

## General principles of a Service Contracts

(1) These „General Terms and Conditions for consultancy“ are an integral part of Service Contracts which regulate the professional consultancy of ordering partys by commercial consultants in those consulting areas - among others - that are presented by the generally accepted standards and working ethos of the consultancy profession.

(2) ADBEX GmbH is entitled to have the consultancy assignment carried out by competent employed persons or commercial/freelance cooperation partner (in whole or in part). The cooperation has to be agreed upon in writing.

(3) The ordering party shall ensure that during the execution of the consultancy assignment the organisational frame conditions at its business location allow undisturbed working to support the quick progress of the consultancy process.

(4) The ordering party shall ensure that all documents necessary for the fulfilment and execution of the consultancy assignment will be submitted to ADBEX GmbH – even without its special request – in due time. Furthermore, ADBEX GmbH shall be informed about all procedures and conditions which are important for the execution of the assignment. This also applies for all documents, procedures and conditions which only become known to the consultant during the course of the activity.

(5) The ordering party shall ensure that its employees and the employee representation (works council) provided by law, if established, are informed about the consulting activities prior to the commencement of the assignment.

(6) The mutual trust between ordering party and ADBEX GmbH implies that the consultant will be broadly informed about earlier conducted or ongoing consultancies – also with regard to other specialist areas.

### § 1 Area of application and scope

(1) The General Terms and Conditions of ADBEX GmbH are valid unless any additional or amended contract conditions have been agreed upon in writing. Reconfirmations of the ordering party having regard to its business and commercial conditions are hereby rejected in its entirety; including deviations from the terms and conditions of ADBEX GmbH, also in the form of non-conflicting clauses. The offers of ADBEX GmbH are approximate and refer to 14 days after the date of the offer, if it is not otherwise stated. The service and consulting staff of ADBEX GmbH has no authority to make legally binding declarations for the ADBEX GmbH. Service contracts, amendments, supplements, etc., are effective only by a written confirmation of ADBEX Management GmbH.

(2) All consultancy assignments and other agreements are only legally binding and valid if the ordering party has confirmed the same and signed on behalf of the company and are only mutually binding for the scope agreed upon in the written contractual agreement (Service Contract).

### § 2 Scope of the consultancy assignment

The scope of the consultancy assignment shall be agreed upon in a contract.

### § 3 Disclosure obligation of the ordering party / letter of representation

See preamble (5)

### § 4 Protection of independence

(1) The contracting parties shall be committed to mutual loyalty.



(2) The contractual partners agree mutually to take measures which are considered suitable to prevent the independence of the cooperation partners and staff of ADBEX GmbH from being endangered. Especially this applies for employment offers made by the ordering party resp. offers to take-over assignments on their own account.

### § 5 Reporting

(1) ADBEX GmbH commits to report in writing on its and its staff activities and its cooperation partners if applicable.

(2) The ordering party and ADBEX GmbH agree that for the consultancy assignment a permanent/one-time reporting in accordance with the work progress shall apply as stipulated.

(3) The final report is submitted to the ordering party within an appropriate time frame (2-4 weeks, depending on the kind of assignment) after completion of the assignment.

### § 6 Protection of the intellectual property of ADBEX GmbH /Copyright/Use

(1) The ordering party is obligated to ensure that all offers, reports, analysis, expert's reports, organisational plans, programs, service descriptions, concepts, calculations, drawings, data carriers and other records which are created in the course of the assignment of ADBEX GmbH, its staff and cooperation partners are only used for purposes related to the assignment. Especially the non-gratuitous or gratuitous transmission of professional statements of any kind of ADBEX GmbH to any third party requires the written agreement of the same. A liability of ADBEX GmbH with respect to third parties is not implied therewith.

(2) The use of professional statements of ADBEX GmbH for advertisement purposes by the ordering party is not allowed. A breach of the aforesaid entitles ADBEX GmbH to terminate all not yet executed assignments without notice.

(3) The copyright for its services remains with ADBEX GmbH.

(4) In view of the fact that the established consultancy services are the intellectual property of ADBEX GmbH the right of use – even after payment of the consultancy fees – is valid exclusively for the purpose of the ordering party and only to the extent expressly described in the contract. Every transfer of intellectual property even if in the course of a company's dissolution or bankruptcy or for short-term reproduction purposes, will result in claims for compensation. In such a case full satisfaction shall be granted.

### § 7 Removal of defects/deficiencies and warranty

(1) ADBEX GmbH is entitled and obligated to remove errors and defects/deficiencies in connection with the consultancy service which become known afterwards. It is obligated to inform the ordering party about it immediately.

(2) The ordering party has the right of a free-of-charge removal of defects/deficiencies as far as ADBEX GmbH is responsible for them. This right expires six months after performance of the claimed services (presented in a report) by ADBEX GmbH.

(3) In case of failure of the rectification of defects or subsequent improvement the ordering party is entitled to claim for reduction or – in case the delivered service is in consequence of the failure of the rectification or subsequent improvement of no interest for the ordering party – has the right of change. In case claim for damages exist beyond this the provisions of § 8 shall apply.

### § 8 Liability

(1) ADBEX GmbH and its staff act in accordance with the general principles of the profession while executing the consultancy. ADBEX GmbH is only liable for damages/deficiencies if wilful misconduct or gross negligence can be proven. This also applies for the breach of duties of engaged colleagues.

(2) The liability of ADBEX GmbH is restricted to the following:

- a) for personal injuries and resulting financial losses up to Euro 1,500,000 for each damaging event but restricted to a maximum of Euro 500,000 for the individual person;
- b) for property damages and resulting financial losses up to Euro 1,500,000 for each damaging event;
- c) for pure financial losses up to Euro 500,000 for each damaging event.

ADBEX GmbH shall not be liable for damages resulting from a business interruption or from a lost profit or indirect loss.

(3) The demand for compensation can only be claimed within six months after the claimant(s) became aware of the damage/deficiency latest however within three years after the demand constitutive event has been legally enforced.

(4) In case the service will be executed by involving a third party e.g. a data processing company, an accountant or a lawyer and the ordering party has been informed thereof any arising guarantee and warranty demands – in accordance with the legal provisions and the provisions of the third party – against the third party shall be deemed as assigned to the ordering party.

### § 9 Obligation of secrecy

(1) ADBEX GmbH, its staff and involved colleagues are obligated to maintain confidentiality about all matters which they become aware of in the course of their activities for the ordering party. This obligation of secrecy applies with regard to the ordering party as well as its business relationships.

(2) Only the ordering party but not its vicarious agent is entitled to release ADBEX GmbH in writing from this obligation of secrecy.

(3) ADBEX GmbH is only allowed to hand-over reports, expertises and other written comments to third parties with the approval by the ordering party.

(4) The obligation of secrecy for the consultant, its staff and any involved colleagues also applies for the time after the completion of the assignment. Exempted are cases for which a legal obligation for information exists.

(5) ADBEX GmbH is entitled to process any personal data entrusted to it within the scope of the consultancy assignment or to let those data being processed by third parties. In accordance with the provisions/regulations of the Data Protection Act ADBEX GmbH guarantees the obligation to maintain the data secrecy. Materials (data carrier, data, key figures, analyses, programs etc.) submitted to ADBEX GmbH as well as all results gathered during the execution of the assignment shall be returned to the ordering party as a matter of principle.

### § 10 Remuneration

(1) In return ADBEX GmbH has the right to receive an appropriate remuneration from the ordering party for the delivery of the consultancy services.

(2) In the event the execution of the assignment is prevented by the ordering party (e.g. because of termination) the agreed remuneration has to be paid to ADBEX GmbH anyhow.

(3) If the assignment is not completed because of circumstances which on part of ADBEX GmbH constitute an important reason ADBEX GmbH is only entitled to receive the corresponding partial

compensation of the services previously delivered. This especially applies if – despite the termination for the ordering party – ADBEX GmbH's previous services are usable.

(4) ADBEX GmbH is entitled to complete its services subject to satisfaction of its compensation demands. Claims against works/services executed by ADBEX GmbH do not entitle – except in cases of obvious deficiencies/damages – to hold back payments owed to it.

### **§ 11 Fees and Charges**

As far as not agreed differently in writing fees and charges are in accordance with the announced fees of ADBEX GmbH at the time of conclusion of the assignment.

### **§ 12 Governing Law, place of performance, place of jurisdiction**

(1) For the assignment, its execution and resulting demands only German right shall be applicable as far as not agreed differently.

(2) Place of performance is the registered business establishment of ADBEX GmbH.

(3) The place of jurisdiction for any dispute is the court responsible for the location of the enterprise of ADBEX GmbH.

(4) Different and conflicting or supplementary general terms and conditions of the customer are not part of the contract even if knowledge, unless their validity is agreed explicitly in writing.

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