

TRANSLATED: General Terms and Conditions of Systain Consulting GmbH**// NOT AUTHORIZED TO BE USED FOR CONTRACTS OR OFFERS //****1. General**

1.1 These are the general terms and conditions of Systain Consulting GmbH (hereinafter Systain), which applies in principle to services of Systain, provided that no prior individual contracts were made. These general terms and conditions apply exclusively; conflicting or deviating conditions do not apply.

1.2 Additional agreements must always be in writing. A party may only invoke verbal agreements if the agreement was confirmed in writing immediately or no later than 48 hours by at least one party. If a written agreement is to be subsequently amended, it must be indicated explicitly in the written confirmation.

2. Service provision

2.1 Systain acts as consultant for the client within the framework of a service contract.

2.2 The scope of services (requirement profile, etc.), maximum costs, compensation, duration, scope, specifications and/ or dates are agreed in the context of the order.

2.3 The minutes of meeting transmitted by Systain are binding if the client does not contradict within three business days upon receipt.

2.4 Templates, files, and other work equipment that Systain creates or has created to provide the services owed remain the property of Systain. A surrender obligation does not exist. Systain is not required to store it.

2.5 Systain is entitled to carry out the work assigned to it by authorized third parties.

2.6 If the client culpably omits or delays his participation, Systain can charge the arranged remuneration – after possibly spared expenses – for the not provided service without being obliged to later provide the service. If Systain decides to provide the consulting services still, this will only happen after appropriate adjustment of the timetable. The same applies in the event that the client defaults with the acceptance of the performance. Systain's replacement claim for potential additional expenditures remains unaffected.

3. Remuneration and payment terms

3.1 In principle, prior to every service subject to remuneration, an estimate of costs is presented to the ordering party, which has to be confirmed in writing by the ordering party (textual form is sufficient in each case). The remuneration is calculated according to the agreed daily rates and according to the time spent on the activity plus travel expenses and, if applicable, overnight expenses, unless otherwise agreed in individual cases.

3.2 Agreed prices are net prices, plus applicable VAT. Unless otherwise agreed, invoices are due immediately after invoicing and without deduction.

3.3 For larger contracts or those that extend over a longer period, Systain has the right to make interim or advance invoices.

3.4 The assignment of claims against Systain is inadmissible. For the assignment of monetary claims however, § 354 a HGB applies.

4. Rights of use

4.1 Any, even partial, use of works and services (presentations, etc.) submitted by Systain for the purpose of order completion, protected by copyright or not, requires the prior consent of Systain. That is also true for the use in modified or edited form and the use of the concepts underlying the work and services of Systain, provided that these are not reflected in the previous activities of the client. The acceptance of a presentation fee does not include the approval of using the work and services of Systain.

4.2 Rights to services of Systain, in particular copyright rights, only pass over to the client after full payment of all invoices regarding the order.

4.3 Unless otherwise agreed in an individual case, Systain grants the client, a non-exclusive, non-transferable and unlimited right for internal use of the work results, which are created in the course of the consultation.

5. Liability

5.1 Systain is liable to the client for damages only and to the extent that they are caused by him or by vicarious agents implemented by him due to the breach of a material contractual obligation, limited to the amount of the foreseeable, typically incoming damage. Liability for lost profits is excluded.

5.2 Liability for damage resulting from injury to life, body, or health, which are based on an intentional or negligent breach of duty by Systain, its statutory representatives or vicarious agents, remains unaffected. The same applies to liability for other damages resulting from an intentional or grossly negligent breach of duty, as well as damages whose liability is covered by the Product Liability Act.

5.3 For the destruction of data, Systain is only liable in case of gross negligence and only if the client has ensured that this data is from data material which is only kept in machine-readable form and can be reconstructed with reasonable effort.

6. Confidentiality

Each party is required not to share any of the other party's information or documents explicitly marked as confidential which were made accessible in the context of the performance of this agreement with third parties or make it accessible to third parties in any other way. Each party has to make the necessary arrangements in its company to ensure compliance with the above obligation. These obligations apply insofar and until the above information or documents are generally known without the assistance of the party obliged to secrecy.

7. Data backup

The client ensures that for the accounts and system accesses used by Systain and its employees at the client only read permission is granted, and thus the possibility of an accidental deletion of the client's data is safely and permanently eliminated.

8. Final provisions

8.1 Place of performance and jurisdiction is Hamburg. German law applies.

8.2 Should individual provisions of this contract be ineffective or unenforceable or become ineffective or unenforceable after conclusion of the contract, the effectiveness of the contract otherwise remains unaffected. An effective and practicable regulation which effects come closest to the economic purpose the contracting parties pursued previously should inure to the benefit of the ineffective or unenforceable provision. The above provisions apply accordingly in the event that the contract proves to be incomplete.