

General terms and conditions of business of meta | five gmbh

1. Scope of validity of the general terms and conditions of business
 - 1.1. The following terms and conditions apply for all services and product sales of meta | five gmbh and for all contracts between meta | five gmbh and its clients, irrespective of the content and legal nature of the services adopted or contractually assumed by meta | five gmbh.
 - 1.2. If consultancy and sales agreements of meta | five gmbh contain terms and conditions that deviate from the following general terms and conditions of business, the individually offered or agreed contractual regulations shall have precedence over these general contractual conditions.
2. Client's obligations to cooperate
 - 2.1. The client will give meta | five gmbh such access to client's information regarding the commercial, organisational, technical and competitive situation as meta | five gmbh will require in order to complete assignments in a professional manner. The meta | five consultants will only ask questions to obtain information which could be important for the respective project. The client shall cooperate in particular personally and where necessary also through its employees in the project as follows:
 - 2.2. meta | five gmbh shall also be informed, without having to ask and as early as possible, about conditions that could be of importance for the project.
 - 2.3. Interim results and interim reports supplied by meta | five gmbh shall be checked immediately by the client whether the information contained therein about the client and/or its company apply; any necessary corrections and change requests shall be notified to meta | five gmbh without delay.
3. Confidentiality
 - 3.1. Assignments are processed at meta | five gmbh with the aid of electronic data processing. When an assignment is placed, the client grants consent to the collection, processing and use of the data submitted. Regardless of its nature, the saved data or information about the partners and / or internal commercial or business operations of the client will be treated in the strictest confidence. Furthermore, meta | five gmbh will also treat all information received about the company, its client relations and its employees in the strictest confidence, in so far as this information is not already in the public domain. This also applies to knowledge about internal company processes at the client that meta | five gmbh acquires during the course of the cooperation. The obligation to observe confidentiality remains valid even after the expiry of the contract. With regard to personal data, the contract is governed by the General Data Protection Regulation (GDPR) and the Federal Data Protection Law (BDSG (new)).
 - 3.2. meta | five gmbh is responsible for imposing confidentiality and secrecy obligations on its employees that meet the provisions of Section 3.1.
4. Data back-up of the client

If the tasks assumed by meta | five gmbh entail work by meta | five consultants at or with EDP systems of the client, the client shall ensure in a timely manner before the start of the corresponding activities that the data recorded can be reconstructed from machine-readable data carriers at reasonable cost (data back-up) in the event of this data being destroyed or tampered with.
5. Invoicing

The services carried out will be invoiced on a monthly basis. Invoices are to be paid within 10 days after receipt. Any objections to invoices must be lodged promptly with meta | five in written form – within 28 days from date of invoice.

All costs incurred with payments, e.g. transfer charges, shall be borne by the client.

6. Travel costs and expenses

- 6.1. Travel costs and expenses are not included in the offer amount, will be invoiced separately and charged as follows:
- | for journeys by car: 0.32 EUR per kilometre driven
 - | for journeys by public transport: according to current prices, 1st class with BahnCard 50 or 2nd class
 - | for journeys by other means of transport (e.g. taxi, rental car, etc.): according to receipt
 - | for air travel: according to receipt, Economy Class
 - | daily expenses: in accordance with the respective valid legal regulation
 - | overnight accomodation: according to receipt, within Germany up to max. 150 EUR per night
- 6.2. Deviating regulations for travel within Europe (excl. Russia), outside the DACH region
- | Travel times are charged at a flat rate of 0.5 consultant days
- 6.3. Deviating regulations for travel outside Europe (incl. Russia)
- | Travel times are charged at a flat rate of 1.5 consultant days
 - | for air travel: according to receipt, Business Class

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7. Early termination of the contract, remuneration

- 7.1. The client is entitled by meta | five gmbh to terminate every consultancy contract early if the client so wishes. Agreed confidentiality obligations and other subsequent loyalty obligations are unaffected by the early termination. In the event of early termination, the remuneration of meta | five gmbh is according to sections 5.2 and 5.3.
- 7.2. For the services provided by meta | five gmbh until receipt of an early termination, the client shall pay the agreed fee and the agreed expenses to meta | five gmbh. The calculation basis for fees are the respective prevailing daily rates, and the applicable sales prices of the products used in the project. However, pursuant to this provision meta | five gmbh may not charge more than the fixed or flat-rate price agreed for the terminated project. If, under an agreement, fixed or flat-rate prices have been agreed for individual service sections, Sentence 5.3 applies accordingly for the invoicing of the respective service stage.
- 7.3. If consultancy and training appointments booked by the client are cancelled within three weeks of the arranged date, following fees are due:
- cancellation within 1 week of the arranged date: the full fee
 - cancellation within 2 weeks of the arranged date: 50% of the fee
 - cancellation within 3 weeks of the arranged date: 25% of the fee
- 7.4. A remuneration of meta | five gmbh for the time after receipt of the termination does not apply insofar as this saves meta | five gmbh expenses and/or if meta | five gmbh has generated remuneration from substitute work carried out by the resources that have become available as a result of the termination.
- 7.5. The terms of Sections 5.1 to 5.4 apply accordingly if meta | five gmbh has terminated the contract in a legally effective manner before the originally agreed conclusion.

8. Cancellation by meta | five gmbh

In the case of failure to adhere to the agreed provisions as a result of illness, acts of God or other unforeseeable events, both parties will agree a new deadline and / or venue and / or suitable consultant. If meta | five gmbh can offer no suitable replacement, any fees already paid for services, agreed or commissioned, will be reimbursed to the client. Any further claims arising as a result of cancellation are excluded.

9. Warranty, liability

- 9.1. If and in so far as any consultancy errors and/or any defects of work carried out by meta | five gmbh are due to the client not fulfilling its cooperation obligations pursuant to Section 2, or if these have not been done completely or not in time, the liability of meta | five gmbh is excluded. In the event of a dispute, the client is obliged to provide proof of complete and timely fulfilment of all cooperation obligations. meta | five gmbh also assumes no liability for any damage to the client that is based on non-observance of the back-up obligations pursuant to Section 4.
- 9.2. For damages to the client, meta | five gmbh is liable with slight negligence of its organs or employees only if and in so far as the damage is caused by the breach of the obligations, the fulfilment of which is absolutely necessary for the attainment of the contractual purpose. For the rest, meta | five gmbh is liable for damage arising from delay, impossibility of performance, from positive breach of an obligation, for culpable action on conclusion of contract or from unlawful action only and in so far as it has been caused by meta | five gmbh in a wilful or grossly negligent manner.
- 9.3. All services, materials and online products will be provided or produced in accordance with the latest technology and knowledge existing at that time. meta | five gmbh accepts no liability for the use of the adduced services. This applies in particular to the selection and appraisal of personnel. In this context, meta | five gmbh can guarantee only appropriate procedures. meta | five gmbh accepts no liability that a candidate it selects and recommends will fulfill all the client's expectations or will achieve specific results.
- 9.4. meta | five gmbh's liability is restricted to the damage that meta | five gmbh can reasonably expect. The amount of liability is limited to a maximum of EUR 50,000 per claim.
- 9.5. The limitations in Sections 7.2 and 7.4 do not apply if and in so far as compensation claims are based on the absence of assured features of a work to be provided by meta | five gmbh.
- 9.6. Any claims for compensation against meta | five gmbh become time-barred at the latest when 3 years have expired. The period of limitation begins with the recognisability of a claim, however, at the latest with conclusion of the activity covered by this agreement. Section 12.7 remains unaffected.

10. Intellectual property rights and copyright

- 10.1. Each assignment placed with meta | five gmbh constitutes an original work contract, which provides granting of rights of use relating to the work performed. All designs, realizations and software developed are governed by the German Copyright Law. The provisions of the Copyright Law apply even if the conditions required by sections 2 and 4 of the Law of Copyright are not fulfilled.
- 10.2. The copyright for all materials and online products developed by meta | five gmbh is the sole property of meta | five gmbh. The unauthorised (i.e. without the written permission of meta | five gmbh) reproduction of any materials or online products in whole or in part constitutes a breach of copyright. This applies in particular to the copying, distribution, use for communication to the public, transmission to a third party, translation, microfilming and saving and processing in electronic systems.
- 10.3. meta | five gmbh assigns to the principal the rights of use necessary for a given purpose. In the absence of agreement to the contrary, only the simple right of use will be assigned at any one time. meta | five gmbh reserves the right to stipulate time-limited restrictions relating to the right of use in conjunction with termination of the contract. The right of use is assigned only after payment of all fees is complete. Written agreement is required for transfer of the right of use to third parties.
- 10.4. Joint rights of copyright do not arise from either technical or creative cooperation or recommendations provided by the principal or of any of its employees.
- 10.5. In all other respects, the contract is governed by the provisions of the German Copyright Law.

11. Choice of law, general terms and conditions of the clients

- 11.1. In addition to the individual agreements and these business terms and conditions of meta | five gmbh, only German law applies.
- 11.2. The client's general terms and conditions of business do not affect meta | five gmbh, even if meta | five gmbh does not explicitly object to their inclusion.

12. General Law on Equal Treatment

The consultants at meta | five have been advised by legal experts as to the General Law on Equal Treatment (AGG) and its effects on HR practice.

13. Place of performance, place of jurisdiction

- 13.1. The place of performance of meta | five's services is its registered office in Cologne and payments to the company are to be made to that office.
- 13.2. The place of jurisdiction for all claims in law against meta | five gmbh is Cologne, Germany.
- 13.3. The place of jurisdiction for all legal action against meta | five gmbh is Cologne. Cologne is also the place of jurisdiction for legal action by meta | five gmbh against clients if the client is a qualified merchant or does not have a general place of jurisdiction in Germany. If meta | five gmbh claims against more than one persons from a contract as joint debtors, and if not all of these joint debtors are qualified merchants, meta | five gmbh can, in deviation to Sentence 11.2 call on the court of the place of fulfilment or also the court of the place where one of the non-commercial joint debtors has its general place of jurisdiction.

14. Supplementary provisions for contracts for work and services

- 14.1. The provisions in Section 12 apply in addition to Sections 2 to 11 for consultancy offers and contracts of meta | five gmbh regarding the creation of analyses, reports, expert opinions, tests, studies and similar works, if and in so far as the remuneration of meta | five gmbh depends according to the contract primarily on the creation of the work. The provisions of Section 11 also apply in addition to Sections 2 to 11 for corresponding partial services of meta | five gmbh if these are delimited in the consultancy offer or agreement from other services of meta | five gmbh, e.g. with gradual processes or those that are structured in phases.
- 14.2. meta | five gmbh shall submit the work produced according to the terms of the agreement to the client. If the client does not accept the work when it is submitted or provided in another way for a reason other than immediate and justified complaint and if the client also does not make good this complaint within two weeks after submission or provision, the work is deemed to have been accepted. Usage of the work by the client is deemed to be acceptance.
- 14.3. If because of the nature of the work an acceptance is excluded, this shall be replaced by the notification by meta | five gmbh to the client of the work's completion.
- 14.4. The aforementioned rules regarding acceptance apply accordingly for any differentiated partial services from meta | five gmbh within the individual performance phases agreed in the consultancy agreement if special acceptance and presentation deadlines have been agreed for such partial performances.
- 14.5. Any defects in the work and the absence of any assured features in the work are to be notified to meta | five gmbh immediately. Otherwise warranty claims shall expire.
- 14.6. As a warranty, the client may initially demand only free-of-charge rectification of the defect. If the defect is not rectified within an appropriate period of time or if the rectification is not successful, the client may demand reduction or cancellation of the contractual parts that are affected by the defect.
- 14.7. The period of limitation for work services (determination of term in Section 12.1) of meta | five gmbh is according to Section 634a of the German Civil Code (BGB) and begins, in deviation from Section 7.6, with the acceptance of the work.
- 14.8. For the rest, the provisions of section 7.6 remain unaffected.