

# **GENERAL TERMS AND CONDITIONS FOR CONSULTANCY SERVICES AND INTERIMS MANAGEMENT**

## **1 CONSULTANCY SERVICES**

- 1.1 maxgren shall perform consultancy services as specified in writing in accordance with the current state of the art.
- 1.2 The customer shall support maxgren to the extent required, in particular provide all required information.

## **2 COOPERATION**

- 2.1 The customer shall name a contact person; maxgren shall name a customer consultant. Both shall have the authority to make the necessary decisions or shall obtain authorization for them in a timely manner. The customer consultant shall put decisions in writing. The contact person shall provide all required information. The customer consultant shall contact the contact person as is required to ensure the proper performance of the mutual obligations.
- 2.2 The services shall be performed at the customers location if necessary, otherwise at maxgrens location. In the first case, the customer shall provide maxgrens employees with adequate working conditions.

## **3 CHARGES AND PAYMENTS**

- 3.1 Unless otherwise agreed, the customer shall remunerate maxgren on the basis of costs incurred. Hourly rates, travel expenses and incidental expenses shall be paid in accordance with maxgrens price list, unless otherwise agreed. maxgren may submit invoices on a monthly basis. Persons engaged by maxgren shall fill out detailed time sheets which maxgren shall hand over to the customer if requested. The customer may audit these sheets at any time. In case of fixed prices, travel and incidental expenses shall be reimbursed separately.
- 3.2 Payments shall be due within 30 days after invoicing.
- 3.3 Duties, taxes and levies including V.A.T., if applicable, shall be paid by the customer on all prices.

## **4 RIGHTS**

- 4.1 All rights in the documents and results arising from the services shall accrue to the customer. maxgren shall not be restricted to use the gained know-how and to render similar consultancy services for other customers of maxgren, provided maxgren complies with 6.
- 4.2 If maxgren provides documents or programs not developed under the contract, the customer may use them only within the framework of the work results under the contract, but not isolated, provided maxgren has notified the customer of such deliveries in advance.

## **5 LIABILITY**

- 5.1 maxgren, including any person engaged in performing any obligation under this contract, shall be liable for damages under any claim based on normal negligence only if maxgren breaches a basic obligation of the contract which jeopardizes the contract goal (cardinal obligation). In this event maxgrens liability shall be restricted to EUR 100,000.00 or the contract value, whichever amount is higher. The restrictions shall not apply to the extent the damages are covered under maxgrens business liability insurance provided the insurance company has paid. Claims for personal injury shall remain unaffected.

## **6 CONFIDENTIALITY OBLIGATIONS**

- 6.1 maxgren shall keep the customers trade and business secrets confidential for an unlimited period of time, as well as all other information obtained by maxgren under or in connection with this contract, designated in writing as confidential by the customer. However, maxgren shall have no obligation with respect to any information which is (i) already in maxgrens possession at the time of the execution of the contract, (ii) independently developed by maxgren, or (iii) which is publicly known through no wrongful act of maxgren.
- 6.2 Notwithstanding 6.1, maxgren is not obliged to keep confidential any of maxgrens ideas, concepts, know-how or techniques related to the contract.
- 6.3 maxgren shall oblige its employees to adhere to the confidentiality obligations.
- 6.4 maxgren may include the name of the customer and a brief description of the rendered performances in a reference list. All other advertising references to the customer shall be agreed on in advance with the customer.

## **7 MISCELLANEOUS**

- 7.1 The contract and its modifications require written form.
- 7.2 The contract shall conform with and be governed by the laws of the United Kingdom without regard to its choice of law rules. Exclusive venue shall be maxgrens main place of business.