

# Werkstatt f. **potenzielle** Genetik

## **Terms and Conditions for Consultancy Services**

### **IMPORTANT NOTICE**

This document is a translation from German of the “Allgemeine Geschäftsbedingungen für Unternehmensberatungsdienstleistungen” and is provided for information only.

Only the provision of the original document in German are legally binding.

## **1. Scope**

1.1. The following general terms and conditions apply to all legal transactions of WePoGe – Werkstatt für potenzielle Genetik UG (haftungsbeschränkt), hereinafter referred to as "consultant", with its contractual partner, hereinafter referred to as "client". Deviating general terms and conditions of the client do not apply.

The consultant provides services in the field of technical and scientific consultancy, particularly in the areas of scientific and technical planning, training, communication, documentation, computation and data analysis.

## **2. Scope of Services and Reporting Obligation**

2.1 The more detailed description of the services to be provided results from the order confirmation, the appendices to it and any service descriptions of the consultant. All of the documents mentioned are part of the consulting contract concluded between the parties.

2.2 The consultant's services are rendered when the necessary analyses, the resulting conclusions and recommendations have been drawn up and explained to the client. It is irrelevant whether or when the conclusions or recommendations are implemented.

2.3 Events of force majeure that make the service significantly more difficult or temporarily impossible, or hindrances due to the client's lack of cooperation entitle the consultant to postpone the fulfillment of his service for the duration of the hindrance and a reasonable start-up time. Labor disputes and similar circumstances are equivalent to force majeure insofar as they are unforeseeable and serious. The parties shall inform each other immediately of the occurrence of such circumstances.

2.4 At the client's request, the consultant must provide information on the status of the execution of the order. If the consultant is to prepare a comprehensive written report, in particular for submission to third parties, this must be agreed separately.

## **3. Changes to Order**

3.1 Changes and additions to the order must be made in writing.

3.2 As long as the changes are not set down in writing, the consultant will carry out the work without considering the change requests.

3.3 The consultant is obliged to take into account the client's requests for changes, provided that this is reasonable within the scope of his operational capacities, in particular with regard to the effort and time planning. Additional costs resulting from this will be charged in accordance with Section 4.2. of these General Terms and Conditions.

## **4. Compensation**

4.1. The remuneration agreed in the order confirmation applies. Unless otherwise stipulated in the contract, payments are due immediately after invoicing and without any deductions. The client is in arrears solely with a reminder from the consultant or, if the time of payment is determined by the calendar, with non-payment at the agreed time. From the moment of default, the consultant is entitled to default interest of 10 percentage points above the base interest rate. The right to assert further damage remains unaffected.

4.2 If the client changes or cancels orders, work, plans and the like or changes the conditions for the provision of services, he will reimburse the consultant for all costs incurred and release the consultant from all liabilities to third parties.

4.3 If the client withdraws from the contract before the start of the order processing, the consultant can demand a reasonable part of the agreed fee as a cancellation fee.

4.4 All amounts to be paid do not include statutory sales tax at the applicable rate.

4.5 Third-party costs, out-of-pocket expenses and expenses are to be paid to the consultant separately upon presentation of appropriate receipts.

## **5. Customer's obligations to cooperate**

5.1 The client is obliged to support the consultant to the best of his ability in terms of trusting cooperation and to create all the necessary conditions for the proper execution of the order in his operational sphere; in particular, he must make all documents and information necessary and significant for the execution of the order available in good time. The client informs the consultant immediately about all circumstances that occur in the course of project execution and can influence the processing.

5.2 At the request of the consultant, the client must confirm in writing the correctness and completeness of the documents submitted by him as well as his information and oral statements.

5.3 The client will only include or commission other service providers in connection with this order with the consent of the consultant.

5.4 The client undertakes not to hire or commission any employees or former employees of the consultant who are employed in connection with the execution of the order before the end of 24 months after the end of the cooperation.

## **6. Advisor Liability**

6.1. The consultant is only liable for damage that he or his vicarious agents have caused intentionally or through gross negligence.

6.2. Liability for slight or simple negligence only exists in the event of a breach of essential contractual obligations. In this case, liability is limited to the damage typical of comparable

transactions of this type, which was foreseeable at the time the contract was concluded or at the latest when the breach of duty was committed. Liability for damage that is not typical for the contract is excluded.

6.3 The client's contractual claims for damages against the consultant expire 2 years after the claim arises.

## **7. Confidentiality and Data Protection**

7.1 The consultant undertakes to treat all knowledge that he receives as a result of this order, in particular about company data, balance sheets, plans, documents and the like, in the strictest confidence for an unlimited period of time and to treat both his employees and third parties engaged by him in the same way to absolute confidentiality to swear to silence.

7.2 The client agrees that the contents of the contract and the services provided within the framework of this contract are electronically stored and processed by the consultant in compliance with the data protection regulations. Both contractual parties undertake not to forward any electronically stored or other data to third parties.

## **8. Intellectual Property Protection**

8.1 The reports, plans, drafts, lists and calculations prepared by the consultant may only be used for the contractually agreed purposes. Any non-contractual use of these services, in particular their publication, requires the prior written approval of the consultant. This also applies if the service provided is not the subject of special legal rights, in particular copyright.

8.2 If the provisions of clause 8.1 are violated, the consultant is entitled to an additional fee of an amount that is reasonable under the circumstances.

## **9. Duration of contract, periods of notice**

Unless otherwise agreed, the contract can be terminated with a notice period of 14 days to the end of the month. The right to termination without notice for important reasons remains unaffected. The termination must be in writing.

## **10. Right of retention and retention of records**

10.1 The consultant has a right of retention on the documents provided to him until his claims have been settled in full.

10.2 After the settlement of his claims from the contract, the consultant must hand over all documents that the client or a third party has given him on the occasion of the execution of the order. This does not apply to correspondence between the parties or simple copies of the reports,

organization charts, drawings, lists, calculations, etc. produced as part of the order, provided the client has received the originals.

10.3 The consultant's obligation to keep the documents expires six months after the written request for collection has been sent, otherwise three years, in the case of the documents retained according to Section 10.1 five years after the end of the contractual relationship.

## **11. Final Provisions**

11.1 The customer is not entitled to assign his claims from the contract.

11.2 Offsetting or the assertion of a right of retention by the customer is only permitted with or in the case of recognized or legally established counterclaims.

11.3 Changes and additions to these conditions or the contract must be in writing and must be expressly marked as such.

11.4 The law of the Federal Republic of Germany applies. Place of performance and place of jurisdiction is Berlin.