

## General Terms and Conditions of Contract

of Schnorbus Helmhold Wardemann PartGmbB Wirtschaftsprüfer - Steuerberater - Rechtsanwälte  
(Status May 2021)

### § 1 Scope of Application

(1) These General Terms and Conditions of Contract (hereinafter referred to as "GTC") shall apply to all agreed services and work results (hereinafter referred to as "Contract") of Schnorbus Helmhold Wardemann PartGmbB Wirtschaftsprüfer - Steuerberater - Rechtsanwälte (hereinafter referred to as "SHWP") vis-à-vis the client (hereinafter referred to as "Client"). They shall also apply in relation to third parties who derive claims against SHWP from the contractual relationship.

(2) The GTC shall not apply to contractual relationships which are due concluded to statutory provisions or expressly not in the name of SHWP but in the name of SHWP's employees (e.g. statutory audits).

### § 2 Duties of the client

(1) The client shall define the engagement given to SHWP in writing (§ 127 b BGB). SHWP shall assist the client in defining the engagement if required.  
(2) The client shall voluntarily provide SHWP with all documents relevant for the execution of the order in a timely manner after the order has been placed and shall disclose all relevant information. The same shall apply if the client only obtains the documents relevant for the execution of the order or knowledge of relevant information after the order has been placed. SHWP shall be informed immediately of any event that could have an impact on the execution of the order.

The client shall provide the required information and documents in the format specified by SHWP or otherwise grant SHWP access to the information and documents. The client shall keep copies of the documents provided to SHWP.

Upon SHWP's request, the client shall confirm the completeness of the documents submitted and the information and explanations given in a written statement formulated by SHWP.

(3) The client shall check the correctness, completeness and legality of the documents and information provided to SHWP. SHWP shall assume the documents and information provided by the client (in particular, figures) to be correct and complete and, in the case of legal facts, to be effective. The verification of the correctness, completeness and regularity of the documents and information provided shall only be part of the order placed with SHWP if this has been agreed in writing (§ 127 b BGB).

(4) The client shall be obliged to cooperate with SHWP in a spirit of trust before, during and after the execution of the order. The client shall comply with the deadlines set in connection with the execution of the order, obtain any necessary approvals in due time and provide free of charge the means that SHWP may reasonably require for the performance of the service.

(5) The client shall be obliged to comply with SHWP's instructions on the installation and use of computer programs. He shall only be entitled to use, copy or distribute the programs to the extent prescribed by SHWP. SHWP shall remain the owner of the rights of use.

### § 3 Rights and obligations of SHWP

(1) SHWP shall provide the service defined in the engagement letter. SHWP may use the expert support of other companies (translators, data processing companies, etc.) for the execution of the order.

(2) Unless otherwise agreed in the engagement letter, SHWP shall provide the service based on German law, German professional law and taking into account the practice of the relevant German authorities. Foreign law and practices of foreign authorities shall not be taken into account.

(3) The work results prepared by SHWP shall be deemed to have been accepted ten days after handover, provided that there are no objections by the client substantiated in writing despite SHWP's special notice to this effect at the beginning of the period. The client may only act or refrain from acting on the basis of finished work results, but not based on drafts.

(4) Obvious inaccuracies - typing errors, calculation errors - may be corrected by SHWP at any time, also vis-à-vis third parties. Other errors may only be corrected with the client's consent, unless SHWP has an overriding interest in correcting the error.

(5) SHWP shall hand over all documents to which the client is entitled upon request as soon as the payment claims of SHWP arising from the orders placed by the client have been fulfilled. SHWP may make copies or photocopies of the documents to be returned.

(6) SHWP shall only be obliged towards the client. The services shall only be rendered for the benefit of the client. In the event that a third party takes action against SHWP or an employee of SHWP due to the use of the services rendered by SHWP or their results, the client shall indemnify SHWP or its employees against any liability and shall reimburse SHWP for all damages, costs (in particular lawyers' fees) and interest.

### § 4 Know-how

Each party shall retain the intellectual property rights to the know-how and methods already used in the execution of the order as well as to any improvements and additions made thereto. SHWP shall grant the client after full payment and subject to the rights of third parties for its own use the non-exclusive and non-transferable rights to use the work results.

### § 5 Confidentiality / Communication

(1) SHWP processes personal data. The information and rules on the processing of personal data are presented on the website [shwp.de/datenschutz](https://www.shwp.de/datenschutz) (not: <https://www.shwp.de/j/privacy>).

(2) The Parties shall treat as confidential any information they receive in connection with the performance of the contract which is not public, in particular commercial, technical, legal, methodological or other information.

(3) The Parties shall be permitted to use electronic media for the exchange and transmission of information. The contracting parties are aware that the electronic transmission of information (in particular by e-mail, by zoom) involves risks. The client may agree with SHWP on special security precautions for electronic data traffic.

## **§ 6 Liability**

(1) SHWP's liability for damages, irrespective of the reason, shall be limited in accordance with § 6 (2) and (3):

(2) SHWP's liability for damages resulting from one or - in case of a uniform consequence of damages - several breaches of duty in connection with the conclusion of the contract or the execution of the order shall be limited to an amount of EUR 10 million. This limitation of liability relates solely to cases of ordinary negligence.

The limitation of liability shall apply to the entire activity of SHWP for the client, i.e. in particular to all orders placed according to § 1 and follow-up orders. A renewed agreement of the limitation of liability shall not be required for these orders.

Should third parties fall within the scope of protection of the consultancy agreement contrary to the provision in § 3 (6), the limitation of liability to EUR 10 million shall apply accordingly. § 334 BGB is not waived.

(3) The limitations of liability under § 6 (2) shall not apply to SHWP's liability for intentional or grossly negligent conduct and for injury to life, body or health.

## **§ 7 Termination of the contract**

(1) The contractual relationship shall be concluded for an indefinite period. In the case of clients who are natural persons, the contractual relationship shall not end as a result of death or incapacity.

(2) The contractual relationship may be terminated by either contracting party at any time with immediate effect - except at an inopportune time. The termination must be made in text form. The legal claims, in particular according to §§ 628, 648 BGB, remain unaffected. Costs already incurred and reasonable costs associated with the termination of the contractual relationship shall be reimbursed.

## **§ 8 Applicable law, place of jurisdiction, language**

(1) The contractual relationship is subject to German law.

(2) For merchants, the place of jurisdiction is Neuss.

(3) The English version is a translation of the German General Terms and Conditions of Contract. In case of doubt, the German version shall prevail.