

General Terms and Conditions of much GmbH

Version 2.0, valid from 11.08.2022.

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 customers. The offers of consulting are exclusively directed to entrepreneurs in the sense of § 14 BGB (German Civil Code).
- 1.2. The client's general terms and conditions 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 Consulting shall be non-binding unless they are expressly designated as binding. The Consulting 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 consultancy prepared for the customer. 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. In order to provide the Services, the Consulting shall use its own employees or third parties with the respective required qualifications and shall be entitled at any time to replace assigned own employees or third parties by such 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 listed in Sections 2.4. to 2.9. in the offer.
- 2.3.2. This includes any kind of consulting services and analyses, as well as support in configuration, implementation, development, migration and other support services.
- 2.3.3. If consulting services relate to a project of the customer, the responsibility for project organization and planning as well as for project reporting remains with the customer. In particular, the customer bears the overall responsibility for the professional, timely and budgetary realization of the project.

2.4. Service Retainer

- 2.4.1. Service Retainer are all services which are marked with the product identifier "reta-" in the offer provided by the consultancy.
- 2.4.2. Service Retainer is a monthly hourly contingent, which the consultancy makes available to the customer in order to provide various services for the customer on an ongoing basis. The hourly quota can be freely distributed among the services.
- 2.4.3. The customer is free to use less than the times agreed in the service retainer. In the event of less usage, only the times actually used will be billed, with a minimum of 50% of the agreed Service Retainer time each month as time worked and to be billed. If a monthly hourly quota of eight or fewer hours is agreed upon, four hours shall be considered time worked and to be billed.
- 2.4.4. Additional hourly quotas can be booked monthly by the customer at the list price, insofar as free capacities are available to the consultancy.

2.5. Software rental

- 2.5.1. Software rental are all services which are marked with the product identifier "app-" in the offer provided by the consultancy.
- 2.5.2. The Consulting shall provide the Customer with software add-ons for the agreed term of the contract. The functionality of the software add-ons in detail is described in the offer. The provision

shall be effected by the Consulting providing the Software Add-ons online as an archive for download or by 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 customer, unless the customer has additionally commissioned the consultancy to do so.

2.6. Hosting

2.6.1. Hosting are all services which are marked with the product identifier "host-" in the offer provided by the consultancy.

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

- Provision of a server suitable for the operation of the software solution at an IT infrastructure service provider commissioned by the Consulting;
- Performing backups of the data stored on the server by the customer;
- Importing updates of the software solution operated by the customer on the server;
- Setting up and operating the functional software add-ons and software solution for use by the Customer at an IT infrastructure service provider commissioned by the Consulting Firm.

2.6.3. If the operation of the software solution previously used by the Customer requires the transfer of the software solution and data for operation at an IT infrastructure service provider commissioned by the Consulting Firm ("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, the operation of the Server shall be performed 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 as well as any supplementary services provided by the Consulting Firm are described in more detail in the offer. The Consulting Firm shall be entitled at any time to extend the functionality of the Software Add-ons or to adapt the Software Add-ons in any other way, provided that this does not impair the properties described above.

2.6.6. The consultancy is not responsible for the contents of the contents provided and exchanged by the customer via the hosting services. The consultancy is not obliged to check these contents for their legality.

2.7. Service Level Agreement

2.7.1. Service Level Agreement are all services, which are marked in the offer provided by the Consulting with the product identifier "sla-" beginning.

2.7.2. If requested by the customer, the consultancy offers a Service Level Agreement, which can be agreed upon in a separate agreement for a fixed monthly price.

2.8. Charging of third party services & travel expenses

2.8.1. This includes all services that are incurred for the provision of the contractually owed services by the consultancy. This includes

2.8.2. External software add-ons from third parties.

2.8.3. These are identified in the offer provided by the consultancy with the product identifier "o-app-store-".

2.8.4. Travel expenses & accommodation costs incurred during the consulting, as well as services of third parties / external parties which were necessary for the provision of the service and explicitly

requested by the customer. These services are not explicitly included in the offer and will always be charged additionally.

2.9. Contract for work

- 2.9.1. Contracts for work and services are all services which are marked with the identifier "wv-" in the offer made by the consultancy.
- 2.9.2. The Consulting shall produce the work defined in more detail in the offer at the latest by the date agreed in the offer, ready for acceptance and free of defects.
- 2.9.3. Any service which is not expressly defined in detail in the offer shall be categorized 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 customer uses it productively or if the customer has not submitted a list of defects within 14 days after 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 which are provided as contracts for work and services shall 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 cooperate within the scope of an agile project, it follows from the nature of the agile approach of the parties that the elimination of defects by the Consulting shall take place in each case within the scope of future sprints and the capacities provided by the Consulting and paid for by the Customer. 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 valid 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.

Supplementary provisions for individual service categories:

3.3. Services and Service Retainer according to Sections 2.3. and 2.4.

- 3.3.1. The services provided by the consultancy according to clauses 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 10.3.
- 3.3.2. The remuneration for service and service retainer shall be invoiced on the last day of the month, unless otherwise agreed in the offer.
- 3.3.3. Unless otherwise agreed in the offer, the Consulting shall invoice expenses per commenced quarter of an hour. If, according to the offer, the remuneration is calculated according to "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.

3.5. Further charges according to clauses 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 consultancy 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 according to section 2.9

- 3.6.1. The remuneration of contracts for work and services according to section 2.9. is to be paid in full by the client before the start of the service provision.

4. Term and termination

- 4.1. Unless otherwise agreed, the contract shall commence on the day of acceptance of the offer by the customer or, if the consultancy begins to provide services before then, on the day on which the services commence.
- 4.2. In the event that the Consulting incurs costs due to premature termination by the Customer, the Customer shall compensate the Consulting for such costs. 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.

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

- 4.5.1. 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 according to clauses 2.5. and 2.6.

- 4.6.1. The right of the customer to terminate the contract without notice if the contractual use of the leased property is not granted to him in whole or in part in due time or is withdrawn from him again is excluded (Section 543 (2) (1) of the German Civil Code (BGB)).
- 4.6.2. The Consulting Firm may terminate the contract in text form if the Client breaches material obligations under this contract, in particular the provisions on rights of use, and has not remedied such breach within thirty (30) days after a warning by the Consulting Firm.

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

- 4.7.1. 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 referred to as

"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 which can be delimited in themselves by the Consulting Company or third parties and which 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 Item 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 according to clause 5.1 shall not apply to materials or solutions (hereinafter "much. IP") existing at the Consulting, 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 Lease 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 in accordance with 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 (Aktengesetz) 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 does not receive any further rights to the software add-ons.
- 5.4.2. The customer will use the software add-ons only for his internal purposes. He is not entitled to use the Software-Add-ons beyond the use permitted in accordance with this agreement or to have them used by third parties or to 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 are not 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, are 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. 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 considered 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 Consulting Company warrants that the Services pursuant to 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 consultancy guarantees that no rights of third parties are infringed by the work results provided when used by the customer in accordance with the contract. This warranty is conditional upon the Client

notifying the Consulting immediately in text form of any third party rights asserted against it and leaving the legal defense and settlement negotiations to the Consulting. 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 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 the Work Product. Self-performance by the customer or by involving third parties is excluded.
- 6.4. Claims of the customer due to defects of title do not exist, as far as the work results were changed after acceptance by the customer or third parties, unless the customer proves that the infringement of rights is not a consequence of the changes. 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 in the Software Add-ons, the Consulting Firm shall ensure the contractual use by providing updates of the Software Add-ons or a workaround solution ("Workaround") as soon as this is available to the Consulting Firm. The contractual condition shall be deemed to have been established if only insignificant errors remain.
 - 6.5.2. The software add-ons shall be free of material defects if they essentially have the agreed condition 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 removal of defects is excluded if the defect is not reproducible or can be shown 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. Claims for defects of the customer do not exist
 - in case of only insignificant deviation from the agreed quality, or
 - in case 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 obligations to cooperate, in particular if an outdated version of the software solution is used.
 - 6.5.7. If the notification of defects is unjustified, the Consulting Firm 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 10.4 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 approved in view of the defect in question.
- 6.6.2. Claims for material defects of the Customer shall become statute-barred within twelve (12) months after acceptance, unless the Consulting has fraudulently concealed the material defect; the statutory limitation period for claims for damages of the Customer 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 Customer at the daily rate agreed with the Consulting or, in the absence of an agreement, at the daily rate defined in Section 10.3.

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 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 case of software rental according to clause 2.5.

- 7.2.1. In the case of software rental, liability pursuant to § 536a BGB is excluded.

7.3. Liability in case of hosting according to clause 2.6.

- 7.3.1. 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 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. Duties of the Client

- 8.1. The Customer acknowledges its duties 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 duties.
- 8.2. The customer is subject to the following duties to cooperate:
 - 8.2.1. Providing and ensuring proper operation of the necessary technical infrastructure and IT systems for the use of the software solutions provided by the Consulting.
 - 8.2.2. Granting access to required IT systems and providing all documents that enable the Consulting to trace and reproduce malfunctions and errors.
 - 8.2.3. Informing the software users about their rights and obligations in connection with the use of the software.
 - 8.2.4. Designation of at least one contact person for consulting.
- 8.3. The use of any third party software solution within the scope of the Project requires the conclusion of an appropriate license agreement between the Customer and the third party provider. Customer shall ensure in due time the conclusion of the license agreement for required software solution and, where possible, the appointment of Consulting as its "Implementation Partner" that Consulting can properly perform its services.
- 8.4. Technical requirements and specifications according to clause 8.2.1 may change. Customer shall implement any current requirements and specifications without undue delay.
- 8.5. Customer shall be responsible for defining, documenting and executing its processes in the scope of the Software, including, but not limited to, 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 employed by the Consulting Firm during the term of the

Agreement (non-solicitation clause). 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 consists 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 benefit categories

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

- 8.8.1. The Customer shall be subject to the following duties to cooperate:

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

- 8.9. Obligations of the customer in case of **hosting** according to clause 2.6.

- 8.9.1. The customer shall ensure that the use of the services by the consultancy 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 consultancy.
- 8.9.2. The customer undertakes not to store any illegal content or content that violates the law, official requirements or the rights of third parties on the storage space provided. 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.
- 8.9.3. 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.
- 8.9.4. 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.
- 8.9.5. 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.
- 8.9.6. The customer will oblige the users authorized by him to comply on their part with the provisions listed for the use of the services.
- 8.9.7. 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.

8.9.8. 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 grants the Consulting Firm the right to make the contents 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 fails to fulfill a duty to cooperate, fails to 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 by this, 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 additional daily rate defined in 10.3. Other further rights of the Consulting due to failure to cooperate or insufficient cooperation of the Customer shall remain unaffected.

9. Secrecy 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 beyond the end of the respective contract.

9.2. The parties shall comply with the applicable regulations on the protection of personal data. If the Consultancy processes personal data of the Client as an order processor, the parties shall enter into an agreement on order processing in accordance with customary market standards, which can be viewed at <https://muchconsulting.de/agb-de/>.

10. General provisions

10.1. Consulting reserves the right to change these GTC at any time. The client will be informed of the changes in text form four (4) weeks before the changes come into effect. Within the scope of this information, the client will 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 10.1 are provisions that affect the main performance obligations of the contracting parties and thus significantly change the relationship between main and counterperformance obligations, as well as other fundamental changes to contractual obligations that are equivalent to the conclusion of a new contract. Such changes require an express contractual agreement.

10.3. The daily rate for consulting shall be € 1,500, 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 has 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 from the contract to third parties is excluded from the consulting without prior consent in text form. Offsetting by the customer is only possible with an undisputed or legally established counterclaim.

- 10.6. If the written form is required according to these General Terms and Conditions, the text form shall suffice to comply with them, unless otherwise stipulated in the individual case.
- 10.7. The legal relationship between the parties shall be governed exclusively by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. The exclusive place of jurisdiction is Munich, insofar as such an agreement between the parties is legally permissible.