

General Terms and Conditions for the Provision of Consulting Services (GTC Consulting)

§ 1 General

1.1. These General Terms and Conditions (GTC) apply to the provision of consulting services (hereinafter referred to as Services) by REALTECH AG (hereinafter individually and collectively referred to as REALTECH).

1.2. Depending on the type of the agreed supplies and services the following Terms and Conditions shall apply in addition to this GTC Consulting:

- The Specific Terms and Conditions for Work Performance (STC Work Performance) shall apply to Services constituting a work performance, i.e. aiming at achieving a certain result (Werkvertrag);
- the General Terms and Conditions for the Delivery and Licensing of Standard Software (GTC Software) shall apply to the provision and licensing of standard software;
- the Specific Terms and Conditions for Software Maintenance (STC Software Maintenance) shall apply to the provision of software maintenance and support services.

1.3. This GTC, as amended from time to time, also apply to all future agreements on the provision of Services entered between REALTECH and Customer, including all cases where they are not explicitly referred to.

1.4. The type and scope of the Services and the delivery dates and remuneration shall be specified in detail in individual contracts in which reference is made to this GTC. In case of a conflict, the individual contract and other provisions contained in customer-specific contract documents (e.g., in the quotation submitted by REALTECH) shall prevail over the GTC and the Specific Terms and Conditions. General Terms and Conditions of Customer do not apply, including all cases where REALTECH provides Services without objecting to them.

1.5. Quotations submitted by REALTECH are non-binding, unless they are referred to as binding in a written notice. Customer agrees to be bound by his declarations regarding the conclusion of a contract for a period of four (4) weeks.

§ 2 Provision of Services

2.1. Unless agreed otherwise, Customer will be responsible for project organization and project planning (including coordination of other service providers) and for the reporting and time management. Customer will bear the overall responsibility for the realisation of the project in a skillful manner, on time and in budget. Technical specifications issued by Customer need to be confirmed by REALTECH in writing.

2.2. REALTECH will provide the agreed Services in accordance with the state of the art. REALTECH shall perform all Services exercising due care and by assigning duly skilled and trained employees. REALTECH has the right to employ its own employees or subcontractors in the provision of the Services in its own discretion. Irrespective of the place of performance, the employees are not subject to the supervision and

instructions issued by Customer and will not be deemed to be employed by Customer. In the event that (e.g., in an individual contract) employees are mentioned by their names, this information is provided based on the information and planning state at the time the contract is concluded. In the event that it should become necessary to exchange staff, REALTECH shall ensure that they possess comparable skills and training. Customer has the right to demand employees to be exchanged for important reasons. In this case, Customer will bear the expenses for the initial training of a new employee.

2.3. Upon prior arrangement with Customer, REALTECH shall prepare a project and work schedule and update it from time to time. Upon request, REALTECH shall inform Customer about the work progress. REALTECH may prepare minutes of discussions regarding the further specification or modification of contract details, in particular, regarding scope of the Services, project schedule and remuneration. The minutes shall become binding on both parties when REALTECH makes them available to Customer and Customer does not object to them in writing within one (1) week from their receipt, giving a reason for its objection. REALTECH shall advise Customer of this effect in advance.

2.4. Either party shall designate a contact person in the individual contract. This contact person is authorized to make and receive any statement that may be required in connection with the performance of the contract and to make the necessary decisions. The parties shall replace their contact persons only for important reasons and shall promptly notify the other party of this fact.

§ 3 Changes

3.1. In the event that Customer wishes to change its requirements and/or the scope of Services, REALTECH shall examine the change request and submit a corresponding offer to Customer. REALTECH may refuse to comply with a change request of Customer if the requested modification is not feasible, or if REALTECH cannot be reasonably expected to perform in view of its operational capacity or for other reasons.

3.2. REALTECH may claim remuneration on a time and material basis for the examination of the change request and for the preparation of a supplementary quotation based on the then-valid REALTECH price list. Unless otherwise agreed in the supplementary agreement, the agreed time limits and performance periods shall be extended by the number of calendar days during which the contractual work had to be suspended due to the change request, plus a reasonable period to resume contract performance.

§ 4 Customer Obligations

4.1. Customer shall cooperate with REALTECH in time, properly and exhaustively as described in the following clauses and in the individual contract and, if necessary, contribute to the project in any other way. This cooperation will be free of charge and shall be deemed a material contractual obligation. Customer shall ensure that its employees possess the necessary skills, training and experience for the cooperation to be provided and shall release them from their other tasks to the extent required for the project.

4.2. Customer shall provide – to the extent required – staff, complete data and documents that are free from contradictions, the necessary IT infrastructure, telecommunications equipment, test cases, test data and a test environment and shall assist REALTECH in the definition of specifications and the performance of tests. Customer shall make available a workplace with a PC, Internet access and a phone to REALTECH employees who perform services at Customer's site.

4.3. Customer shall ensure that any pre-requisites are met at its facilities that are required for due contract performance. In particular, Customer shall allow REALTECH access to its hardware and software to the extent required during the entire contract term. Customer shall ensure that third-party products (hardware, software, databases, etc.) that are required for the provision of the Services are available and duly licensed. Customer is responsible for ensuring the proper operation and availability of the third-party products during the entire contract term, if necessary, by entering license and maintenance agreements with the third-party producers or suppliers.

4.4. Customer shall coordinate services provided by third parties that are related to the Services of REALTECH in such a manner that delays, waiting time and/or additional expenditures on the part of REALTECH are avoided. In the event that a system migration is the subject matter of the contract, Customer shall also ensure that this migration does not infringe on third party rights (e.g., in and to Customer's software to be migrated).

4.5. In connection with its duty to prevent and minimize damages, Customer shall take appropriate safety precautions (e.g., by backups and inspection of its IT systems at regular intervals) and shall ensure that in case of a total collapse of its IT systems its systems will be available at least for emergency operations at any time by establishing a corresponding emergency concept and emergency plans. In the absence of an express written notice in a particular situation, REALTECH employees as well as staff of any subcontractors retained by REALTECH may always assume that all data with which they will come into contact has been sufficiently backed-up.

4.6. Waiting and downtime suffered and additional expenditures incurred by REALTECH due to delays, non-compliance or insufficient compliance with the duty to cooperate on the part of Customer will be charged to Customer on a time and material basis. In the event that cooperation duties to be met by Customer are alternatively performed by REALTECH upon the fruitless expiration of a reasonable grace period granted for them, in the event of imminent danger also without granting such a grace period, the additional expenditures incurred by REALTECH shall be remunerated on a time and material basis. Any other claims of REALTECH remain unaffected.

§ 5 Confidentiality and Data Protection

5.1. The parties agree to treat any business and trade secrets of the other party as well as any other information on business relationships and business-related information that are disclosed to them, made available to them or of which they may become aware in any other manner as strictly confidential. They shall

use such information only for the purpose specified in the individual contract and shall not disclose them to third parties. The parties shall allow only those employees and sub-contractors access to this confidential information that have a need to know them for performing the individual contract. The confidentiality duty shall apply for a period of three (3) years beyond the termination or expiration of the individual contract.

5.2. The duty of confidentiality does not apply to confidential information that were previously known to the receiving party without any duty of confidentiality or that are or will become publicly known through no fault of the receiving party, or which are legitimately disclosed to the receiving party by a third party without being bound by a duty of confidentiality, or that can be shown to have been independently developed by the receiving party.

5.3. The parties agree to duly store any business items and records made available to them and to return them at any time upon the other party's request. In particular, they shall ensure that unauthorised third parties cannot gain access to them.

5.4. As far as personal data is processed, REALTECH shall bind the employees assigned to this task in writing prior to their assignment to the obligation of confidentiality. REALTECH may transfer personal data to subcontractors that are retained in accordance with the contract to the extent that such a transmission or transfer is required for providing the commissioned Services. REALTECH shall bind subcontractors to the applicable confidentiality obligations. In the event that Customer allows REALTECH access to its personal data, Customer will ensure that the applicable statutory requirements regarding the transfer and processing of such data by REALTECH are complied with.

5.5. In the event that Customer allows REALTECH to use its name as a reference customer, REALTECH has the right to include Customer's name in a list of reference customers for promotional purposes and to use Customer's corporate signs, trademarks and logos in printed publications and on the REALTECH website for this purpose.

§ 6 Remuneration and Payment Terms

6.1. In the absence of a deviating agreement, Services will be remunerated on a time and material basis subject to the agreed daily and/or hourly rates. If the individual contract does not include any provisions on the amount of remuneration, the REALTECH price list valid at the time the individual contract is entered shall apply.

6.2. The remuneration will be invoiced to Customer on a monthly basis at the beginning of the month after the Services were provided together with the reports that are customarily used by REALTECH. Unless provided otherwise by the parties, the daily rates cover a working time of eight (8) hours. Any additional workload per day will be remunerated on an hourly basis. Working hours outside regular working hours from Monday to Friday between 6 p.m. and 8 a.m. shall be invoiced with a surcharge of 50% and work on Saturdays, Sundays and public holidays shall be invoiced with a surcharge of 100% on the agreed hourly rate. In addition to the public holiday regulations in Germany, the surcharge also applies to 24 and 31 December.

6.3. Only the actually incurred expenses for an employee's trip from its business location to Customer's location will be charged as travel expenses. REALTECH will select the means of transportation (air travel: business class, railway: 1st class, car: EUR 0.50/km). Accommodation will be charged as actually incurred, food will be charged in accordance with the then-valid maximum rates permissible under tax law. Travel time is working time and will be charged to Customer at 50% of the applicable hourly rate.

6.4. Payments shall be made by Customer within fourteen (14) calendar days from the invoice date with no deductions. The statutory value added tax shall be added to the amounts indicated.

6.5. In the event that Customer is in default with a payment, REALTECH has the right to suspend the provision of its Services with immediate effect upon the fruitless expiration of a two-week grace period until Customer has fully settled its payment obligations. Any other rights of REALTECH based on Customer's default in payment remain unaffected. Customer shall not offset claims or withhold payments, unless its counter-claims are undisputed or have been finally adjudicated.

§ 7 Liability

7.1. REALTECH shall compensate material or financial damages and losses, and reimburse wasted expenditures, irrespective of their legal cause only to the following extent:

- In case of intentional wrongdoing and gross negligence, or a guarantee issued for the full amount;
- in all other cases only in the event of a breach of a material contractual obligation, without which the achievement of the purpose of the contract would be jeopardised and on the fulfilment of which the customer may therefore rely (so-called cardinal obligation), namely the compensation for a typical and foreseeable damage. The amount of liability is limited to the respective order value of the affected individual contract. If the order value of the individual contract exceeds EUR 250,000.00, liability is limited to EUR 250,000.00 as the maximum upper limit.

7.2. REALTECH shall be liable for the restoration of data pursuant to and within the limits of § 7.1, provided however, that Customer has ensured that data can be reproduced from machine-readable data stores at any time and at a reasonable cost.

7.3. The foregoing liability limitations also inure to the benefit of the legal representatives, vicarious agents and employees of REALTECH.

7.4. The liability for damages based on personal injury or bodily harm and liability under the Product Liability Act remain unaffected by the above provisions.

§ 8 Rights to Use

Unless otherwise agreed, Customer will be granted the non-exclusive, irrevocable, indefinite and world-wide right to use the protectable supplies and/or services that REALTECH provides to Customer for the internal business purposes of Customer as agreed between or implied by the parties. This right is subject to the

condition precedent that the agreed remuneration has been fully paid by Customer.

§ 9 Non-Solicitation

9.1. The parties agree not to solicit any employee of the other party (or any of its subcontractors) that has been assigned to the provision of Services and not to hire or employ such an employee in any other manner by the party itself or by another company controlled by such party during the term of the individual contract and for a period of twelve (12) months following the termination or expiration of that individual contract. An employee is deemed to have been solicited if it cannot be shown that he/she was hired in connection with a public job advertisement.

9.2. In each instance of a culpable breach of this obligation, a contractual penalty in the amount of one (1) gross annual salary of the solicited employee will become payable. Any other claims of the party affected remain unaffected. Any contractual penalty paid will be offset against the claim to damages.

§ 10 Contract Term and Termination

10.1. With regard to recurring obligations without a fixed end of the contract term, either party may terminate the contract by giving one (1) months' written notice to take effect at the end of a calendar month, unless the individual contract provides otherwise.

10.2. Either party reserves the right to terminate the contract for cause.

10.3. The notice of termination must be in writing to be effective.

§ 11 Final Clauses

11.1. Customer is not allowed to assign or transfer any contractual rights or duties to third parties – including any affiliated companies of Customer – unless it has obtained the prior written consent of REALTECH.

11.2. Modifications and amendments of the contract must be in writing to be effective (fax shall suffice, email is not sufficient). Any waiver of this mandatory written form requirement must be in writing.

11.3. The laws of the Federal Republic of Germany shall apply, the conflict-of-laws rules of International Private Law and the UN Convention on Contracts are excluded. Venue for all disputes arising out of or in connection with the contract shall be the competent court at the registered office of REALTECH. However, REALTECH may also bring action against Customer before any other national or international court having competence.

11.4. If any provision of the present General Terms and Conditions or an individual contract is or should become invalid or if there are any gaps, the remaining terms and provisions shall remain in full force and effect. The invalid or missing provision shall be replaced by such a valid provision that most closely reflects the business intention of the parties at the time the contract was concluded.