

§ 1 Scope of Application

These General Terms and Conditions apply to orders and contracts where the subject matter is the provision of advice and information by the Contractor (Elma Fox Investment GmbH, hereinafter referred to as "Elma Fox") to the Client in the planning, preparation, and implementation of entrepreneurial or professional decisions in the following areas:

Management consulting, in particular regarding sales/marketing issues as well as improving the organizational structure.

These terms and conditions take precedence over all business or purchasing conditions of the Client.

§ 2 Subject Matter of the Contract / Scope of Services

Details of the order, such as tasks, duration, fees, etc., are regulated in a separate written contract (the "Order"). The subject matter of the order is the consulting activity agreed upon according to the project proposal by Elma Fox, but not the achievement of a specific economic success. The services of Elma Fox are considered rendered when the necessary investigations, analyses, and resulting conclusions have been developed with the Client. It is irrelevant whether, when, and to what extent the conclusions or recommendations are implemented.

Elma Fox may use independent subcontractors in whole or in part to fulfill the order, but will remain directly obligated to the Client. Elma Fox decides at its own discretion which employees it deploys or replaces. The Client has no right to issue instructions or directions.

§ 3 Reporting, Documentation

Elma Fox undertakes to report to the Client, in accordance with the project proposal and depending on the progress of work, at reasonable intervals about ongoing activities, their results, and the further course of work in general terms. The Client must raise any objections to these reports in good time. This applies in particular to the notification of upcoming work steps. Elma Fox will notify the Client of the completion of their work, in accordance with the project proposal, by submitting a final report, holding a final meeting, or by issuing a notice of completion.

§ 4 Changes to Services

Subsequent changes and additions to the order or to essential work results must be made in writing to be valid. This also applies to any waiver of the written form requirement. Minutes of meetings and

project status reports satisfy this requirement if they are signed by authorized representatives of both parties.

Elma Fox is obliged to implement subsequent changes requested by the Client, provided this is possible within available capacity and without additional costs or delays. Otherwise, Elma Fox shall notify the Client within 14 days of the details of the necessary additional effort and the feasibility of the requested changes. If the Client does not confirm the changes in writing within a further 14 days, the change request shall be deemed withdrawn.

§ 5 Confidentiality / Data Protection

Elma Fox is obliged to maintain confidentiality, even after completion of the order, regarding all business- or order-related facts that become known to them in connection with the execution of the order. Without the Client's written consent, such information may neither be disclosed to third parties nor used for their own purposes. This also applies to written statements, particularly order-related reports or recommendations.

The confidentiality obligation does not apply if and to the extent that the information subject to the confidentiality obligation was already known to Elma Fox at the time it was provided by the Client, becomes generally known through publication or otherwise (unless due to a breach of contract), or is disclosed to Elma Fox by third parties.

Elma Fox undertakes to take the necessary precautions to ensure that unauthorized persons cannot inspect documents provided or created in connection with the order.

Elma Fox shall require all persons used to execute the order to comply with this confidentiality obligation in writing.

If one party is required by law, court order, or authority order to disclose confidential information, they must notify the other party without undue delay.

Elma Fox is entitled, within the purpose of the order, to process or have third parties process the personal data entrusted to them, in compliance with data protection regulations.

§ 6 Client's Duty to Cooperate

The Client is obliged to support Elma Fox to the best of their ability and to create all conditions necessary for proper execution of the order within their sphere of operations. In particular, they must provide all information and documents necessary for proper execution of the order completely and without special request. This also applies to facts that only become known during Elma Fox's activity. At the request of Elma Fox, the Client must confirm in writing

the completeness and correctness of the documents and information provided.

§ 7 Remuneration / Payment Terms / Set-off

Unless otherwise agreed, Elma Fox is entitled, in addition to the agreed fee, to reimbursement of necessary or agreed expenses and to payment of statutory VAT. The remuneration for Elma Fox's services will be calculated based on the time spent (time-based fee) or agreed as a fixed price in writing. A success-based fee or a fee payable only in the event of success is always excluded.

The fee rates agreed upon at the time of placing the order are valid for one year. Billing is carried out in accordance with the project proposal. Otherwise, all claims are due upon invoicing and must be paid within 14 days without deduction. VAT is to be added to all price quotations and shown separately in the invoices.

If there are multiple Clients (natural or legal persons), they are jointly and severally liable.

Set-off against claims of Elma Fox for remuneration and expense reimbursement is only permissible with undisputed or legally established claims.

If the Client is in default with one or more payments for more than 14 days, Elma Fox is entitled, without prior notice, to terminate the contract immediately for cause.

§ 8 Warranty / Limitation Period

Elma Fox will perform the contractually owed services with the due diligence customary in the industry and employ appropriately qualified staff. Elma Fox warrants that surveys, analyses, and reports correctly and completely reflect the Client's situation with regard to the issues addressed. Data provided by third parties or the Client will only be checked for plausibility. The conclusions and recommendations derived from the investigations are made to the best of knowledge and belief and in accordance with recognized scientific and practical standards. The presentation of recommendations is made in a comprehensible and transparent manner. When using third parties, Elma Fox guarantees careful selection of these parties.

The Client has the right to demand rectification of any defects, provided they are material and attributable to Elma Fox. In such a case, the Client may set a reasonable deadline for performance or rectification, which must be no less than 20 days. After two unsuccessful rectification attempts, the Client may demand a reduction in remuneration or rescission of the contract.

If Elma Fox has already rendered partial performance, the Client may demand rescission of the entire contract or damages in lieu of the entire performance only if the partial performance is of no interest to them due to the failure of rectification.

Further claims for damages are subject to § 9. If the Client does not reserve the right to assert claims for defects known or that should have been known at the time of acceptance of the work results, they cannot later base claims on such defects.

The Client must assert claims for rectification of defects in writing without delay. Obvious defects are deemed approved if not reported in writing within 2 weeks after completion of the work. The claims mentioned above expire six months after completion of the work.

§ 9 Liability

Elma Fox is liable to the Client, regardless of the legal basis, for damages caused intentionally or by gross negligence by its employees. For damages caused by third parties or subcontractors, Elma Fox is only liable for negligence in their selection.

Liability for slight negligence exists only for the breach of essential contractual obligations. In such cases, liability for atypical damages is excluded.

For each individual case of damage, liability is limited to twice the value of the fee, up to a maximum of €500,000. This also applies if liability arises vis-à-vis another person or organization besides the Client.

An individual case of damage is considered to be the sum of all claims for damages by all claimants. It also applies if a uniform damage arises from several breaches of duty. The individual case of damage includes all consequences of a breach of duty, regardless of whether damage occurs in one or several years. Multiple acts or omissions based on the same or similar source of error constitute a single breach of duty if they are legally or economically connected.

Contractual claims for damages by the Client against Elma Fox expire six months after the claim arises, unless statutory limitation periods provide otherwise.

§ 10 Protection of Elma Fox's Intellectual Property

The Client warrants that reports, presentations, concepts, organizational plans, designs, drawings, tables, calculations, and other know-how created or contributed by Elma Fox in the context of the order will only be used for their own purposes and will not be made available to third parties or published without express consent.

Use of the consulting services for companies affiliated with the Client requires a separate written agreement.

If work results are copyrightable, Elma Fox remains the author. The Client shall in such cases receive the right to use the work results as specified in sentence 1 above, otherwise unlimited in time and place, irrevocable, exclusive, and non-transferable.

Elma Fox and its employees are entitled to publish the results of their consulting services for the Client for scientific and advertising purposes, provided this is done in anonymized form. Any further publication requires the Client's consent.

§ 11 Default of Acceptance / Failure to Cooperate

If the Client defaults on accepting consulting services or other services, or does not fulfill their contractual duty to cooperate in whole, in part, or in a timely manner, Elma Fox is entitled, after prior written notice, but not obliged, to terminate the contract without notice.

In the event of termination, Elma Fox may invoice the agreed or projected total remuneration, less any expenses saved due to early termination of the contract.

Regardless of the exercise of this right of termination, Elma Fox is entitled to claim compensation for damages or additional expenses incurred as a result of the delay or failure to cooperate.

§ 12 Force Majeure

Events of force majeure that make performance significantly more difficult or temporarily impossible entitle the affected party to postpone performance for the duration of the hindrance plus a reasonable start-up period.

Industrial disputes and similar circumstances are considered force majeure if they are unforeseeable, severe, and beyond the parties' control. The parties shall notify each other of such circumstances without delay.

In the event of total impossibility, freeback shall receive compensation corresponding to the work effort rendered up to that point.

§ 13 Termination

The order may be terminated at any time for good cause, without notice, effective at the end of the day. Termination must be made in writing to be valid.

§ 14 Duration of Contract

The start of contract performance is specified in the project proposal. The contract ends automatically, without the need for termination by the parties, in accordance with the project proposal, upon submission of the final report, the final meeting, or receipt of the notice of completion.

The right to terminate for good cause remains unaffected. In the event of early termination, the legal consequences of § 649 BGB apply. This also applies if Elma Fox terminates the contract early for reasons attributable to the Client.

§ 15 Engagement of Additional Consultants

The Client undertakes to inform Elma Fox immediately of the simultaneous or subsequent engagement of additional consulting firms and the content and scope of their assignments.

§ 16 Conflict of Interest

Elma Fox undertakes, for the duration of this contract, not to advise third parties who are in a business relationship with the Client or its competitors regarding the same subject matter of the contract, or to do so only with the Client's consent.

Elma Fox will ensure that its employees and any third parties engaged are subject to the same obligation.

§ 17 Right of Retention / Storage of Documents

Until all claims have been fully settled, Elma Fox has a right of retention over the documents provided to them. Exercising this right is improper if withholding would cause the Client disproportionate damage not justifiable when weighing the interests of both parties.

After their claims have been settled, Elma Fox must, upon request, return all documents provided by the Client or a third party in connection with the order.

This does not apply to correspondence between the parties or to simple copies of reports, presentations, concepts, organizational plans, drawings, tables, calculations, etc. produced under the order, provided the Client has received the originals.

Elma Fox's duty to store documents expires six months after delivery of a written request for their collection.

§ 18 Miscellaneous

Rights arising from the contractual relationship with Elma Fox may only be assigned with prior written consent.

The contract is governed exclusively by the law of the Federal Republic of Germany.

If any provisions of these General Terms and Conditions are or become wholly or partially invalid, the remaining provisions shall not be affected. The parties undertake to replace the invalid provisions with provisions that come as close as possible to the economic purpose desired by the parties, provided this does not conflict with statutory requirements.

§ 19 Place of Jurisdiction

The place of jurisdiction for all disputes arising from the contract is Mannheim, provided the order was placed by a merchant within the scope of their commercial business, by a legal entity under public law, or by a special public-law fund, unless mandatory statutory provisions dictate otherwise.