

Clause 1 Scope of application

1.1 These General Terms and Conditions for Consultancy Services supplement contracts (hereinafter "Contract"), the subject matter of which is consultancy and provision of information through MEDAS GmbH (hereinafter referred to as "MEDAS") to the client, in particular - but not exclusively - in connection with the preparation, planning and execution of commercial or specialist decisions and projects. If and insofar as individual parts of these General Terms and Conditions for Consultancy Services contradict that which was agreed by MEDAS with the client individually, then the individual agreements take priority over the General Terms and Conditions for Consultancy Services concerned.

1.2 If MEDAS has included these General Terms and Conditions for Consultancy Services in a contract with the client once, then they also apply to all future contracts regarding consultancy services between the client and MEDAS, even if MEDAS does not refer to these General Terms and Conditions for Consultancy Services again in future contracts. This only does not apply if and insofar as the parties agree to the application of new General Terms and Conditions for Consultancy Services from MEDAS in the future contract.

1.3 MEDAS's General Terms and Conditions for Consultancy Services apply exclusively. General Terms and Conditions of the client only apply if this has been explicitly agreed in writing.

1.4 Paragraphs cited in these contract conditions are, unless designated otherwise in the text, from these General Terms and Conditions for Consultancy Services.

Clause 2 Subject matter of the contract, performance and scope of service

2.1 The subject matter of the contract is the agreed consulting activity designated in the contract, and not the achievement of a particular economic success.

2.2 MEDAS performs its services with the diligence of an ordinary businessman and always based on the individual situation and needs of the client. The client is aware that any analysis of a company or market also implies unpredictability.

2.3 MEDAS employs well-trained employees who possess the necessary specialist knowledge and experience for contracts and supports and monitors them. Unless otherwise agreed, MEDAS can make use of expert sub-contractors to execute the contract, whereby MEDAS always remains obligated towards the client directly. Unless otherwise agreed, MEDAS shall decide at its own discretion which employees or sub-contractors will be used.

2.4 MEDAS is not liable for and renders no legal or tax consulting or auditing.

Clause 3 Amendments to services

3.1 MEDAS shall meet the client's requests for amendment based on the contract insofar as this is possible for it within the scope of its operational capacities and its consulting offer and insofar as the execution of the request for amendment is appropriate and reasonable to it.

3.2 MEDAS can undertake minor amendments to the project without the client's prior consent,

provided that these comply with the client's presumed will, are especially urgent and the client cannot be contacted on time. MEDAS will inform the client immediately about such project amendments and their impacts.

3.3 Insofar as MEDAS's expenses increase as a result of a request for amendment by the client or the time frame of the project is extended, the contracting parties undertake to negotiate a corresponding appropriate adjustment to the contract and the payment. Insofar as the contracting parties are unable to agree on a payment for the services, in case of doubt the payment, which MEDAS is, entitled to will increase in accordance with the additional time and cost expenditure.

3.4 If reviewing the project amendment is associated with a significant expense for MEDAS, then MEDAS can request a separate contract to be concluded in this regard.

3.5 Clause 3.3 applies mutatis mutandis in the event of a project amendment pursuant to Clause 3.2.

Clause 4 Client's duties to cooperate

4.1 The project's success requires the parties to work together closely. The client will continually and diligently support MEDAS in the project work. The client will inform MEDAS comprehensively about the company, which is the subject matter of the contract and about all aspects material to the project as well as continually provide significant documentation and information, or information and documentation deemed necessary by MEDAS, on time and in full.

4.2 The client will:

- » reply to all questions raised by MEDAS, which for MEDAS are a material basis for its project work, in full, correctly and at short notice to the best of its knowledge.
- » inform MEDAS without being requested to do so and in good time - and also in cases of doubt - about all circumstances which could be significant for the project, including the subsequently arranged rectification or updating of documents handed over.

4.3 In the event that an Interim Manager placed or set as a contact person by MEDAS is appointed, the client's agreed duties of cooperation are also to be fulfilled as against the Interim Manager.

4.4 The client will check interim results, documents, discussion logs etc. submitted by MEDAS immediately regarding whether the factual information is to its knowledge correct and complete. The client will notify MEDAS immediately in text form about possible corrections or additions required or requested.

4.5 The client undertakes to provide assurance in writing and to the best of its knowledge regarding the completeness and correctness of the information handed over to MEDAS on request from MEDAS before a presentation of the results by MEDAS (letter of representation).

4.6 The client shall create the organizational and actual requirements in the company, which is the subject matter of the contractual consulting, which are required and reasonable for the proper fulfilment of the contract on request from MEDAS. If required, it shall provide MEDAS and its vicarious agents with suitable workplaces on site which allow for undisturbed work and which also maintains confidentiality (incl. desk, office equipment, PC, telephone and, if necessary, integration into the company's internal communication system).

4.7 If and insofar as the client does not satisfy, does not fully satisfy or does not satisfy on time its agreed duties of cooperation with MEDAS in spite of requests from MEDAS to do so, the following

applies:

- a) The client will reimburse additional expenses (time, costs) which MEDAS incurs as a result at the general fee rates agreed between the parties;
- b) In severe cases, MEDAS has the right to terminate the contract extraordinarily after the failed expiry of a suitable period to fulfil the duties of cooperation.

Further statutory rights and claims of MEDAS remain unaffected.

Clause 5 Non-disclosure by MEDAS

5.1 From the time the contract is concluded, MEDAS is obligated for two years to maintain confidentiality over all information designated as confidential or trade and business secrets of the client (hereinafter: "confidential information") which become known to it in connection with a contract.

5.2 Insofar as no exception is provided in this Clause 5, MEDAS may only hand over confidential information and reports, expert opinions and written statements about the course and results of its activity to third parties with the client's prior consent.

5.3 The non-disclosure obligation pursuant to Clause 5.1 does not apply to confidential information if and insofar as

- a) this was already lawfully in the possession of MEDAS before the disclosure and without a non-disclosure obligation;
- b) this was lawfully sent to MEDAS after the conclusion of the contract by a third party not subject to a non-disclosure obligation;
- c) this was disclosed without the help of MEDAS or otherwise became generally known without its fault;
- d) MEDAS is obligated on the basis of mandatory statutory provisions or official orders to disclose the information to authorities, the judiciary or other third parties;
- e) the client has consented to the information being passed on by MEDAS.

5.4 MEDAS is entitled to disclose confidential information to the persons it uses to execute the contract, in particular its employees and sub-contractors, as well as persons obligated to non-disclosure as part of their profession, provided that MEDAS undertakes to obligate these persons to non-disclosure and to data protection.

5.5 MEDAS is authorized to process the personal data of the client entrusted to it within the scope of the intended purpose, or to have it processed by third parties.

5.6 MEDAS may use the fact that a contractual relationship exists or existed between it and the client as well as its specific activity as a reference, in particular within the scope of presentations, events or in the company prospectus.

Clause 6 Impediments to performance

6.1 In the event of force majeure and other unforeseeable and extraordinary occurrences without fault (e.g. in case of unforeseen difficulties in procuring materials, interruption of operations, strike, lockout, defect in transportation, official interventions, energy supply difficulties and the like)

possible performance deadlines which MEDAS is subject to will extend to an appropriate extent. This does not apply if MEDAS is at fault in terms of acceptance, precautions or prevention. If the service becomes impossible or unreasonable for MEDAS as a result of the aforementioned circumstances, MEDAS is released from the performance obligation.

6.2 MEDAS can only invoke the aforementioned circumstances if MEDAS informs the client about this immediately.

6.3 Clause 6.1 applies mutatis mutandis insofar as an employee of MEDAS intended for the project under contract leaves the company, which was not foreseeable at the time the contract was concluded and MEDAS was not at fault. If this employee is impeded in the performance of the service permanently or in the long term, then MEDAS is entitled to appoint an employee with at least the same abilities as a replacement.

6.4 Insofar as delays in performance pursuant to Clause 6.1 to Clause 6.3 are unreasonable for the client, it can set an appropriate period for MEDAS to commence and/or continue the contractual activities and terminate the contract extraordinarily in accordance with Clause 13 following the unsuccessful expiry of this period. MEDAS's claim to remuneration for services already rendered remains unaffected by this.

6.5 Insofar as MEDAS is responsible for impediments to performance, it is only liable pursuant to Clause 12.

Clause 7 Fiduciary duty and safeguarding independence

7.1 The parties undertake to be mutually loyal to one another. They shall inform one another immediately about all circumstances, which arise in the course of the execution of the project and could influence the work.

7.2 The client guarantees that the company associated with it as well as the client's employees and the company's employees omit everything, which could put the independence of the MEDAS employees at risk. In particular, direct or indirect headhunting of their employees or their former employees is to be omitted for a period of 24 months after the termination of the collaboration with MEDAS.

7.3 The client must pay a contractual penalty amounting to 10,000 euros for each case of violation of the prohibition pursuant to Clause 7.2. In the case of a long-term violation, the contractual penalty applies as new for each month started.

MEDAS reserves the right to claim damages or other rights going beyond this (e.g. claims to cease and desist).

Clause 8 Use of the results / protection of intellectual property

8.1 The client guarantees that the reports, expert opinions, organizational plans, drafts, drawings, schedules and calculations produced by MEDAS within the scope of the contract will only be used for the contractually agreed purposes and will not be edited, translated, reprinted, passed on or disseminated without the explicit written consent of MEDAS in the individual case. The use of the consultancy services rendered for the company associated with the client requires an explicit

written agreement.

8.2 Insofar as work results are subject to copyright, MEDAS remains the originator. In these cases, the client obtains the right of use in the work results only limited by Clause 8.1, sentence 1, but in all other respects is unlimited by time and place, irrevocable, exclusive and non-transferable.

Clause 9 Passing on professional statements of MEDAS

9.1 Passing on information and consultancy services provided (hereinafter referred to jointly as “consulting provided”) of MEDAS in connection with the contract (including, e.g. reports, expert opinions, organizational plans, drafts, drawings, schedules, calculations and similar) by the client to a third party requires the written consent of MEDAS, insofar as the consent to pass on to these third parties does not already follow from the content of the contract.

9.2 The client is not permitted to use consulting provided by MEDAS for advertising purposes; a violation of this entitles MEDAS to extraordinarily terminate the contractual relationship and all other contracts of the client not yet carried out in full. Claims of MEDAS going beyond this remain unaffected in this respect.

Clause 10 Fee, ancillary costs, maturity, default

10.1 The amount and type of the fee will fundamentally be governed in individual contracts. If no provision has been made in this respect, the following fee rates apply:

- » Partner 250 euro / hour,
- » Project Manager 200 euro / hour,
- » Senior Consultant 175 euro / hour,
- » Consultant 150 euro / hour,
- » Other (research, assistance, creating the presentation) 80 euro / hour,

each plus statutory value-added tax and the lump sum for ancillary costs pursuant to Clause 10.3. The hourly rates apply for both work time and travel time. A detailed time sheet can be requested at any time and at short notice if required.

10.2 Insofar as the contract term goes beyond a period of 12 months and MEDAS invoices at cost, the fee rates increase by 3 % at the start of each new year of the contract following its conclusion.

10.3 Unless otherwise agreed, the ancillary costs amount to 15 % of the net fee revenues as a lump sum. Travel costs within Germany as well as costs for necessary access to research facilities (databases, fees for inspection of records, etc.), communications and office management are included in the ancillary costs. The fee for travel time is not included and will be invoiced according to Clause 10.1 from the closest MEDAS branch to the client. The rental and use of electronic data rooms, specialised databases and/or other agreed external services in accordance with the agreement are also not settled. The ancillary costs will be invoiced with the fee payable in each case.

10.4 Agreed down payments are due immediately upon invoicing and before the start of the service and will be offset by MEDAS with the closest consulting services in terms of time. Insofar as other down payments are agreed, MEDAS will invoice these in good time in order to avoid a disruption in

consulting services.

10.5 Other fee invoices are due upon receipt by the client and are to be paid within 7 calendar days. If the maturity of an agreed fixed fee depends on the presentation of agreed results, then maturity also occurs if the client no longer accepts results already developed (e.g. as a result of a termination of contract at short notice) at the agreed date.

10.6 The statutory value-added tax is to be added to all prices stated and identified separately in the invoices.

10.7 Multiple clients are liable jointly and severally.

10.8 The client is only permitted to set off against claims of MEDAS with uncontested or legally established claims.

Clause 11 Defects, prescription

Insofar as MEDAS owes an analysis or an expert opinion or another defined work, the following applies in addition:

11.1 Insofar as the services are defective, the client has a right to rectification by MEDAS according to the statutory requirements.

11.2 In case of repeated failure to rectify, the client can also request a reduction in the payment or to rescind the contract. The client can only request that the contract be rescinded if the service rendered is no longer of any interest to it as a result to the failure to rectify. Clause 12 applies for claims for compensation for damages going beyond this.

11.3 The aforementioned warranty rights of the client prescribe in 12 months from the statutory start of the prescription period, with the exception of claims for compensation for damages.

Clause 12 Liability, prescription

12.1 MEDAS is liable to the client, on whatever legal basis, for damages caused by MEDAS, its legal representatives and vicarious agents and which they are responsible for, as follows:

12.2 MEDAS is liable pursuant to Clause 12.1 for damages resulting from injury to life, body or health.

12.3 MEDAS is liable pursuant to Clause 12.1 for other damages caused intentionally or by gross negligence. There is only liability for simple negligence in these cases in the case of a breach of material contract duties and this is then limited to compensation for foreseeable damages typical to the contract.

12.4 MEDAS's liability is excluded in all other cases of damage and liability not included in the above liability provisions.

12.5 MEDAS is not liable for improper use or implementation by the client of the recommendations provided by MEDAS within the scope of the services or in the work documentation.

12.6 Insofar as MEDAS's liability is excluded or limited according to this contract, the same also applies for the personal liability of its legal representatives, employees and vicarious agents.

12.7 Clauses 11 and 12 apply mutatis mutandis for possible claims for compensation of wasted expenses (e.g. Section 284 BGB, the German Civil Code).

§13 TERMINATION

13.1 Unless otherwise contractually agreed and insofar as MEDAS does not owe the creation of a work within the meaning of Clause 11 (the statutory provisions apply in this regard), the contract can be terminated by both parties with a period of notice of 14 days to the end of the month. The right to extraordinary termination remains reserved.

13.2 The following in particular come into consideration as grounds for extraordinary termination:

- in case of a lack of agreement about the payment in case of necessary material project changes;
- in case of default of acceptance and payment delays by the client, insofar as MEDAS unsuccessfully set an appropriate period for fulfilment by the client;
- if a material deterioration or significant risk to the client's financial situation occurs, in particular if the client suspends payments or declares that it wants to suspend them, or if the client applied for insolvency or insolvency proceedings were opened or rejected for lack of funds.

13.3 In case of an extraordinary termination by MEDAS, which is attributable to behaviour by the client, which is in breach of contract, the client owes MEDAS compensation for all damages incurred through the premature termination of the contract, including lost profits.

13.4 The termination requires the written form in order to be effective.

Clause 14 Retention, safekeeping of documentation

14.1 MEDAS has a right of retention in the documentation surrendered by it up until the full settlement of its receivables, the exercise of which is however contrary to good faith if the retention would cause disproportionately high damages for the client which cannot be justified when balancing both interests.

14.2 After settling its claims from the contract, on request from the client MEDAS must issue all documents which the client (itself or via third parties) handed over for the execution of the contract. This does not apply to the correspondence between the parties and for simple transcripts of the reports, organisational plans, drawings, schedules, calculations etc. produced within the scope of the contract, provided that the client received the originals.

14.3 MEDAS's obligation to keep the documentation safe lapses six months after the termination of the contractual relationship. Statutory safekeeping obligations remain unaffected.

Clause 15 Additional provisions

15.1 German law applies exclusively to this contract, to the exclusion of the UN CISG and to the exclusion of referrals to other legal orders under the conflict of laws.

15.2 The place of performance is MEDAS's registered office. The court of jurisdiction for all disputes

arising from or in connection with this contract is the registered office of the MEDAS branch which concludes the contract, provided that (i) all clients are merchants, legal persons under public law or public law special funds and there is no common court of jurisdiction with them, (ii) in all other cases only if the client or clients have no residence in Germany.

15.3 The language of presentations, documents, reports, expert opinions, analyses etc. is German.

15.4 Unless stated otherwise herein, amendments or additions to a contract mentioned in Clause 1.1 as well as in the individual case of these General Terms and Conditions for Consultancy Services require the text or written form, provided that a stricter form is not required by law. The exchange of emails using email addresses provided satisfies the form requirement agreed here. This also applies for any amendment to this written form requirement.

15.5 The client may only assign rights from the contractual relationship with MEDAS following prior written consent from MEDAS.

15.6 Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, this does not affect the contract in all other respects. A provision, which comes as objectively close as possible to the economic purpose of the invalid or unenforceable provision, shall take the place of the invalid or unenforceable provision. The same applies if a loophole arises in the contract, which must be filled.

MEDAS GmbH