance**

The customer shall accept Cisema's services in accordance with the scope of services agreed in the contract without delay as soon as Cisema notifies the customer that the services are ready for acceptance.

Cisema's services shall be deemed to have been accepted if Cisema has notified the customer that the services are ready for acceptance, pointing out the significance of the failure to declare acceptance

1. and the customer then does not declare acceptance within a period that allows them to carry out the required careful examination, but no later than 10 working days, or refuses acceptance, stating any defects in as much detail as possible,
2. or the customer uses the service or parts thereof without further examination, provided that the non-acceptance is not due to a significant defect in the services provided by Cisema.

If readiness for acceptance is not notified, the date on which the customer should reasonably have become aware of the services shall apply instead of the date of notification.

### **§ 6 Obligation to cooperate**

The customer shall provide the necessary information in a timely manner and in written form.

If Cisema provides the customer with drafts and/or preliminary versions, specifying a reasonable period for checking them for correctness and completeness, the drafts and/or



preliminary versions shall be deemed approved upon expiry of the period, unless Cisema receives a request for corrections.

The customer is responsible for providing sufficient resources and information within the scope of their duty to cooperate. They shall ensure the availability of the required number of competent employees from a technical point of view. If Cisema's deliveries do not correspond to the agreed scope of services, the customer shall inform Cisema immediately, specifying the exact nature of the deviation and the name and telecommunications data (telephone, email) of the reporting and responsible employee.

### **§ 7 Rights of use**

Cisema grants the customer a non-transferable right of use. The customer acquires this right upon full payment for the services.

Upon request, the customer is obliged to provide Cisema with written information about the scope of use.

When using the customer's templates, Cisema assumes that these are not encumbered with third-party rights or that the customer has the right of use required for the order.

If the customer becomes aware of any infringements of rights of use through Cisema's services, e.g. through warnings from third parties, they shall inform Cisema immediately.

### **§ 8 Cancellation of the order by the client**

1. The client is entitled to cancel the order at any time. Cancellation must be made in writing (letter or email).
2. In the event of cancellation after conclusion of the contract, the client is obliged to reimburse the contractor for the following costs:
  - Remuneration for services already rendered up to the time of cancellation, calculated on the basis of the agreed hourly rate or flat rate,
  - verifiable expenses and outlays incurred in connection with the fulfilment of the order (e.g. material costs, external services),
  - Non-cancellable advance payments to third parties that have been bindingly commissioned for the fulfilment of the order.
3. In addition, the following compensation scale applies for the period prior to the agreed start of performance:



Cancellation  $\geq$  21 working days\* before the start of service\*\*: 10% of the total order value.  
Cancellation  $<$  21 working days\* before the start of service\*\*: 20% of the total order value.\*Definition of “working day”: Monday to Friday at the contractor’s place of business, excluding public holidays.

\*\*Definition of “start of service”: The date agreed in writing for the provision of the service.

These amounts represent a reasonable, pre-agreed estimate of damages (including planning costs and lost profits) and are not punitive in nature. The client reserves the right to prove that the damage was less; the contractor may claim higher, provable damages.

4. The right to assert further claims for damages is reserved, provided that these can be proven

### **§ 9 Copyright notices and references**

The customer shall adopt all protective notices such as copyright notices and other legal reservations without modification. This applies in particular to all documents created within the scope of the project and handed over to the customer. The copyright notices affixed thereto must be observed without exception.

Cisema reserves the right to use services rendered, even if they are based on customer templates, in an anonymised form for presentation purposes.

### **§ 10 Warranty**

As a rule, no warranties are provided for the services rendered by Cisema. The project is deemed to have been accepted without objection on the date of delivery and acceptance by the customer. Any additional expenses will be invoiced on a time and material basis.

### **§ 11 Liability**

Cisema is liable for intentional or grossly negligent breaches of duty. This also applies to legal representatives and vicarious agents of Cisema.

Cisema and its vicarious agents are liable for slight negligence, limited to the foreseeable damage typical for this type of contract.

Cisema shall not be liable for damages that were not to be expected within the scope of this contract. Unusual, unforeseeable damages are therefore not covered by the liability.

## **§ 12 Data protection and confidentiality**

1. Both Cisema and the client are obliged to maintain confidentiality regarding confidential information of the other contracting party. This obligation shall continue for a period of five years after termination of the contract.

The following information is excluded from this obligation:

1. which was demonstrably already known to the recipient at the time of conclusion of the contract or which subsequently becomes known to third parties without violating any confidentiality agreement, legal provisions or official orders;
  2. which is publicly known at the time of conclusion of the contract or becomes publicly known thereafter, provided that this is not based on a breach of this contract;
  3. that must be disclosed due to legal obligations or by order of a court or authority. To the extent permissible and possible, the recipient obliged to disclose the information shall inform the other contracting party in advance and give them the opportunity to take action against the disclosure.
  4. which the recipient has developed independently or had developed independently, regardless of knowledge of the confidential information.
1. The contractor shall retain contract-related documents if there is a legal or official obligation to do so. In addition, the contractor is entitled to retain documents for documentation purposes; any legal or contractual claims for disclosure by the client remain unaffected.

## **§ 13 Extension and termination**

Management contracts (e.g. relationship management, performance management) are generally concluded for a period of one year. The contract ends automatically after the agreed period has expired. The management contract can be extended at the customer's request and on the basis of a current offer from Cisema.

The right to terminate for good cause remains unaffected. In particular, Cisema may terminate without notice in the event of a breach of § 7 – Rights of Use – and if the client is more than one month in arrears with payment of the remuneration.

## **§ 14 Notifications**

Insofar as the contracting parties communicate by electronic mail (e-mail), they recognise the unrestricted validity of the declarations of intent transmitted in this way in accordance with the following provisions.

The e-mail must contain the name and e-mail address of the sender, the time of sending (date and time) and a reproduction of the sender's name at the end of the message.

Confidentiality cannot be guaranteed for data transmitted unencrypted over the Internet.

An email received in accordance with the above provisions shall be deemed to originate from the other partner, subject to proof to the contrary.

The binding nature of the email and thus the text form applies to all declarations that are part of the normal contractual processing. However, the text form is excluded in the case of termination, measures to initiate or conduct arbitration proceedings, and declarations that are expressly required in writing by a contractual partner in deviation from this agreement.

## **§ 15 Applicable law and place of performance**

(1) Applicable Law:

(a) Contracts entered into by Cisema GmbH shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).

(b) Contracts entered into by Cisema (Hong Kong) Ltd shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, to the exclusion of the CISG.

(c) Unless otherwise specified, contracts entered into by other Cisema entities shall be governed by and construed in accordance with the laws of the place of the registered office of the contracting Cisema entity, to the exclusion of the CISG.

(d) The parties may agree in writing on a different governing law for a specific contract.

(e) Notwithstanding the chosen governing law, mandatory provisions of any jurisdiction with a material connection to the contract (including, without limitation, the GDPR where personal data of EU/EEA residents is processed, and the mandatory laws of the customer's jurisdiction to the extent they cannot be derogated from) shall apply to the extent required by law.



(2) Place of Performance:

The place of performance for all services under this contract is the registered office of the contracting Cisema entity.

**§ 16 Severability clause**

Should any provision of these General Terms and Conditions be or become invalid, the remaining provisions shall remain effective. The contracting parties shall replace the invalid provision with a valid provision that comes closest to the economic intent of the contracting parties.