

## General Terms and Conditions of much. GmbH

-- none binding english translation --

**Version 2.1, valid for all orders from 16.08.2023.**

### 1. Scope of application

1.1 These General Terms and Conditions ("GTC") apply to business relationships between much. GmbH, Marcel-Breuer-Straße 17, 80807 Munich ("Consulting") with its clients. The offers of the consultancy are directed exclusively at entrepreneurs within the meaning of § 14 of the German Civil Code ("BGB").

1.2 The client's general terms and conditions of business shall only become part of the contract instead of or in addition to these GTC if the parties expressly agree to this in text form when concluding the contract.

1.3 Offers made by the Consultancy are non-binding unless they are expressly designated as binding. The Consultancy shall be bound by a binding offer for one month from the date of submission of the offer, unless otherwise stipulated in the offer.

### 2. Service classes

2.1 The services and the costs for the services result in detail from the individual offer of the consultation prepared for the client. There are different service categories, which are described in more detail in Sections 2.3. to 2.9. In the offer, the respective services can be assigned to the service categories by the product identifier in the offer description.

2.2 The Consulting Firm shall employ its own staff or third parties with the necessary qualifications to provide the Services and shall be entitled at any time to replace its own staff or third parties with staff with comparable qualifications. The parties agree that English-speaking employees or third parties may also be used.

#### 2.3 Services

2.3.1 Services are all services which do not have any of the product identifiers set out in Sections 2.4. to 2.9. in the offer.

2.3.2 This includes all types of consulting services and analyses, as well as support for configuration, implementation, development, migration and other support services.

2.3.3 If consultancy services relate to a project of the customer, the responsibility for project organisation and planning as well as for project reporting shall remain with the customer. In particular, the client shall bear the overall responsibility for the realisation of the project in a professional, timely and budgetary manner.

#### 2.4 Service Retainer

2.4.1 Service Retainer means all services which are identified in the quotation provided by the Consultancy with the product code "reta-".

2.4.2 Service Retainer is a monthly hourly quota which the consultancy makes available to the client in order to provide various services for the client on an ongoing basis. The hourly quota can be freely distributed among the services.

2.4.3 The Client is free to use less than the times agreed in the Service Retainer. In the event of less use, only the times actually used shall be invoiced, whereby at least 50% of the agreed time in the Service Retainer shall be deemed to have been worked and invoiced each month. If a monthly hourly quota of eight or fewer hours is agreed, four hours shall be deemed to be hours worked and to be billed.

2.4.4 Further hourly quotas can be booked monthly by the Client at the list price, insofar as free capacities are available to the Consultancy.

#### 2.5 Software rental

2.5.1 Software rental shall be all services which are marked with the product identifier "app-" in the offer provided by the consultancy.

2.5.2 The Consultant shall provide the Client with software add-ons for the agreed term of the contract. The functionality of the software add-ons is described in detail in the offer. The provision shall be effected by the Consulting Firm making the software add-ons available online as an archive for download or transmitting them electronically.

2.5.3 The software add-ons are provided in source code.

2.5.4 The installation and commissioning of the Software Add-ons shall be the responsibility of the Client, unless the Client has additionally commissioned the Consultancy to do so.

### 2.6 Hosting

2.6.1 Hosting shall be all services which are identified in the offer provided by the Consulting Agency with the product identifier "host-".

2.6.2 Unless otherwise agreed, the provision of hosting services to the customer includes the following services:

- Provision of a server suitable for operating the software solution at an IT infrastructure service provider commissioned by the consultancy;
- Carrying out backups of the data stored on the server by the customer;
- Installation of updates of the software solution operated by the customer on the server;
- Setting up and operating the functioning software add-ons and software solution for use by the Client at an IT infrastructure service provider commissioned by the Consultant.

2.6.3 If the operation of the software solution previously used by the Client requires the transfer of the software solution and data for operation at an IT infrastructure service provider commissioned by the Consultant ("Migration Services"), such Migration Services shall only be provided on the basis of an individual offer as services pursuant to section 2.3 of these GTC.

2.6.4 If agreed between the Customer and the Consulting Service, the operation of the server shall be carried out in accordance with an individual service level agreement, see also section 2.7. of these GTC.

2.6.5 The functionality of the server, the software add-ons in detail and any supplementary services provided by the Consulting Firm are described in more detail in the offer.

### 2.7 Service Level Agreement

2.7.1 Service Level Agreement means all services which are marked in the offer made by the Consulting Agency with the product code "sla-".

2.7.2 At the request of the client, the consultancy shall offer a Service Level Agreement, which can be agreed in a separate agreement for a fixed monthly price.

### 2.8 Charging of Third Party Services & Travel Expenses

This shall be understood to mean all services which are incurred for the provision of the contractually owed services by the Consultancy. This includes

- External software add-ons from third parties These are identified in the quotation provided by the consultancy with the product identifier "ext-app" or "o-app-store" beginning.
- Travel costs & accommodation costs incurred during the consultancy, as well as services of third parties / external parties which were necessary for the provision of the service and desired by the client. These services are not explicitly included in the offer and will always be invoiced additionally.

### 2.9 Fixed price contracts

2.9.1 Contracts for work and services shall be all services which are marked in the quotation submitted by the Consultant with the identifier "wv-".

2.9.2 The consultancy shall produce the work defined more precisely in the quotation by the date agreed in the quotation at the latest, ready for acceptance and free of defects.

2.9.3 Any service which is not expressly defined in detail in the offer shall be categorised as a "change request" and invoiced separately.

2.9.4 After production of the work, the consultancy shall immediately notify the customer that the work is ready for acceptance.

2.9.5 The work performance shall be deemed to have been accepted as soon as the client uses it productively or the client has not submitted a list of defects within 14 days of notification of readiness for acceptance in accordance with 2.9.4, in which at least one defect preventing acceptance is listed.

2.9.6 All services that are provided as contracts for work and services take place within the framework of agile projects due to the agile approach. The services are generally billed on a time and material basis, which results from the agile nature of the projects. Insofar as the parties work together within the framework of an agile project, it follows from the nature of the agile approach of the parties that the elimination of defects by the consultancy shall in each case take place within the framework of future sprints and the capacities provided by

the consultancy and paid for by the client. The elimination of defects free of charge is excluded.

### 3. Prices and terms of payment

3.1 The prices stated in the offer are in euros, plus the statutory value-added tax applicable at the time of performance of the service, without deductions. The remuneration covers only the scope of services documented in the offer. Additional services will be charged separately on the basis of the agreed prices.

3.2 Unless otherwise agreed, invoices are due within 14 days of receipt. In case of doubt, invoices shall be deemed received three working days after the invoice date. The granting of discounts is excluded. Payment by the customer can be made by SEPA bank transfer or SEPA direct debit by individual agreement. Any bank charges incurred (in particular for foreign payments or chargebacks due to lack of account coverage) shall be borne by the customer.

Supplementary provisions for individual service categories:

### 3.3 Services and Service Retainer pursuant to Sections 2.3. and 2.4.

The services provided by the Consultancy pursuant to Sections 2.3. and 2.4. shall be remunerated by the Customer at the daily rate agreed with the Consultancy or, in the absence of an agreement, at the daily rate defined in Section 3.3.

The remuneration for service and service retainer shall be invoiced on the last day of the month, unless otherwise agreed in the offer.

Unless otherwise agreed in the offer, the Consulting shall invoice expenses per half hour commenced. If, according to the offer, the remuneration is calculated on the basis of "days", "man-days", "person-days", or similar, such a "day" shall correspond to eight time hours of an employee on a calendar day.

3.4 **Software rental, Hosting and Service Level agreement** according to clauses 2.5., 2.6. and 2.7.

3.4.1 The remuneration shall be invoiced in advance at the beginning of a billing period.

3.4.2 The Consulting shall announce price changes to the Customer in text form four (4) weeks before they come into effect and these shall automatically become valid from the next renewal. If the Customer objects to the price increase before it takes effect, the contractual relationship shall end at the end of the term.

3.4.3 Termination of the contract shall not release the customer from the obligation to pay for the services used up to the time of termination..

3.5 **Onward invoicing** in accordance with Clause 2.8

3.5.1 Travel expenses, external software add-ons as well as all other costs incurred in accordance with Section 2.8. for the provision of the contractually owed services by the Consulting shall be invoiced to the Customer additionally and according to expenditure with an administrative surcharge of 20%, unless otherwise specified in the offer.

3.5.2 Unless otherwise agreed in individual cases, the Consulting shall invoice travel time for travel to project locations at 50% of the agreed hourly rate.

3.6 **Contracts for work and services** pursuant to Section 2.9

The remuneration for contracts for work and services pursuant to Section 2.9 shall be paid in full by the Client prior to the commencement of the provision of services.

### 4. Term and termination

4.1 Unless otherwise agreed, the contract shall commence on the date of acceptance of the offer by the Customer or, if the Consulting Services commence before this date, on the date of commencement of performance.

4.2 In the event that the Consulting incurs costs due to premature termination by the Customer, the Customer shall compensate the Consulting for this. Mutually reserved is the right of termination in text form of a contract for good cause.

4.3 Terminations must be made in writing; text form (e.g. e-mail or online communication) is permissible.

Supplementary provisions for individual service categories:

4.4 **Services** according to section 2.3.

4.4.1 Unless otherwise agreed, contracts may be terminated by either party at any time by giving 90 days' notice in text form to the end of the month. Services provided to date shall be remunerated in full.

4.4.2 Services ordered to date, the processing of which has already begun, shall be fully remunerated.

4.4.3 In an ongoing order, termination prior to utilization of the entire order volume shall be excluded; the right to termination without notice for good cause shall remain unaffected.

4.5 **Service Retainer, Software Rental, Hosting and Service Level Agreement** according to Sections 2.4., 2.5., 2.6. and 2.7.

The Consulting shall provide the agreed services from the time of provision for a minimum contract term of one (1) year, unless otherwise agreed in the offer. Thereafter, the contract term shall be extended by one (1) additional year in each case, unless one party terminates the contract in whole or in part in text form no later than one (1) month before the end of the term. The date of receipt of the notice of termination shall be decisive.

4.6 **Software rental and hosting** pursuant to Sections 2.5. and 2.6.

4.6.1 The Customer's right to terminate the agreement without notice for exceptional reasons if the Customer is not granted the contractual use of the leased property in whole or in part in a timely manner or is deprived of it again is excluded (Section 543 (2) (1) BGB).

4.6.2 The Consulting Agency may terminate the Agreement in text form if the Client breaches material obligations under this Agreement, in particular the provisions on rights of use, and has not remedied such breach within thirty (30) days after a warning by the Consulting Agency.

4.7 **Subcontracting and contracts for work and services** pursuant to Sections 2.8. and 2.9.

The Client's right to ordinary termination shall be excluded if the Consulting has already started to create the work or has already ordered the services to be charged on.

### 5. Rights of use

5.1 Within the scope of the provision of the Services pursuant to Section 2, with the exception of software rental pursuant to Section 2.5, the Consulting shall grant the Client a non-exclusive right of use, unlimited in time and space, for its internal business purposes for the results created for it within the meaning of copyright law and within the meaning of industrial property rights (hereinafter "Work Results"). The right of use includes the right to process the Work Results. The Consultancy grants this right to the Client subject to full payment. The right of use shall expire if the Client is in default of payment for more than thirty (30) days. A separate reminder by the Consulting shall not be required for this purpose. The Client shall be entitled to transfer the right of use to companies affiliated with it at the time of conclusion of the contract within the meaning of Section 15 of the German Stock Corporation Act (AktG) or to grant them a simple right of use to the work results.

5.2 Clause 5.1 shall not apply to standard products which are part of the work results. Standard products are products or solutions of the Consulting or third parties that can be delimited in themselves and are subject to their own license conditions. The Customer's rights to these standard products shall be determined exclusively in accordance with their license terms, which are part of the software modules as a copy. In the case of work results that contain "open source software" or adaptations of this software, the customer shall, in deviation from Section 5.1, receive rights of use in accordance with the relevant license conditions for this software (e.g. "GNU General Public License").

5.3 The granting of rights pursuant to Section 5.1 shall not apply to materials or solutions existing at the Consulting (hereinafter "much. IP"), including any modifications and amendments made thereto. The Consulting shall at all times retain all rights to the much. IP. The rights of use granted to the Client in respect of the much. IP shall be determined in accordance with the purpose of the contract on which both parties have based themselves. The isolated use of the much. IP is excluded.

5.4 Separate rights of use for **Software Rental** pursuant to Section 2.5..

5.4.1 Upon payment of the agreed prices, the Consulting shall grant the Customer and the employees intended by the Customer to use the Software Add-ons ("User") the non-exclusive, non-sublicensable, non-transferable right, revocable at any time, limited in time and content to the term of the agreement and subject to the following

provisions, to make the Software Add-ons available on its IT systems for the group of users agreed in the offer. The IT systems may also be those of affiliated companies of the Customer within the meaning of Sections 15 et seq. of the German Stock Corporation Act (Aktiengesetz) and of service providers of the Customer (outsourcing), which operate the IT systems and the Software Add-ons for the Customer. The Customer may operate one copy of the Software Add-ons on a single server for productive use. He is entitled to install a second copy exclusively for test purposes. The Customer shall not be granted any further rights to these Software Add-ons.

5.4.2 The Customer shall use the Software Add-ons for its internal purposes only. It shall not be entitled to use the Software Add-ons beyond the use permitted in accordance with this Agreement or to have third parties use them or make them accessible to third parties. In particular, the Customer may not rent, lend, sell, sublicense, assign or transfer the Software Add-ons themselves or the rights to the Software Add-ons to third parties for use, nor copy the Software Add-ons or authorize the copying of the Software Add-ons either in part or in whole, except in the cases expressly permitted herein. Users shall not be considered third parties for the purposes of this provision.

5.4.3 All IT systems on which the Software Add-ons are installed or copied in whole or in part, temporarily or permanently, shall be under the Customer's control.

5.4.4 The Customer may not edit the Software Add-ons, but may only extend their functionality in a separate module.

5.4.5 The Customer shall not remove alphanumeric identifiers, trademarks and copyright notices located in the Software Add-ons.

5.4.6 Any supplementary program code (e.g. patch, update) provided to the Customer for the purpose of troubleshooting shall be deemed to be part of the respective Software Add-ons provided and shall be subject to the terms and conditions of these GTC.

## 6. Warranty for material defects and defects of title

6.1 The Consultant warrants that the Services under Section 2 will be performed in accordance with the contract and with due care and diligence in accordance with the standards customary in the industry, taking into account its special knowledge and experience.

6.2 The Consultant warrants that the work results provided do not infringe any rights of third parties if used by the Client in accordance with the contract. This warranty shall be conditional upon the Client notifying the Consulting Firm without delay in text form of any third party rights asserted against it and leaving the legal defense and settlement negotiations to the Consulting Firm. The client shall support the consultancy free of charge to a reasonable extent, in particular by providing the necessary information. Legal obligations of the customer to give notice of defects shall remain unaffected.

6.3 If the Client cannot use a Work Product in accordance with the contract due to a conflicting right of a third party, the Consulting Firm may, at its own discretion, either (a) modify the Work Product in such a way that the right of the third party is no longer infringed, or (b) procure the necessary authorization for the Client to use it. Self-performance by the Customer or by involving third parties shall be excluded.

6.4 The Customer shall have no claims based on defects of title if the Work Results have been modified by the Customer or third parties after acceptance, unless the Customer proves that the infringement of rights is not a consequence of the modifications. Claims of the Customer shall also not exist in the event of infringements of rights as a result of a combination of the work results of the Consulting with such services or products of third parties who are not subcontractors of the Consulting in this respect.

6.5 Separate warranty for **Software Rental** pursuant to Section 2.5.

6.5.1 In the event of defects of the Software Add-ons, the Consulting shall ensure the contractual use by providing updates of the Software Add-ons or a workaround solution ("Workaround") as soon as such is available to the Consulting. The contractual condition shall be deemed to have been established if only insignificant errors remain.

6.5.2 The Software Add-ons are free of material defects if they essentially have the agreed quality described in the offer at the time of transfer of risk. "Guarantees" (esp. about the condition and/or durability) are not given by the Consulting with regard to the Software Add-ons.

6.5.3 The Consulting shall receive from the Customer all documents and information required for the elimination of software defects. The Customer's claim for the elimination of defects shall be excluded if the

defect is not reproducible or can be demonstrated by written or machine-recorded output.

6.5.4 The customer's claims for defects shall become statute-barred twelve (12) months after the statutory commencement of the limitation period. This period shall not apply if longer periods are prescribed by law. Legally required notifications of defects by the customer must be made immediately in text form with a precise description of the problem. Only the contact person (GTC section 8.7) is authorized to give notice of defects.

6.5.5 The customer shall have no right of retention if its claims for defects are time-barred.

6.5.6 The customer shall have no claims based on defects in the following cases

- in case of only insignificant deviation from the agreed quality, or
- in the event of only insignificant impairment of usability, or
- in the event of damage occurring after the transfer of risk as a result of faulty or negligent handling (see also annex to the offer on technical requirements) or in the course of a breach of duties to cooperate, in particular if an outdated version of the software solution is used.

6.5.7 If the notification of defects was unjustified, the Consulting shall be entitled to demand reimbursement of the expenses incurred from the Customer. The support provided by the Consulting shall be remunerated by the Customer at the rates agreed with the Consulting or, in the absence of an agreement, at the daily rate pursuant to Section 3.4 per day.

6.6 Separate warranty in the case of a **contract for work** and services pursuant to Section 2.9.

6.6.1 In the event of a breach of the duty to inspect and give notice of defects, the performance shall be deemed to have been approved in view of the defect in question.

6.6.2 The Customer's claims for material defects shall become statute-barred within twelve (12) months after acceptance, unless the Consulting has fraudulently concealed the material defect; the statutory limitation period for the Customer's claims for damages due to material defects shall remain unaffected. Statutory obligations of the client to give notice of defects shall remain unaffected, in particular the obligation to give immediate notice of defects pursuant to § 377 BGB. Consulting may determine the type of subsequent performance at its own discretion.

6.6.3 If a notification of defects by the Client is unjustified, the Consulting Firm shall be entitled to demand reimbursement from the Client for the expenses incurred by the Consulting Firm in connection with the processing of the unjustified notification of defects. The support provided by the Consulting shall be remunerated by the Client at the daily rate agreed with the Consulting or, in the absence of an agreement, at the daily rate defined in Section 3.3.

## 7. Liability

7.1 The Consulting shall be liable without limitation for damages caused by gross negligence or intent on the part of the Consulting, its legal representatives or vicarious agents. Furthermore, the Consulting Firm shall be liable without limitation for damages resulting from culpable injury to life, body or health. Only in the event of a breach of essential contractual obligations, the breach of which jeopardizes the purpose of the contract and on the fulfillment of which the client was particularly entitled to rely (so-called cardinal obligations), shall the consultancy also be liable in cases of simple negligence. This liability is limited to compensation for damages that were typically foreseeable at the time the contract was concluded. A further limitation of liability for all cases of slight negligence to the respective project volume shall be agreed in the offer on a case-by-case basis.

7.2 Liability in the case of **Software Rental** pursuant to Section 2.5.

In the case of software rental, liability pursuant to Section 536a of the German Civil Code (BGB) is excluded.

7.3 Liability in case of hosting according to clause 2.6.

The Consulting shall not be responsible for the backup of data of the Customer. In the event of data loss, the liability of the Consulting Firm shall be limited to the recovery costs that would have been incurred if the Customer had dutifully backed up the data. Item 7.2.1 shall also apply to hosting.

## 8. Obligations of the customer

8.1 The Customer acknowledges its obligations to cooperate (specified in these GTC and, if applicable, additionally in the offer) as a prerequisite for the provision of services by the Consulting and thus as its contractual obligations.

8.2 The Customer shall be subject to the following duties to cooperate:

- Providing and ensuring proper operation of the necessary technical infrastructure and IT systems for the use of the software solutions provided by the Consulting.
- Granting access to required IT systems and providing all documents enabling the Consulting to trace and reproduce malfunctions and errors.
- Informing the software users about their rights and obligations in connection with the use of the software.
- Designating at least one contact person for consulting and ensuring that he or she is available during normal business hours (single point of contact, SPOC).
- Cooperation in the course of the project and enabling project implementation, in particular by providing requirements, data, deadlines, releasing requirements and releases, answering questions and calling off the order volume agreed in the offer.

8.3 The use of any third-party software solution within the scope of the project requires the conclusion of a corresponding license agreement between the Customer and the third-party provider. Customer shall ensure the timely conclusion of the license agreement for required software solution and, where possible, the appointment of Consulting as its "Implementation Partner" so that Consulting can properly perform its services.

8.4 Technical requirements and specifications according to clause 8.2.1 may change. Customer shall implement the current requirements and specifications without undue delay.

8.5 The Customer shall be responsible for defining, documenting and executing its processes in the scope of the Software, including but not limited to the configuration of the Software, system administration, application and data security policies and other legal requirements.

8.6 The Customer shall be prohibited from directly or indirectly enticing away employees and freelancers of the Consulting Firm or of third parties used by the Consulting Firm during the term of the Agreement (non-solicitation). This non-solicitation shall end twelve (12) months after the end of the respective contract.

8.7 If an employee of the Consulting Firm transfers from the Consulting Firm to the Customer during the term of a contract or within a period of twelve (12) months after its termination, this shall constitute an employment relationship mediated by the activities of the Consulting Firm, for which the Customer shall be obliged to pay a commission. The assumption of the mediation activity of the consultancy is irrefutably presumed if the customer has directly or indirectly approached the employee in question. The commission shall consist of a fixed component of EUR 12,500.00 (net) plus a variable component in the amount of three (3) gross monthly salaries (net) of the employee.

#### Supplementary Provisions for Individual Service Categories

8.8 Obligations of the Customer in the case of **Software Rental** pursuant to Section 2.5.

The Customer shall be subject to the following obligations to cooperate:

- Carrying out proper data backup by means of daily backup copies ("Backups") and ensuring the recoverability of the data and documents.
- Use of the current software solution or one of the two previous versions for which Long Term Support still exists according to the information on the website.
- Immediate start-up of updates provided, insofar as this is reasonable considering the interests of the parties.

8.9 Obligations of the Customer in the case of **Hosting** pursuant to Section 2.6.

The Customer shall ensure that the use of the Services by the Consulting Service does not lead to an overload of the server provided. If the use by the Customer requires a higher capacity of the server, the Customer shall immediately request a contract adjustment with a change to a sufficient server category from the Consulting.

The customer undertakes not to store any illegal content on the storage space provided that violates laws, official requirements or the rights of third parties. He shall ensure that the Internet address

selected by him, under which the contents can be retrieved via the Internet, also does not violate laws, official requirements or the rights of third parties.

Furthermore, the customer shall ensure that programs, scripts, etc. installed by him do not endanger the operation of the servers, the communication network of the consultancy as well as the security and integrity of other data stored on the servers of the consultancy. The customer shall indemnify the consultancy against any claims by third parties, including the costs triggered by such claims.

In the event of an imminent or actual breach of the aforementioned obligations, as well as in the event of the assertion of claims by third parties against the Consulting Firm for the refraining of the complete or partial dissemination and making accessible of the data stored on the servers via the Internet, the Consulting Firm shall be entitled, also taking into account the legitimate interests of the Client, to discontinue the connection of this content to the Internet in whole or in part with immediate effect. The Consulting shall inform the Customer about appropriate measures.

The customer shall be obliged to indemnify the Consulting on first demand against all claims of third parties which are based on an illegal use of the software by him or which are made with his approval or which result in particular from data protection, copyright or other legal disputes connected with the use of the software. If the customer recognizes or must recognize that such a violation is imminent, the customer shall be obligated to immediately inform the consulting company.

The customer will oblige the users authorized by him to comply on their part with the provisions listed for the use of the services.

The Customer shall back up its data files available in the system by download until the time of termination of the Agreement, since it cannot be ruled out that after termination of the Agreement these data files will no longer be accessible by the Customer. In any case, the Consulting shall delete the Customer's data 30 days after termination of the contract.

The contents stored by the Customer on the IT systems of the Consulting within the scope of the hosting or the data stored by the Consulting on the IT systems of the Consulting on behalf of the Customer may be protected by copyright and data protection laws. The Customer shall grant the Consulting Firm the right to make the content and data stored on the IT systems of the Consulting Firm accessible via the Internet, in particular to reproduce and transmit them for this purpose and to be able to reproduce them for the purpose of data backup, insofar as the Consulting Firm deems this necessary for its own provision of services.

8.10 If the Client does not fulfill a duty to cooperate, does not do so properly or is late in doing so, and if the Consulting Firm is therefore unable to provide its services in accordance with the contract, the Consulting Firm shall not be liable for any disadvantages incurred by the Client as a result. The additional expenses caused thereby, in particular for extended provision of the personnel or material resources used, shall be invoiced by the Consulting Firm to the Client at the agreed prices or, in the absence of an agreement, at the daily rate defined in 3.3. in addition. Other further rights of the Consulting due to failure to cooperate or insufficient cooperation of the Customer shall remain unaffected.

#### **9 Confidentiality and Data protection**

9.1 The parties shall keep secret all information of the other party which comes to their knowledge in the course of the cooperation and which is subject to secrecy, i.e. protect it with due care against disclosure to unauthorized persons. Authorized persons in the sense of this provision are the subcontractors used in accordance with the contract as well as employees of the consultancy. The parties undertake to involve only such employees or third parties in the cooperation whom they have previously committed to secrecy in a comparable form. All information of a party - irrespective of its form - which is marked in text form as requiring secrecy or whose secrecy requirement clearly results from its nature, in particular business and trade secrets, shall be deemed to require secrecy. This also includes much. IP. The confidentiality obligations shall continue to exist for three years after the end of the respective contract.

9.2 The parties shall comply with the applicable regulations on the protection of personal data. If the Consulting processes personal data of the Customer as a processor, the parties shall enter into a contract processing agreement pursuant to market standards, which can be viewed at <https://muchconsulting.de/agb-de/>.

#### **10 General Provisions**

10.1 The Consulting reserves the right to amend these GTC at any time. The Client shall be informed of the changes in text form four (4) weeks before they come into force. Within the scope of this information, the Client shall be informed of the new GTC. He shall be entitled to object to the validity of the new GTC within four (4) weeks after receipt of this notification. If the customer fails to object, the amended GTC shall become part of the contract after expiry of the four-week period. The Consulting shall expressly draw the Customer's attention to this period within the scope of the notification of amendment.

10.2 Excluded from the right to amend these GTC pursuant to Section 3.1 are provisions that affect the main performance obligations of the contracting parties and thus significantly change the relationship between main and counter-performance obligations, as well as other fundamental changes to contractual obligations that are equivalent to the conclusion of a new contract. For such changes an explicit contractual agreement is required.

10.3 The daily rate for consulting shall be € 2,000, unless otherwise agreed with the Customer.

10.4 The parties may use each other's companies and brands publicly as a reference. In addition, the Customer shall have the option to act as a reference customer on the basis of a separate agreement for the consulting.

10.5 The assignment of rights or obligations of the customer arising from the contract to third parties shall be excluded from the consulting without prior consent in text form. Offsetting by the customer shall only be possible with an undisputed or legally established counterclaim.

10.6 If the written form is required according to these GTC, the text form shall be sufficient to comply with them, unless this is regulated differently in the individual case.

10.7 If the written form is required according to these GTC, the text form shall be sufficient to comply with them, unless this is regulated differently in the individual case.