

## **General Terms and Conditions**

### **for Consulting Services**

#### **1 GENERAL**

- 1.1** The following General Terms and Conditions shall govern the provision of consulting services by Tributus Compliance Solutions GmbH ("**Tributus**"). They act as a supplement to the provisions of the contract concluded between us and the Client concerning the performance of consulting services ("**Consultancy Agreement**"). In the event of discrepancies between the terms of such Consultancy Agreement and the General Terms and Conditions for Consulting Services, the provisions of the Consultancy Agreement shall apply.
- 1.2** These General Terms and Conditions for Consulting Services shall apply to entrepreneurs, legal persons under public law, and special funds under public law. An entrepreneur in the meaning of these General Terms and Conditions for Consulting Services is a natural or legal person or a partnership with legal capacity which, in concluding the contract on the basis of these General Terms and Conditions for Consulting Services, does so in the performance of a commercial activity or independent professional occupation.
- 1.3** These General Terms and Conditions for Consulting Services shall govern all current and future contracts for consulting services between Tributus and the Client; no further reference to these General Terms and Conditions for Consulting Services shall be required.
- 1.4** Other General Terms and Conditions of Tributus shall not apply to the provision of consulting services unless the parties explicitly agree on their applicability.

#### **2 CONCLUSION OF THE CONTRACT**

- 2.1** Tributus shall present the Client with an offer for the conclusion of the Consultancy Agreement, which the Client may accept or reject within 10 days from receipt of the offer. If acceptance is not made within this period, Tributus is no longer bound by its offer, and a new offer is required.
- 2.2** Information contained in data sheets, brochures, and other informational material serves only to provide general information, and shall only become binding content of the contract if Tributus explicitly so confirms to the Client in writing.

#### **3 SUBJECT MATTER OF THE CONTRACT**

- 3.1** The subject matter of the Consultancy Agreement is the support of the Client in working with the Tributus software. Consulting services shall be performed by Tributus to the best of its knowledge and judgment.
- 3.2** The specific scope and manner of performance shall be determined in writing by the contracting parties. The contracting parties hereby agree to changes to this agreement, made necessary for compelling legal or technical reasons, provided that such changes to this agreement are limited to an extent reasonable for both parties. To the extent that we have disclosed our calculations to the Client, we reserve the right in the event of a calculation error to correct such error and to continue performance of the Consultancy

Agreement under the corrected circumstances. Insofar as, in consequence of such an error correction, the further performance of the contract would be unreasonable for the Client, the Client shall be entitled to terminate the contract.

- 3.3** Tributus may commission suitable third parties with performance of its contractual obligations, in whole or in part.

### **PAYMENT/PRICES**

- 3.4** The Client shall be invoiced on a monthly basis for consulting services rendered, based on the work actually performed and billed at the hourly rates in effect at the conclusion of the Agreement. The Client shall receive an overview of Tributus's corresponding hourly rates at the conclusion of the Agreement.
- 3.5** Client shall separately be responsible for payment of the necessary and reasonable expenses and outlays of Tributus for business travel (including accommodation costs).
- 3.6** The agreed prices and other invoiced amounts (e.g. travel costs in Paragraph 4.2) are net of the statutorily applicable VAT.
- 3.7** Invoices are to be paid by bank transfer, in full and without deductions and within two weeks of the invoice date, to the checking account specified in the Consultancy Agreement. The date of the bank transfer shall be determinative of compliance with this payment period. After this two-week period, the Client shall be in default of its payment obligations.
- 3.8** In the event of a default on payment obligations, Tributus shall be entitled to payment of default interest in the amount of 8% above the then-current base interest rate. The Client reserves the right to substantiate lower actual losses to Tributus as a result of its default; Tributus reserves the right to substantiate higher actual losses and assert claims against the Client accordingly.
- 3.9** Tributus is entitled to perform consulting services owed only upon prepayment, or to make the provision of such services dependent on the pledging of a security, if circumstances exist which, using normal banking standards, would provide cause for doubt concerning the Client's solvency, Tributus has informed the Client of these doubts, and the Client has been unable to dispel them. Tributus may also suspend performance of its consulting services in the event of the Client's insolvency, and demand immediate settlement of the amount owing for services already performed.

### **CLIENT'S OBLIGATIONS TO COOPERATE**

- 3.10** Insofar as necessary for provision of Tributus's consulting services, the Client shall provide workspaces for Tributus within its premises free of charge, including all necessary work equipment and the corresponding infrastructure (e.g. telephone, fax machine, IT system including Internet connection).
- 3.11** The Client shall make available to Tributus all documents and information necessary for proper performance of its obligation to provide consulting services. Tributus's consulting services shall be provided exclusively on the basis of the documents and information provided to Tributus by the Client.
- 3.12** The Client shall take the necessary measures to ensure the safety of Tributus's employees while on the Client's premises.
- 3.13** The reports, drafts, and calculations generated by Tributus during the consulting engagement **may only** be used by the Client for its own, contractually intended purposes. Insofar as copyrights to such documents accrue to Tributus, they shall remain the property of Tributus.

- 3.14** Tributus is entitled to refuse performance of its obligations for the duration of any culpable violation of the Client's obligations to cooperate.

### **CONTRACT TERM/TERMINATION**

- 3.15** The Consultancy Agreement shall terminate at the end of the term agreed therein. If no end to the contract term is specified in the Consultancy Agreement, the Agreement shall be for an unlimited term, and may be terminated by either party upon one month's notice at the end of any calendar quarter. Notice of termination must be made in writing. Timely receipt of notice of termination by the other party shall be determinative for compliance with the notice period requirement.
- 3.16** In the event that Tributus defaults on its performance of a contractual obligation, the Client may only terminate the Consultancy Agreement if it has previously demanded in writing and with three weeks' notice that Tributus fulfil the obligation owed, and Tributus fails to comply with this demand within the three-week period.
- 3.17** Tributus is entitled to terminate the Consultancy Agreement with immediate effect for good cause, namely a reason making it unreasonable to continue to hold Tributus to performance of the Consultancy Agreement. Such good cause shall be found in particular if:
- in the event of a suspension of performance and demand for immediate settlement on the part of Tributus, the Client refuses without justification to pay for those services rendered up to that point in time; in such case, the Client is not entitled to damages.
  - circumstances exist from which a deterioration in the Client's financial position may be feared, in accordance with standards normally applied by banks;
  - the opening of insolvency proceedings against the Client's assets has been requested;
  - despite reminders from Tributus, the Client continues culpably to fail to comply with its obligations to cooperate in accordance with the provisions of these General Terms and Conditions for Consulting Services.

### **0 LIABILITY**

- 3.18** The parties shall bear unlimited liability in cases in which a warranty was explicitly assumed, as well as in cases of tortious or grossly negligent violations of contractual obligations. The parties shall also be fully liable in the event of tortious or grossly negligent acts or omissions resulting in loss of life, bodily injuries, or injuries to health.
- 3.19** For financial losses and damage to property, the parties shall only be liable in the event of violations of material contractual obligations (i.e. obligations whose fulfilment is necessary for the proper performance of the contract, and the fulfilment of which can ordinarily be relied upon by the other contracting party). Such liability shall, however, be limited in amount to the losses reasonably foreseeable at the time the contract was concluded and typical for the type of contract in question.
- 3.20** A party shall not be liable for damage or losses resulting from the improper or inappropriate use of its performance under the Contract by the other party, unless the first party is responsible for such improper

or inappropriate use. A party shall also not be liable for damage or losses which the other party could have prevented by reasonable measures.

- 3.21** Each party shall be liable for all damage or losses resulting from the disclosure of confidential information to third parties resulting from its culpable actions or behaviour.
- 3.22** The aforementioned limitations on liability also apply in full to the legal representatives, employees, and other assistants or vicarious agents of each party.
- 3.23** The dates and deadlines agreed are subject to delays or disruptions resulting from unforeseeable events, such as force majeure, war, or strikes, the occurrence of which shall result in a reasonable extension of the period of performance. If the delay lasts more than three months, Tributus shall have the right to restrict or suspend its performance or withdraw from the Consultancy Agreement in whole or in part, without giving rise to any claim for damages on the part of the Client. Tributus shall be obligated to promptly inform the Client in such case.

## **0 CONFIDENTIALITY**

- 3.24** Tributus is obligated to treat as confidential all information concerning the Client's business and trade sequence acquired by Tributus in the course of the provision of its consulting services, and to protect such information against acquisition by unauthorized third parties.
- 3.25** Insofar as documents belonging to the Client are made available to Tributus during the performance of the Consultancy Agreement, these shall also be handled with confidentiality and used only for performance of the consulting services.
- 3.26** Documents provided to the Client by Tributus in the course of the provision of its consulting services shall also be treated as confidential by the Client and used exclusively in relation to the agreed provision of consulting services. Upon termination of the Consultancy Agreement, such documents are to be returned to Tributus, promptly and in full.

## **0 OFFSETTING, ASSIGNMENT**

- 3.27** The Client shall only have a right to offset claims insofar as its counterclaims have been established with legally binding effect or are not disputed. The Client may only exercise a right of withholding if its counterclaim arises from the same contractual relationship.
- 3.28** We reserve the unrestricted right to assign to third parties any and all of our claims against the Client.
- 3.29** The assignment of the Client's rights and/or the transfer of the Client's obligations under the Consultancy Agreement are – with the exception of those cases covered by Section 354a of the German Commercial Code [HGB] – only permitted with our written consent.

## **4 CONCLUDING PROVISIONS**

- 4.1** The Consultancy Agreement, including these General Terms and Conditions for Consulting Services, reflects the agreements made between the parties. No oral collateral agreements exist.

- 4.2** Modifications and amendments to the agreement or these General Terms and Conditions, including this written form requirement, shall only be effective in writing.
- 4.3** Information provided by us may only be considered to be binding if provided or confirmed in writing and bearing the explicit statement "Binding Information".
- 4.4** If a provision of the contract shall be found to be ineffective, the validity of the remaining provisions shall not be affected thereby.
- 4.5** Cologne shall be the place of jurisdiction for all disputes arising out of or under this Consultancy Agreement, provided that the Client is a merchant, a legal person under public law, or a special fund under public law, or has no place of general jurisdiction within Germany.
- 4.6** This Consultancy Agreement and all disputes arising out of or in relation to it shall be governed by the laws of the Federal Republic of Germany. The applicability of the UN Convention on Contracts for the International Sale of Goods (UN CISG) is hereby excluded.