

GENERAL TERMS AND CONDITIONS

GTC Consulting Services of Eucon GmbH & Eucon Digital GmbH, Stand: 10/2023

1. Scope

- 1.1 These General Terms and Conditions (hereafter „Terms and Conditions“) apply to all contracts between Eucon GmbH and Eucon Digital GmbH (hereafter "Eucon“) and any other organisation (hereafter „Client“) for the performance of project related consulting services and/or to all orders of Client for the performance of project related consulting services with Eucon.
- 1.2 Client may request Services beyond the scope of the respective order (hereafter "Additional Services"), these will incur extra costs. Unless otherwise agreed, such costs will be billed on a time and material basis according to the rates set out in the respective order or Eucon's then-current price list.
- 1.3 The services specified in sections 1.1 and 1.2 above are hereafter also referred to as "Services".
- 1.4 Unless expressly agreed otherwise, these Terms and Conditions will also apply to all future contracts with and/or orders of Client.

2. Scope of Services

- 2.1 The Scope of Services to be performed is specified in the respective order and its attachments (if any).
- 2.2 In case Eucon realises that service descriptions do not match the actual requirements of Client, Eucon will advise Client accordingly and will provide Client with alternative proposals under the change request proceedings set out in section 4.
- 2.3 Eucon may appoint subcontractors for the performance of its contractual obligations. However, Eucon remains responsible for the proper performance of the Services.

3. Project Organization

- 3.1 Eucon and Client will implement the project jointly in accordance with the respective order (description of Services), which specifies the responsibilities of Eucon and Client. Eucon will provide Client with recommendations as a basis for Client's decisions. The entrepreneurial

responsibility for decisions taken and their implementation remains with the customer.

- 3.2 It is Client's responsibility to specify as precisely as possible the requirements on the Services to be performed by Contractor. Only Client is in a position to evaluate Client's goals and the suitability of ordered Services for Client's business. The respective order contains the contractually agreed specifications and will be the sole reference for compliance of Eucon's performance. Client is responsible for the contents of these documents. Client will in particular ensure that all issues that are relevant for Client are laid down in writing in the respective Order.
- 3.3 Eucon reserves the right to decide whether Services will be provided at Client's site or at other locations. Although employees of Eucon might provide Services at Client's site, the command and management powers remain fully with Eucon.
- 3.4 Each Party will name one responsible project manager. Such project manager will act as the other Party's general contact and co-ordinator. Both project managers shall form the joint project management and shall be responsible for the proper implementation of the project and the proper provision of the Services.
- 3.5 The project organisation, in particular the roles and responsibilities, shall be defined in agreement and continuously monitored and updated in accordance with project progress.
- 3.6 If a project manager is no longer available, the applicable Party shall name a new project manager in writing without any delay, but no later than within 10 working days.

4. Alteration of Services – Change Request Proceedings

- 4.1 If a party intends to alter Services hereunder (e.g. increase or reduction of the Services, additional services, special orders, or other alterations relating to Services), the other Party shall promptly be informed in writing by submission of a change request identifying
 - project (project name),
 - change request number,
 - original definition of Service,

- new definition of Service,
 - requested date of performance/delivery,
 - reason for change,
 - assessment by the notifying Party of the fees.
- 4.2 The other Party will respond to the change request in writing within 10 working days or a reasonable period to be determined by Eucon. This response will contain such Party's evaluation of the implications of such change, in particular regarding fees and performance dates.
- 4.3 If the Parties agree that the performance of the requested change will not incur any additional fees, the change request and the response thereto will be combined to form one amendment, be given a serial number, and be attached to this Agreement.
- 4.4 If the performance of the requested change will incur additional fees, both parties will enter into an agreement on the Service change and the corresponding fees, which will become a supplement to the respective order and be given a serial number.
- 4.5 Unless otherwise agreed, Eucon will continue to provide the Services as specified herein until a change is effectively agreed upon.

5. Clients Responsibilities

- 5.1 Client will perform the Services which are assigned to Client's area of responsibility in the respective order under its sole and own responsibility.
- 5.2 Further, Client will support Eucon in the performance of its obligations hereunder.
- 5.3 The customer acknowledges that in its ["information security and data protection guidelines for service providers"](#) EUCON expects certain technical specifications and "good practices" for information technology cooperation from its service providers and customers, which serve the security and integrity of information technology systems. To the extent applicable, the customer warrants that the provisions of this policy will be observed when providing services and exchanging data.
- 5.4 Client will provide Eucon without delay with comprehensive information and documents which are necessary for the performance of Eucon's obligations hereunder. Further, Client will

unsolicitedly advise Eucon on industry or company specific requirements, particularities, and processes. Parties may agree on further specifications within the respective order.

- 5.5 Client will promptly notify Eucon of any defect by facsimile or email. Client will describe the defect in as much detail as possible.
- 5.6 Client will always provide Eucon with timely information on technical or organisational changes at Client, changes in the Client's workflows and new acquisitions by Client which will require an alteration of the Services to be provided or which will have an impact on such Services.
- 5.7 Client will make available suitable Client staff in sufficient numbers at the sites designated by Eucon.
- 5.8 As far as official permits may be required for the implementation of the project, Client is obliged to apply for or obtain such permits in due course.

6. Performance, Default

- 6.1 Dates are only provided as approximation and will not be binding unless expressly marked so in writing.
- 6.2 If Client fails to meet, or fails to fully meet, its duty to cooperate, in particular as specified in section 5., the time for performance, where agreed, shall be extended by the number of days by which Client fails to meet, or fails to fully meet, its duty to co-operate. The same applies if Eucon is not able to perform its contractual obligations due to circumstances beyond Eucon's responsibility.
- 6.3 Client's failure to timely meet its co-operation duties will result in increased costs on Eucon's part and the necessity, after removal of the obstruction, to restart preparations for the next step (such as rescheduling of assigned human resources, later provision of required personnel by Eucon, etc.). If such increased costs are caused by Client's failure to timely meet its duty to co-operate, Client shall pay Eucon for work and costs. The time for performance, where agreed, shall be extended by additional time required for the resumption of performance after elimination of such obstruction. This is without prejudice to any additional rights Eucon may have.

7. Licenses

- 7.1 Eucon grants to Client a non-exclusive, perpetual, worldwide, non-transferable license to use the Services for Client's (internal business) purposes.
- 7.2 Any further rights of use and exploitation regarding the Services remain with Eucon.

8. Fees

- 8.1 The fees for the Services are specified in the respective order.
- 8.2 Unless otherwise agreed in the respective order, the fees for the Services will be billed on a time and material basis according to fees set out in the respective order or in Eucon's then current pricelist if no applicable prices are concluded in the respective order. Eucon will then bill the incurred efforts including Additional Services on performance of such Services and/or Additional Services monthly.
- 8.3 The payments pursuant to section 8. are subject to VAT and other taxes, as applicable.
- 8.4 Payments pursuant to section 8. are due on receipt of the invoice and shall be paid within 10 days of receipt of the invoice without any deduction to the account specified in the invoice.
- 8.5 Any invoice that remains unpaid when due will accrue statutory default interest of 8 percent above the base rate; this is without prejudice to any additional statutory rights Eucon may have.
- 8.6 Eucon reserves all licenses until the fees are remitted in full; until such time Client will be allowed to use the Services under a revocable, preliminary license.

9. Warranty Rights

- 9.1 The warranty rights of Client against Eucon will initially be limited to subsequent performance in the form of a rectification of the defect. Client will accept at least two such attempts to rectify a defect unless this cannot reasonably be expected of Client. Client may rescind or terminate an order with immediate effect or reduce the price only after these attempts have failed; claims for damages shall be excluded unless such damages were caused by intent or gross negligence.
- 9.2 Client's warranty rights will expire one year following performance.

- 9.3 If Client has altered a Service, liability for defects will be excluded, unless Client can prove that the defect was not caused by such alteration by Client.
- 9.4 Failure to timely report defects pursuant to section 5.4 will exclude any liability for defects.
- 9.5 Efforts caused by unjustified notifications of defects will be billed according to Eucon's then current pricelist.

10. Liability

- 10.1 Eucon will be fully liable for damage caused by intent or gross negligence.
- 10.2 If a legal representative or a person employed by Eucon in the performance of any of its obligations acts with negligence or slight negligence, the liability of Eucon will be limited to the typically foreseeable damage where a material contractual obligation was breached. Any further liability for negligence or slight negligence will be excluded.
- 10.3 Notwithstanding section 10.2 above, Eucon will be fully liable for damage to life, limb or health which results from intentional or negligent violation of a duty on the part of Eucon.
- 10.4 All claims for damages – save for those caused by wilful action – will expire after two years. The limitation period will start to run at the end of the year in which the claim arose.
- 10.5 The above is without prejudice to the statutory liability under the German Product Liability Act (Produkthaftungsgesetz).

11. Data Protection and Non-Disclosure

- 11.1 During and after the term of the order, the parties will be obliged to keep confidential all information, images and documents relating to the financial, business and technical circumstances of the other party, which are disclosed to them during the performance of the respective contract. Neither party will copy or publish or otherwise disclose such information and documents to third parties without the prior General Terms and Conditions for Consulting Services of Eucon GmbH and Eucon Digital GmbH Valid since January 2017 written consent of the other party and will not use or otherwise exploit such information other than in the performance of the order.
- 11.2 Information will not be deemed confidential if the information was generally available to the

public at the time it was received by the receiving party or has become generally available to the public thereafter without the fault of the receiving party, or if this information was disclosed to the receiving party by a third party which may transfer or disclose such information, or if this information was independently developed by the receiving party without using the disclosing party's confidential Information.

- 11.3 Either party will be released from this non-disclosure obligation if, and to the extent, an administrative agency, court or any other governmental body requires the disclosure of information covered by the non-disclosure obligation pursuant to section 11.1. The receiving party shall promptly notify the disclosing party as to which authority requested the disclosure of which information. The party required to disclose information will use all diligent efforts to limit the disclosure and, where possible, to obtain a guarantee for the confidential treatment of the information so disclosed. The party required to disclose information will take all reasonable efforts to provide the other party with the opportunity to object to such disclosure.
- 11.4 Both parties will comply with all legal provisions on data protection, in particular in accordance with the EU General Data Protection Regulation (GDPR), and will regularly monitor compliance.
- 11.5 Both parties will properly train their employees in the area of data protection and encourage them to comply with the relevant legal regulations.
- 11.6 In terms of data protection law, the customer remains data owner (controller). If personal data has to be processed or used by Eucon when providing the services listed in this contract, this will take place under a data processing agreement in accordance with Article 28 GDPR. The parties will, if necessary, make a separate agreement on this at the customer's request. In case of doubt, the customer will always expressly point out the data protection requirements to Eucon and, if necessary, take responsibility for ensuring that the processes relevant to data protection are carried out in accordance with the law. Unless otherwise agreed, the customer is also solely responsible

for the technical and organizational measures (Art. 32 GDPR).

- 11.7 Eucon is entitled to name projects that were implemented with Client as a reference vis-à-vis third parties.

12. Non-Solicitation

During the term of any contract and for 12 months thereafter, Client shall not employ or engage as contractor any employee or contractor of Eucon unless such employee or contractor has applied for a vacancy at Client's organization.

13. Miscellaneous

- 13.1 Client's general terms and conditions will not apply.
- 13.2 Client may not assign its rights under these Terms and Conditions and/or the respective order except with Eucon's written consent.
- 13.3 Client shall not be entitled to set off any claims vis-à-vis Eucon unless such claims either have been declared *res judicata* by court order or have been admitted by Eucon.
- 13.4 The courts of Münster shall have jurisdiction over any legal dispute between the parties arising from or in connection with these Terms and Conditions and/or the respective orders.
- 13.5 The contractual relations are governed by German law; the application of the 1980 United Nations Convention on the Contracts for the International Sale of Goods (CISG) is excluded.
- 13.6 If any provision of these Terms and Conditions and/or the respective contract is invalid, this will not affect the validity of the remaining provisions. The parties will, without delay, substitute the invalid provision by a valid provision which comes closest to the economic intent of the invalid provision.
- 13.7 Any modification or amendment must be made in writing. This also applies to the cancellation of this written form requirement.