

# Lehel Consult

## General Terms and Conditions

August 2024

### 1. General Terms

**1. General Provisions** 1.1 Gijs Wisse - Lehel Consult (hereinafter referred to as "Lehel Consult") provides all services based on these General Terms and Conditions (hereinafter "GTC") and any individual written offer from Lehel Consult, if applicable.

1.2 These GTC also apply to all future contractual relationships, even if not explicitly referenced in an offer from Lehel Consult.

1.3 Deviating general terms and conditions of the client are only valid if Lehel Consult has expressly acknowledged them in writing.

1.4 Amendments to these GTC must be made in writing. Verbal agreements and statements are only effective if confirmed in writing by Lehel Consult.

### 2. Scope of Services, Conclusion of Contract

2.1 The scope of consultancy services is defined by the written offer or proposal from Lehel Consult. The client expressly acknowledges that, while the consultancy services may include elements of business law or legal nature, they do not constitute legal advice or legal representation under German law.

2.2 Offers are valid for fourteen days unless otherwise stated in the offer.

2.3 By accepting the offer or proposal, the client agrees that the consultancy services provided by Lehel Consult may include recommendations, but Lehel Consult is neither responsible nor liable for their implementation or for decisions based on those recommendations or aimed at their implementation.

2.4 The contract is concluded upon the acceptance of the offer or proposal provided by Lehel Consult. Acceptance occurs either when an order confirmation is received by Lehel Consult, or with the client's first assignment or request for the consultancy services.

### 3. Cooperation Requirements

3.1 The client ensures that Lehel Consult is provided with all necessary information and data in a timely manner without the need for specific requests, and that all required, reliable, accurate, and complete information is supplied.

3.2 The client ensures that all conditions outlined in the offer or proposal, if any, are correct.

3.3 The client will make all decisions necessary for the provision of the agreed consultancy services in a timely manner and obtain any required approvals.

3.4 The client and its representatives are solely responsible for:

- a. assessing the appropriateness and results of the consultancy services for the company;
- b. having any consultancy services of a (business) legal nature reviewed and approved by a lawyer or in-house counsel before relying on them; and
- c. taking responsibility for the outcomes of the consultancy services, including setting up and maintaining internal controls that cover, without limitation, our activities or the results thereof.

3.5 If the agreed consultancy services are to be performed on the client's premises, the client will provide the necessary office infrastructure free of charge and ensure that all organizational conditions are in place to guarantee undisturbed performance of services.

3.6 If the client fails to fulfill their duties of cooperation or if other circumstances beyond the control of Lehel Consult prevent Lehel

Consult from delivering the agreed consultancy services, any agreed schedule (milestones) will be postponed, if applicable.

### 4. Performance of the Services

4.1 Lehel Consult is responsible for providing the consultancy services described in the offer but does not guarantee any specific outcome or economic success.

4.2 Lehel Consult is entitled to consider the information provided and documents submitted by the client as accurate and complete. Unless explicitly agreed otherwise, Lehel Consult is not obliged to verify the correctness of this information.

4.3 If Lehel Consult addresses legal or tax-related matters within the scope of its consultancy services, this is done solely for informational purposes and does not constitute legal or tax advice. In such cases, the client is solely responsible for seeking further advice from a registered attorney or tax advisor.

### 5. Usage Rights, Protection of Intellectual Property, Confidentiality

5.1 All documents provided by Lehel Consult, whether in paper or electronic form (including but not limited to offers, analyses, statements, reports, etc.), are the intellectual property of Lehel Consult. The client acknowledges Lehel Consult's exclusive rights to these documents, whether or not they are protected by copyright, trademark, or competition law.

5.2 The client may use the provided documents during and after the contractual relationship exclusively for the internal business purposes covered by the contract and the specifically agreed scope of services.

5.3 In the event of a breach of clause 5.2, Lehel Consult is free from any liability for any damages resulting from such a violation.

5.4 The trust between the client and Lehel Consult requires strict confidentiality. If a valid Non-Disclosure Agreement (NDA) exists between Lehel Consult and the client, the provisions of that agreement also apply to all information provided in connection with this consultancy agreement. If such an NDA does not exist, the following applies: Concerning this contract and any information provided in connection with this consultancy agreement that has been designated as confidential by the disclosing party, the recipient agrees to protect the confidential information adequately or in accordance with the applicable professional standards, to use it solely for the purpose of performing this contract, and to reproduce it only as necessary to fulfill the contract.

5.5 Lehel Consult, as well as any cooperating partners, commits to maintaining confidentiality regarding all matters they become aware of in connection with their work for the client. Lehel Consult may only hand over reports, assessments, and other documents related to its activities and their results to third parties with the client's consent.

5.6 The obligation of confidentiality extends beyond the termination of the contract. Exceptions include cases where there is a legal obligation to disclose information or when Lehel Consult has been expressly released from the confidentiality obligation by the client.

### 6. Privacy

6.1 Lehel Consult is the data controller within the meaning of the General Data Protection Regulation (GDPR) regarding all personal data processed in connection with the assignment. Lehel Consult is entitled to process personal data entrusted to it within the scope of the consultancy services, store it in electronically managed files, and have it processed by third parties with whom a data processing agreement in accordance with Article 28 GDPR has been concluded.

Materials (paper and data carriers) provided to Lehel Consult will generally be returned to the client or to third parties nominated by the client after the relevant service has been completed. Alternatively, if separately agreed, Lehel Consult may store or destroy such materials. Lehel Consult is entitled to retain copies of these materials as far as necessary for proper documentation of its services or where required by law or professional standards.

6.2 Lehel Consult undertakes to maintain the confidentiality of data in accordance with the applicable provisions of the GDPR and the Data Protection Act, as amended, and will require any third parties involved to comply with the same obligations.

## **7. Cost and Fees**

7.1 The amount of Lehel Consult's fee is based on the nature and scope of the agreed services and is specified in Lehel Consult's offer. In the absence of an explicit agreement, a reasonable fee will be due.

7.2 Any travel time and expenses, as well as out-of-pocket expenses, will be billed separately in line with the norms customary for consultancy services in Germany.

7.3 Invoices will be issued – unless otherwise agreed – monthly in arrears.

7.4 Invoices are due for payment within 30 days of receipt, without deduction.

7.5 Any objections to invoices must be made in writing to Lehel Consult within seven days of receipt of the applicable invoice. Failure to object within this period will be considered as acceptance of the invoice.

7.6 In the event of late payment, Lehel Consult is entitled to charge default interest of 9.2% above the base interest rate (pursuant to §456 UGB). Furthermore, Lehel Consult is entitled to temporarily suspend ongoing services and, after an unsuccessful reminder, to withdraw from the contract. The client will bear all incurred and necessary reminder and collection costs as well as legal costs for pursuing claims.

## **8. Termination**

8.1 The contract may be terminated by either party in writing with a notice period of 30 days at the end of a calendar month, unless otherwise agreed (e.g., in the case of the commissioning of distinct projects or project parts).

8.2 Lehel Consult reserves the right to terminate the business relationship entirely or partially, with immediate effect and via written notice, if it is determined that (i) due to changes in laws, jurisprudence, or other regulations, or (ii) due to changes in other circumstances (including changes in the ownership structure of your company or its affiliates), continuing the contract would be unlawful.

8.3 The client will compensate Lehel Consult for the services rendered and expenses incurred up until the termination of the contractual

relationship and will reimburse Lehel Consult for any costs and expenses arising in connection with the termination.

## **9. Liability**

9.1 Lehel Consult is only liable for damages to the extent that intent or gross negligence is proven in a court of law. Liability for simple negligence is excluded. This also applies if Lehel Consult involves third parties to fulfill the contract.

9.2 Lehel Consult is in no case liable for lost profits, consequential damages, indirect or other secondary damages, or purely financial damages of any kind.

9.3 The total liability of Lehel Consult is further limited to the amount of fees the client has paid to Lehel Consult in the twelve (12) months prior to the event causing the damage. In any case, liability is limited to a maximum of EUR 250,000 (two hundred fifty thousand euros) for any and all matters and all claims.

9.4 Claims for damages must be made in court within three (3) months from the knowledge of the damage, but no later than twelve (12) months after the event that triggered the claim.

9.5 If Lehel Consult involves third parties to provide its consultancy services, such as data processing companies, auditors, or lawyers, and has informed the client of this in writing, Lehel Consult is released from liability. In this case, the third party will be solely liable for any damage caused by them.

9.6 Lehel Consult expressly excludes any liability to third parties who are not clients. If Lehel Consult's documents are shared with third parties with its consent, this does not create any liability for Lehel Consult towards those third parties. If, in exceptional cases, Lehel Consult is liable to a third party, the above-mentioned liability limitations apply both to the client and to the third party. In any case where a third party claims damages from Lehel Consult, the client will indemnify and hold Lehel Consult harmless from all claims.

## **10. Final Provisions**

10.1 Neither Lehel Consult nor the client are entitled to assign rights or obligations arising from this contract to third parties without prior written consent.

10.2 The place of performance is Munich. For disputes arising from this contract, the courts in Munich, Germany, have exclusive jurisdiction.

10.3 German law applies to this contract.

10.4 Should any individual provisions of these terms and conditions be or become invalid, the remaining content shall remain unaffected.

10.5 These terms and conditions are available in both German and English. In case of discrepancies between the two language versions, the German version of the terms and conditions shall prevail.

\*\*\*