

# GENERAL TERMS AND CONDITIONS OF BUSINESS

## 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: 2nd class (any BahnCard discounts will not be passed on)
- | 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 accommodation: 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

6.4. meta | five gmbh avoids transport-related CO2 emissions wherever possible or reduces them as much as possible. Priority is given to travel by train, and air travel is avoided wherever possible. CO2 emissions that cannot be avoided are compensated.

## 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 (in particular also pandemics), 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 of these General terms and conditions of business, 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. meta | five gmbh shall only be liable for damages to the customer in the event of simple negligence on the part of its executive bodies or employees if and to the extent that the damages are based on the breach of such obligations, the fulfilment of which is absolutely necessary to achieve the purpose of the contract. Furthermore, meta | five gmbh shall only be liable for intent and gross negligence in the event of injury to life, limb or health or in the event of claims under the Product Liability Act. Furthermore, meta | five gmbh shall only be liable for damages arising from delay,

impossibility of performance, positive breach of contract, for culpable action on conclusion of contract (§ 311 BGB) or tort if and to the extent that they were caused by meta | five gmbh intentionally or through gross negligence.

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. The liability of meta | five gmbh shall be limited to the damages foreseeable at the time of the conclusion of the contract and typical for this type of contract. Liability is limited to a maximum of € 50,000 per case of damage. 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.

9.5. The restrictions in sections 9.2 and 9.4 shall not apply if and to the extent that claims for damages are based on the absence of any warranted characteristics of a work to be produced by meta | five gmbh or the assumption of a guarantee by meta | five gmbh.

9.6. Any claims for damages against meta | five gmbh shall become statute-barred at the latest after the expiry of 3 years. The limitation period begins with the knowledge of a damage, but at the latest with the completion of the contractual activity on the part of meta | five gmbh.

## 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 client the rights of use necessary for a given purpose. Unless otherwise agreed, only the simple right of use shall be transferred and the right of use shall be limited in time to the performance period agreed with meta five. Passing on the right of use to third parties shall always require a written agreement. The rights of use shall not pass to the client until the client has paid the remuneration in full.

10.4. The client shall neither assert copyrights or other rights to records, samples, drawings, models and/or layouts that can be traced back to meta | five gmbh, nor shall he manufacture or have manufactured for him or for third parties objects in which or during the manufacture of which information and/or knowledge of meta | five gmbh is used directly or indirectly; nor shall the customer use any samples, documents, information and/or knowledge made available or disclosed directly or indirectly by meta | five gmbh for the purpose of obtaining industrial property rights and/or copyrights. The provision of confidential information shall not constitute any rights of prior use.

10.5. meta | five gmbh is entitled to quote drafts, designs or layouts it has created for the customer as a reference and to use them for presentation purposes even after the rights of use have been granted to the customer without separate consent.

10.6. Technical and creative cooperation and suggestions by the customer or his other employees shall not constitute a joint copyright.

10.7. In all other respects, the German copyright provisions shall apply.

## **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 supplementary performance 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 limitation period for work performances (definition in clause 14.1) of meta | five gmbh shall be governed by § 634a BGB (German Civil Code) and shall commence, in deviation from clause 9.6, with the acceptance of the work.

14.8. For the rest, the provisions of section 9.6. remain unaffected.