

# General terms and conditions of business

These General Terms and Conditions apply to all contracts and agreements concluded between the company "KNOT-Consulting GmbH", represented by the management, Keplerstrasse 8, 76689 Karlsdorf-Neuthard (hereinafter "Contractor") and its customers (hereinafter "Client"). Clients and contractors are hereinafter referred to as "parties". If these conditions have been or will be written in different languages, the German version is decisive.

## 1. Scope of Application

- 1.1. The contractor provides professional services within the range of § 611 ff. BGB (e.g. in the areas of software quality, engineering services, information technology, software engineering, process formulations and system integration) in accordance with the contract and the general terms and conditions (GTC) agreed below against payment of the agreed remuneration. The client bears responsibility for the project and its success.
- 1.2. The client's general terms and conditions do not apply, even if the contractor has not expressly objected to them. Acceptance of the service by the client is deemed to be acceptance of the contractor's general terms and conditions, waiving the client's general terms and conditions. Other conditions are only binding if the contractor has accepted them in writing; The contractor's general terms and conditions then apply in addition.
- 1.3. These General Terms and Conditions apply to all current and future transactions between the parties in ongoing business relationships.

## 2. Execution of Services

- 2.1. The place of performance of the service is the respective location of the contractor, unless agreed otherwise.
- 2.2. The contractor provides the service through suitable employees. The client has no right to the provision of services by certain employees of the contractor.
- 2.3. The contractor determines the way the service is provided, unless agreed otherwise.
- 2.4. The client is not authorized to give instructions to the contractor's employees involved in the provision of the service. The contractor's employees do not enter an employment relationship with the client. The client will only communicate requests regarding the services to be provided to the responsible employee named by the contractor and will not give any instructions to the contractor's other employees. If the contractor provides the agreed services on the client's premises at the client's request, the client must ensure that the contractor's employees are not integrated into the client's operations.
- 2.5. The contractor may subcontract but must impose corresponding obligations on the subcontractors as defined in Section 9 and Section 10.

## 3. Obligations to cooperate

- 3.1. The client ensures that the contact person named by him provides the contractor with the documents, information, and data necessary for the provision of the service completely, correctly, in a timely manner and free of charge, unless these are owed by the contractor. In addition, the client ensures that they are updated. The contractor may assume that these documents, information, and data are complete and correct,

unless he recognizes or must recognize that they are incomplete or incorrect.

- 3.2. The client must monitor the service provision by the contractor.
- 3.3. The client is obliged to support the contractor as necessary and to create all the conditions necessary for the proper execution of the order within his operational sphere. To this end, he will, if possible, enable remote access to the client's system. If remote access is not possible for security or other reasons, the affected deadlines will be extended accordingly. For further effects, the contractual partners will agree on an appropriate regulation.
- 3.4. If agreed in the contract that the service can be provided on site at the client's premises, the client will, on the contractor's request, provide sufficient workstations and work materials, in particular computers, in its business premises free of charge. The client also ensures that qualified personnel is available to support the contractor and that the contractor, and his employees are granted access to the client's business premises during business hours to the extent necessary.
- 3.5. The services to be provided by the client represent real obligations and not just mere obligations. If and to the extent that the client does not provide the services he owes, does not provide them on time or as agreed and this has an impact on the contractor's provision of services, the contractor is exempt from providing the affected services. If binding appointments are agreed upon, the contractor is released from his obligation to provide services. The contractual agreement applies to quotas. Proven additional expenses incurred by the contractor will be reimbursed separately based on the agreed conditions, without prejudice to the contractor's further rights.

## 4. Remuneration / Payment / Default

- 4.1. The remuneration is calculated according to effort based on the agreed prices. The agreed prices are generally net prices plus statutory sales tax.
- 4.2. Travel costs and expenses as well as other expenses will be reimbursed in accordance with the contractor's travel expense guidelines if these have been announced to the customer in advance and nothing else has been agreed. Travel time is considered working time subject to remuneration.
- 4.3. Unless otherwise agreed, the contractor is entitled to demand 25% of the order sum as an advance payment (due upon conclusion of the contract).
- 4.4. The services provided will be invoiced subsequently, monthly in the case of recurring services. The contractor's invoices contain information about the service period, the hourly or daily rate and the expenses to be reimbursed. A daily rate includes 8 hours.

- 4.5. All invoices are due for payment immediately upon receipt without deduction of any discount.
- 4.6. Invoices are to be paid exclusively to the bank details stated on the invoice.
- 4.7. The contractor can adjust the production costs. The adjustment is based on the changes in the price-determining factors and is carried out in proportion to these changes.
- 4.8. Price-determining factors within the meaning of the previous paragraph include, for example, wage, license, and financing costs as well as customs duties and/or import fees.
- 4.9. A price adjustment is possible for the first time for deliveries and services due more than 4 months after conclusion of the contract.
- 4.10. The client has the right to terminate the contract if the remuneration rates increase by more than five percent. The client can terminate within one month of receipt of the announcement at the time such an increase takes effect.
- 4.11. In the event of a change in the statutory sales tax, the contractor will adjust the prices accordingly.
- 4.12. Agreed proof of expenditure is considered approved unless the client objects in detail in writing within 14 days of receipt and the contractor has referred to the fictional approval in the proof of expenditure.
- 4.13. If the due date for payment is determined according to the calendar, the client is already in default by missing the deadline. In this case, he must pay the contractor default interest for the year amounting to 9 percentage points above the base interest rate. The client's obligation to pay default interest does not preclude the contractor from claiming further damages caused by default. The contractor is also entitled to withhold further provision of services and to make it dependent on payment of all outstanding items by the client and to generally switch to advance payment. The same applies if the client's financial situation deteriorates to such an extent that the fulfillment of the contractor's demands appears to be at risk.

## 5. Usage Rights

- 5.1. With full payment of the agreed remuneration, the contractor grants the client the non-exclusive and non-transferable right to use the service results that the contractor has provided within the framework of the contract and handed over to the client for its own internal purposes to be used permanently within the scope of the contractually agreed purpose, unless otherwise agreed.
- 5.2. Otherwise, all rights remain with the contractor.
- 5.3. The contractor can revoke usage rights granted to the client if the client significantly violates usage restrictions or other regulations to protect against unauthorized use. The contractor must give the client a grace period in advance to remedy the situation. In the event of a recurrence and in special circumstances which justify immediate withdrawal after weighing up the interests of both parties, the contractor can withdraw the rights without setting a deadline. The client must confirm to the contractor in writing that the use will be discontinued after the rights of use have been withdrawn. The contractor will grant the client the rights of use again after the client has explained in writing and assured that his use no longer results in any violations of the contractor's

rights and that previous violations and their consequences have been eliminated.

## 6. Performance problems

- 6.1. If the service is not provided in accordance with the contract and the contractor is responsible for this (disruption of service), he is obliged to provide the service in full or in part in accordance with the contract without additional costs to the client within a reasonable period set by the client, unless this is only possible with disproportionate effort. This obligation of the contractor only exists if the client notifies the disruption of service in writing and immediately, but at the latest within 14 days of becoming aware of it, unless otherwise agreed.
- 6.2. Section 8 applies to any additional claims for expenses and damages.

## 7. Legal defects

- 7.1. The contractor is only liable for violations of the rights of third parties through his service if the service is used in accordance with the contract and in the contractually agreed, otherwise unchanged, use environment. The contractor is only liable for violations of third-party rights within the European Union and the European Economic Area and at the place where the service is used in accordance with the contract.
- 7.2. If a third party asserts against the client that a service provided by the contractor violates his rights, the client will notify the contractor immediately. The contractor and, if applicable, his sub-suppliers are entitled, but not obliged, to defend the asserted claims at their expense, to the extent permitted. The client is not entitled to recognize third-party claims before he has given the contractor a reasonable opportunity to defend the third-party rights in another way.
- 7.3. If the contractor's services violate the rights of third parties, the contractor will, at its own discretion and at its own expense, either:
  - a. give the client the right to use the service or
  - b. make the service non-infringing or
  - c. withdraw the service and reimburse the fee paid by the client (less appropriate compensation for use) if the contractor cannot achieve any other remedy with reasonable effort.

The interests of the client are appropriately considered.
- 7.4. The statute of limitations for claims based on legal defects is one year from the start of the statutory limitation period. This does not apply in the event of an intentional or grossly negligent breach of duty by the contractor, in the case of fraudulent concealment of a defect, or in cases of injury to life, body or health, or for claims arising from the Product Liability Act.
- 7.5. In addition, Section 8 applies to the client's claims for damages and reimbursement of expenses.

## 8. Liability of the contractor

- 8.1. The contractor is always liable to the client
  - a. for damage caused intentionally or through gross negligence by him or his legal representatives or vicarious agents,
  - b. according to the Product Liability Act and

- c. for damages resulting from injury to life, body or health for which the contractor, his legal representatives or vicarious agents are responsible.
- 8.2. The contractor is only liable for slight negligence if he has violated an essential contractual obligation, the fulfillment of which makes the proper execution of the contract possible in the first place or the violation of which endangers the achievement of the purpose of the contract and on whose compliance the client can regularly rely. In the case of property and financial damage, this liability is limited to contract-typical and foreseeable damage. This also applies to lost profits and savings.
- 8.3. The contractual partners agree that they regard 50% of the annual order value per contract year as typical and foreseeable damage.
- 8.4. If it is necessary to restore data or components (e.g. hardware, software), the contractor is only liable for the effort required for the restoration with proper data backup and failure prevention by the client. In the event of slight negligence on the part of the contractor, this liability only arises if the client has carried out data backup and failure precautions appropriate to the type of data and components before the incident. This does not apply if this is agreed as a service by the contractor.
- 8.5. Sections 8.1 to 8.3 apply accordingly to claims for reimbursement of expenses and other liability claims of the client against the contractor.
- 8.6. Section 7.4 applies accordingly to the statute of limitations.

## 9. Confidentiality

- 9.1. Confidential information (hereinafter "Information") within the meaning of this Section 9 is all information and data or parts thereof, including all business, commercial and technical information, and data, which a party receives from the contractual partner in connection with a contract. This includes information that is communicated orally, in writing, electronically or in another way by the other contractual partner or on behalf of the other contractual partner. The parties undertake to maintain secrecy about all information that becomes known in connection with the execution of the contract and about the conclusion of the contract. The receiving contractual partner acknowledges that this information has not previously been known or readily accessible to the public, to the circles that normally deal with this type of information, either in its entirety or in its details, are therefore of economic value and are protected by appropriate technical and organizational confidentiality measures on the part of the disclosing contractual partner. If information according to this confidentiality agreement does not meet the requirements of a trade secret within the meaning of the Trade Secrets Act (GeschGehG), this information is still subject to the confidentiality obligations according to this Section 9. The contractual partners will also keep secret all operational and business secrets made available to them while executing the contract.
- 9.2. Unless otherwise agreed, this obligation ends after five years from the date of the last signing of

the contract, but not before its termination in the case of ongoing obligations.

- 9.3. The receiving contractual partner undertakes to use the information received only for the execution of the contract and not to commercially exploit or imitate it in any form, directly or indirectly, without the prior written consent of the disclosing contractual partner (in particular by means of the so-called "Reverse engineering") or for intellectual property rights applications.
- 9.4. The contractual partners may only make copies of the information to the extent that this is absolutely necessary to achieve the purpose of the contract.
- 9.5. The receiving contractual partner undertakes to secure the information against unauthorized access by third parties through appropriate technical and organizational confidentiality measures.
- 9.6. The disclosing contractual partner remains the owner of the rights to the information, without prejudice to the rights he has under the GeschGehG. All written documents relating to the information that the receiving contractual partner receives from the disclosing contractual partner remain the property of the disclosing contractual partner.
- 9.7. The receiving contractual partner undertakes not to pass on the information received or parts thereof to third parties without the prior written consent of the disclosing contractual partner. The disclosing contractual partner can refuse such consent or revoke it at any time without giving reasons. No third parties within the meaning of this regulation are companies affiliated with the contractual partners and therefore all those companies in which
  - a. a contractual partner or
  - b. a company that directly or indirectly owns more than 50% of the shares in a contractual partner or controls the voting rights in a contractual partner
 itself directly or indirectly owns more than 50% of the shares or controls the voting rights.
- 9.8. The receiving contractual partner must ensure that its employees and third parties who are authorized by the receiving contractual partner to receive the information,
  - only have access to the information received from the other contractual partner if this is absolutely necessary for the contractual purposes,
  - have been made aware of the confidentiality requirements and comply with these requirements or requirements, which may not be less restrictive than the provisions in this confidentiality agreement and
  - neither cause nor permit the information to be disclosed to any other third party.
 The disclosing contractual partner may request that the receiving contractual partner check compliance with this regulation.
- 9.9. The obligations of this Section 9 do not apply to such information or parts thereof for which the receiving contractual partner proves that they
  - a. were lawfully known to the receiving contractual partner before receipt without an obligation to maintain confidentiality, or

- b. were made accessible to the receiving contractual partner at any time by an authorized third party without an obligation of confidentiality, or
- c. was known to the public before receipt or was generally accessible, whereby information is not considered publicly known simply because only parts of it are publicly known, or
- d. became known to the public after receipt or became generally accessible without the receiving contractual partner being responsible for this, or
- e. were independently developed or learned by the receiving contractual partner.

If the receiving contractual partner proves that he has to disclose the information or parts of it due to an official or judicial order or mandatory legal regulations, the above obligations no longer apply. In these cases, the receiving contractual partner will immediately inform the disclosing contractual partner of this and will take reasonable steps to ensure that the information is treated confidentially. Information disclosed in this way must be marked "confidential".

## 10. Data protection

- 10.1. The contractor fully observes all regulations of the EU General Data Protection Regulation (DS-GVO) and the new Federal Data Protection Act (BDSG) that are relevant to the provision of the services agreed with the client.
- 10.2. The contractor will take appropriate technical and organizational measures to protect the security, confidentiality, and integrity of personal data in accordance with the contractual agreements. This includes in particular measures to prevent access, use, modification and disclosure of personal data by third parties or by the contractor's employees, except in the following cases:
  - a. To provide the contractually agreed services and to prevent or remedy performance or technical problems,
  - b. due to mandatory legal provisions in compliance with the contractual agreements or
  - c. with the express written consent of the client.
- 10.3. If the contractor processes personal data on behalf of the client as part of the provision of the service, the provisions of the order processing agreement to be concluded separately between the contractual partners ("AVV" for short) take precedence. The contractual partners undertake to comply with these provisions of the AVV.

## 11. Export and import control

- 11.1. The client will be responsible for observing the import and export regulations applicable to the deliveries or services, particularly those of the USA. In the case of cross-border deliveries or services, the client bears any customs duties, fees and other charges incurred. The client will handle legal or official procedures in connection with cross-border deliveries or services on his own responsibility, unless otherwise expressly agreed.
- 11.2. Services under the contract may be subject to a permit requirement if they are passed on to third parties, such as subsidiaries of the client, if they

are exported from Germany or imported into a third country. The client will obtain the necessary approvals before each export of the services.

- 11.3. The client undertakes not to sell or make available services to third parties who are excluded from the delivery of goods according to the US export regulations (Table of Denial Orders) or in warnings from the German Federal Government.
- 11.4. The fulfillment of the contract by the contractor is subject to the proviso that this does not conflict with any national or international regulations of foreign trade law, embargoes or other sanctions.

## 12. Final Provisions

- 12.1. The contractor may assign claims arising from this contract to third parties at any time. Furthermore, the contractor may transfer rights and obligations from this contract to a third party if the client does not object in writing within four weeks of receiving a corresponding notification; The contractor will point this out in the notification.
- 12.2. The contractual partners are only permitted to set off against a counterclaim that has been recognized by the other contractual partner or has been legally established.
- 12.3. Changes and additions to the contract and these General Terms and Conditions are only effective if they are agreed in writing. This also applies to changes to this written form clause. If written form is agreed (e.g. for terminations, withdrawal), text form (e.g. email) is not sufficient.
- 12.4. Subsequent changes or new versions of these general terms and conditions by the contractor are possible if they are reasonable for the client, considering the interests of the contractor. A change is only reasonable if there is a valid reason for the change. Such a valid reason is in particular the need to eliminate equivalence disorders, close any regulatory gaps or reflect changing circumstances. The contractor will notify the client of the changes clearly in writing no later than 2 months before they come into force, as well as give him the valid reasons for this and point out the consequences of tacit acceptance of the notification. The change is deemed to have been accepted if the client does not object within one month of receiving the notification. The decisive factor for the timeliness of an objection is its receipt by the contractor. If written form is agreed (e.g. for terminations, withdrawal), text form (e.g. email) is not sufficient.
- 12.5. German law applies, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and excluding the conflict of law rules of private international law.
- 12.6. If differences of opinion arise in connection with the contractual services, the contractual partners will make reasonable efforts to reach an out-of-court agreement. If the contractual partners cannot resolve differences of opinion at the respective working level, an escalation to the next higher management level takes place. If an amicable solution cannot be found at this level, the matter is escalated to the management level.
- 12.7. Should individual provisions be or become invalid or unenforceable, this will not affect the effectiveness of the remaining provisions.

12.8. The place of jurisdiction for all disputes arising in connection with this contract is the registered office of the contractor, provided that the client is a merchant, a legal entity under public law or a special fund under public law.