

## General Terms and Conditions

### **§1 Applicability**

1. All consulting services provided by Crowlight Partners are based exclusively on the following General Terms and Conditions (T&C) in their respective current version.
2. Any general terms and conditions of the Client that are not expressly acknowledged in writing by Crowlight Partners shall be non-binding upon Crowlight Partners, even if Crowlight Partners does not expressly object to them in individual cases.

### **§2 Object of the Agreement and conduct of consulting activities**

1. The scope and content of the consulting services provided by Crowlight Partners shall be defined in individual contracts. Unless expressly agreed otherwise, Crowlight Partners' obligation is limited to performing the contractually agreed services; Crowlight Partners generally does not assume responsibility for implementing or executing these services—particularly proposals and analyses—by the Client. Under no circumstances does Crowlight Partners guarantee the attainment of any specific business result as a result of its consulting activities.
2. Crowlight Partners shall carry out all work with the greatest possible care, in accordance with recognized scientific and practical standards. In doing so, the consulting activities shall always be oriented toward the individual situation and needs of the Client. In providing its consulting services, Crowlight Partners acts objectively, neutrally, and on its own responsibility. Accordingly, and subject to §4(2) below, Crowlight Partners undertakes to reflect the Client's situation accurately and completely in its analyses and presentations with regard to the contractually agreed scope of work.
3. At the Client's request, Crowlight Partners shall at any time furnish information regarding the status of its consulting activities. The drafting of comprehensive written reports, in particular for submission to third parties, shall be agreed upon in each individual case.
4. Crowlight Partners shall have the right to avail itself of subcontractors for the purpose of conducting its consulting activity. Crowlight Partners is responsible for selecting the employees entrusted with carrying out the consulting activities. This includes the right to replace individual employees or an entire team during the course of a project, taking into account the legitimate interests of the Client.
5. The Client may transfer its rights from the contractual relationship only with the prior written consent of Crowlight Partners; the applicability of Section 354a of the German Commercial Code (§ 354a HGB) remains unaffected.

### **§3 Contract Amendments**

1. If, after conclusion of the contract, the Client requests changes—particularly regarding the scope and content of the consulting activities—Crowlight Partners shall make reasonable efforts to accommodate such requests. If the requested changes materially affect the contractual basis, especially the workload and/or schedule, Crowlight Partners is entitled to agree to such changes only in return for an appropriate adjustment of the contractual conditions, particularly an increase in remuneration and an adjustment of performance deadlines. Unless and until a corresponding agreement is reached, Crowlight Partners shall continue its consulting activities on the basis of the existing contract and these Terms and Conditions.
2. Pursuant to §14(1) below, any changes and additions to the scope of work and the content of the consulting services shall not be valid unless they are made in writing. In individual cases, this requirement is deemed satisfied if Crowlight Partners confirms oral agreements in writing within two weeks and the Client does not immediately raise an objection.

### **§4 Client's obligations to cooperate**

1. The Client is obligated to create all necessary conditions for the proper execution of the consulting contract and in particular to make available in a timely and complete manner all relevant data and documents for the consulting activities of Crowlight Partners and to furnish any required information.
2. The Client must ensure that the documents it provides, as well as any information it gives orally or in writing, are accurate and complete. Crowlight Partners is only obligated to check the data provided by the Client or third parties for plausibility.

### **§5 Compensation, Payment Terms**

1. The remuneration for Crowlight Partners' consulting services shall be determined by the provisions of the respective individual contract. All prices are quoted exclusive of the statutory VAT in effect at the time. Unless otherwise agreed, expenses will be invoiced separately to the Client.
2. If, in individual cases, compensation according to time spent on service provision is agreed, the respectively valid price lists or the per diem rates of the consultant in question shall apply. For contracts that stipulate that the consulting activity of Crowlight Partners is to be completed within four months after conclusion of the contract, any updates to the price list or increases in the daily rates occurring after conclusion of the contract shall generally not apply. However, this shall not apply if Crowlight Partners' consulting activities extend beyond four months for reasons attributable to the Client.

3. The agreement of success-based remuneration does not constitute a guarantee or assurance of achieving a particular economic outcome. It merely specifies the manner and amount of remuneration upon attainment of certain target figures. No liability is assumed for the non-occurrence of these targets.

4. All claims for remuneration become due upon invoicing and are payable immediately without any deductions.

5. The Client may only offset claims that are undisputed or have been finally adjudicated by a court of law.

## **§6 Confidentiality**

1. Crowlight Partners undertakes to maintain confidentiality regarding all information and trade or business secrets of the Client that become known to Crowlight Partners in the course of performing its consulting activities and that are manifestly confidential or expressly designated as confidential when disclosed or provided. This obligation of confidentiality shall also continue for a period of five years after the end of the consulting services. Statutory confidentiality obligations remain unaffected. Disclosure to third parties not involved in performing the consulting services always requires the prior written consent of the Client.

2. If Crowlight Partners, in accordance with §2 above, uses subcontractors for the performance of its consulting services, Crowlight Partners shall obligate such subcontractors to maintain confidentiality to the same extent that Crowlight Partners itself is obligated toward the Client.

3. The personal data required for the performance of the consulting services shall be stored and treated confidentially in compliance with the German Federal Data Protection Act (BDSG). Crowlight Partners shall be authorized, within the scope of the purpose of the consulting activities, to collect, store, process, and use any data received in connection with the contractual relationship, either itself or through third parties.

## **§7 Mutual duty of loyalty and good faith**

1. The parties owe each other a duty of mutual loyalty. Each party shall promptly inform the other of all events that arise during the term of the consulting contract and may influence its performance.

## **§8 Warranty**

1. The Client must promptly notify Crowlight Partners in writing of any defects in the consulting services. If rectification is possible and can be carried out with a reasonable effort, Crowlight Partners has the right to remedy any defects for which it is responsible.

2. If rectification is refused, impossible, fails, or is unreasonably delayed, the Client may, at its discretion, demand rescission of the contract or a reduction in the agreed remuneration.

3. The Client's warranty claims shall become time-barred within six months after completion of the relevant consulting services.

4. Crowlight Partners is only liable for consequential damages resulting from defects in accordance with §9 below. However, this exclusion of liability does not apply if there was a warranty concerning specific characteristics (Eigen-

schaftszusicherung) covering the consequential damage that occurred, and if the damage arose from the absence of this characteristic.

## **§9 Liability**

1. Unless otherwise provided in the remaining provisions, Crowlight Partners shall be liable for damages resulting from the breach of contractual or non-contractual obligations in cases of intent (Vorsatz) or gross negligence (grobe Fahrlässigkeit) on the part of its legal representatives, executive employees, and vicarious agents.

2. In cases of slight negligence, Crowlight Partners shall only be liable if essential contractual obligations (so-called "cardinal obligations") are breached. Cardinal obligations are those whose fulfillment enables proper performance of the contract in the first place and on whose compliance the Client regularly relies.

3. Any liability under this provision is limited to the typical foreseeable damage under the contract. Regardless of the number of damage events, the liability for all damages arising from or in connection with the respective individual engagement is, in total, capped at 50% of the entire net fee volume. Splitting a damage claim into multiple damage events to circumvent this liability cap is excluded.

4. Contractual claims for damages by the Client against Crowlight Partners shall become time-barred within two years of their arising.

5. Crowlight Partners is liable for the selection and supervision of subcontractors in accordance with the statutory provisions. Further liability for the acts and performance of such subcontractors is excluded to the extent legally permissible. In particular, Crowlight Partners is not liable for slight negligence on the part of the subcontractors.

## **§10 Rights to Work Results**

1. Unless otherwise agreed, the Client may freely use, reproduce, and share the work results created within the framework of the joint collaboration. If these results are published, Crowlight Partners shall be named as co-author or contributor.

2. The copyright in the methods, templates, and other working materials developed or made available by Crowlight Partners shall remain exclusively with Crowlight Partners. However, Crowlight Partners permits the Client to use these methods, templates, and working materials for its own business operations for an unlimited time, and to share them, provided the source and authorship of Crowlight Partners remain recognizable. Any significant alteration or modification of the methods, templates, or working materials that distorts their original intent shall require the prior consent of Crowlight Partners.

3. If the Client passes on the methods, templates, or work results provided by Crowlight Partners to third parties or uses them in a different context from that originally agreed in the contract, Crowlight Partners shall not be liable for their accuracy, completeness, or success.

## **§11 Force majeure**

Events of force majeure or other unforeseeable events not attributable to Crowlight Partners that significantly impede or temporarily render Crowlight Partners unable to perform the contractual services—including strikes,

lockouts, and official orders—entitle Crowlight Partners to postpone the performance of its services for the duration of the impairment plus a reasonable start-up period. Crowlight Partners shall promptly inform the Client of the occurrence of such performance obstacles. If delays resulting from an event under sentence 1 exceed six weeks, both contracting parties are entitled to withdraw from the contract with respect to the services affected. In such a case, claims for damages are excluded.

#### §12

##### **Term of Contract, Termination**

1. The term of the contract and the schedule for Crowlight Partners' services shall follow from the respective individual contract.
2. Unless otherwise agreed, consulting contracts may generally be terminated with four weeks' notice to the end of a month. The right to extraordinary termination for good cause remains unaffected. Notice of termination must be given in writing.
3. In the case of contracts with a fixed term, if the Client terminates the contract early pursuant to paragraph (2) above, and such termination is not due to a circumstance attributable to Crowlight Partners, the following remuneration arrangement shall apply: The full agreed remuneration shall be paid for the consulting services performed up to the date of termination. For the services not yet performed due to termination, the remuneration shall be waived to the extent that Crowlight Partners has saved expenses and/or has earned—or maliciously failed to earn—income by reallocating the freed-up resources.
4. In the event that a success-based remuneration has been agreed, the following applies: In the event of early termination, the remuneration shall be calculated pro rata temporis as if remuneration based on time had been agreed. Alternatively, Crowlight Partners may demon-

strate that a certain percentage of the agreed success has been achieved. In this case, the remuneration shall be allocated proportionally in accordance with the level of success attained.

#### §13

##### **Applicable Law**

1. The contractual relationship between Crowlight Partners and the Client is governed exclusively by the laws of the Federal Republic of Germany.
2. If the Client is a merchant ("Kaufmann"), a legal entity under public law, or a special fund under public law, the place of jurisdiction for all claims arising from the contract shall be Bonn, Germany. Crowlight Partners retains the right to bring legal action against the Client at the Client's general place of jurisdiction.

#### §14

##### **Final Provisions**

1. Amendments and additions to the contract, including this clause requiring the written form, must be made in writing. The written form requirement is also deemed met by electronic means (e.g. email or electronic signature), provided the identity and intent of the parties are clearly discernible.
2. Should any individual provisions of the contract be or become invalid, or should the contract contain gaps, this shall not affect the validity of the remaining provisions. In place of the invalid provision, the valid provision shall be deemed agreed that best corresponds to the intent and purpose of the invalid provision. In the event of gaps, the provision shall be deemed agreed that would have been reasonably stipulated in line with the intent and purpose of this contract, had the matter been considered from the outset. This shall apply analogously to these General Terms and Conditions.