

GENERAL TERMS AND CONDITIONS

for services by InterLog Management GmbH

Version of 02.11.2016

§ 1 - Company informations

1.1 The following companies are part of InterLog Management:

Head office Switzerland
InterLog Management GmbH
Centralstrasse 8b
6210 Switzerland
Schweiz

VAT: CHE-115.204.687
Register No.: CH-400.4.032.210-3

Branch office Deutschland
InterLog Management GmbH
Otto-Hahn-Str. 27
44227 Dortmund
Germany

VAT-IdNo.: DE292658335
Register No.: 25995

Managing director: Eric Gastel
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www.interlog-management.com

§ 2 - Preamble

2.1 These general terms and conditions are applicable for all legal business affairs concluded all services between InterLog Management – hereinafter referred as to “InterLog” – and each individual contractual partner – hereinafter referred as to “client”. Furthermore these terms and conditions form are also an integrated part of any individually concluded agreement between InterLog and a client in particular for any type of services whatsoever as well as for any kind of advice and/or information rendered by InterLog to the client in fields of planning, preparatory work as well as execution of entrepreneurial or professional decision making processes; in particular for the following domains:

- Entrepreneurship / Management Consultancy
- Logistics / Supply Chain Consultancy
- Consultancy within the area of data processing / IT
- Selection processes and system evaluations
- Consultancy in Controlling / Business Intelligence
- Consultancy in Administration and Organization

2.2 The contractual parties agree on a cooperation according specific and individual agreements namely legal forms of mandate; project or project contract.

2.3 Alterations or changes of content of these terms and conditions deemed necessary by InterLog are submitted in writing to the client and will be considered as understood and accepted as long as the latter does not raise any objections in writing within 15 days after receipt of such alterations.

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§ 3 - Purpose of Contract

- 3.1 It is agreed and understood that any contract concluded is restricted to the described; accepted and understood activities; no economic advantage, any sort of expert opinion or document of title should be perceived. The services of InterLog are considered as fulfilled once the necessary analyses, the respective conclusions and possible recommendations are explained in full to the client; regardless of the consequences the latter might or might not undertake.
- 3.2 Upon request by the client InterLog is obliged to submit in writing respective progress reports reflecting the continuous development of execution of the contract, the progress flow and interim results achieved. Should InterLog been asked to submit a written report to be revealed to third parties it needs a separate agreement between the contractual parties.
- 3.3 InterLog will execute all necessary work with the utmost professional care and at any time consider the individual situation and demands of the client.
- 3.4 InterLog is bound to interpret all findings and analysis respecting the situation of the client and his questionnaire correct and in full compliance. Data and information obtained by third parties or the client are only evaluated by its plausibility. All conclusions and/or recommendations based on the executed analyses are done according scientific rules and practice. Content of such recommendations are given in writing in a practical and understandable version as it is common practice.
- 3.5 If not otherwise agreed between the contractual parties InterLog is free to engage and use respective third parties for professional assistance as long as the legal commitments toward the client are not in jeopardy. InterLog will work with a team of professionals, adequately trained, knowledgeable and experienced and guarantees the ongoing coaching and support during the execution period of any contract. Selection, hiring and/or replacing individual members of his team are absolutely at his discretion.

§ 4 - Contract Development

- 4.1 A binding contract is considered valid after receipt of a signed order or acceptance of a respective offer by mail, fax or e-mail.
- 4.2 The contents of a contract are subject to detailed description in respective mandate or project agreements, in particular concerning
 - the volume and quality contents of the services provided
 - time frames and schedules.

§ 5 - Termination of Contract

- 5.1 Beginning and end of any contract is specifically and individually agreed, understood and accepted by both contractual parties.
- 5.2 A mandate contract can be terminated at any time, provided a period of 4 – 6 weeks is agreed upon based on the volume of the mandate or project; a termination should be received before the end of a calendar month.
- 5.3 Termination of a contract after signed by both parties but before services are provided is not standard practice and can only be considered by the client if evidence can be submitted that InterLog will at no time be in a position to fulfill the contractual obligations. In cases where the client terminates a contract for other reasons, InterLog has to be compensated adequately for time and work done prior; e.g. preparatory work for offers and contract negotiations. If such case occurs, InterLog is entitled to be paid a compensation sum of CHF 10.000,00 with immediate effect; unless otherwise agreed by both parties.

5.4 The termination in any case has to be submitted in writing.

§ 6 - Volume of Services

- 6.1 Expected volume of services expected from InterLog are in general a detailed list of tasks, forming an integrated part of the respective contract.
- 6.2 InterLog shall oblige with agreed reporting procedures on results of undertaken activities.
- 6.3 In cases where InterLog should not be in a position to fulfill its contractual commitments for whatever reason, the client will be informed immediately in writing.
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- 6.5 Both parties agree on a mutual support to achieve the defined goals by revealing respective information and/or exchanging relevant experience to secure a smooth and professional work in the interest of the project.

§ 7 - Alterations of services and/or mandates

- 7.1 InterLog will respect and honor requests of alterations by the client; provided such alterations can be absorbed within the capacity in regard of workload and time schedule.
- 7.2 Should such requested alterations and its realization have direct and immediate influence on the terms and conditions of the respective initial contract; in particular regarding the volume of work and the time schedule, both parties agree on adequately up-dating of all contractual paragraphs involved. Until such up-date has been agreed upon and concluded InterLog shall continue with the initially agreed work.
- 7.3 In cases where the requested alterations ask for reconsideration of additional work volume InterLog is entitled to sub-contract this to a third party; with full consequences for the client.
- 7.4 Any alterations whatsoever will only become effective when concluded in writing. Concerned protocols and/or minutes of meetings will be an integrated part of such alteration agreements once signed by an authorized responsible of both parties.

§ 8 - Confidentiality

- 8.1 Any information made available to InterLog by the client marked as confidential and revealed during the period of execution of a contract are respected and treated in such manner unlimited. In cases where third parties must receive such data or part of it in the interest of the project a written approval has to be given by the client.
- 8.2 InterLog takes responsibility that all involved personnel shall oblige with this (clause 8.1) whatsoever.
- 8.3 Should InterLog within the work frame of a contract need to use person-related data in cooperation with third parties it will be accepted by the client as long as the data protection code is observed.

§ 9 - Cooperation of the client

- 9.1 The client will support InterLog in executing the contract as good as possible and secure within his own environment that the necessary working conditions are facilitating the agreed work volume and time schedule; in particular all necessary data and information are made available in due time in order not to jeopardize any InterLog activity.
- 9.2 Upon request by the client, InterLog will confirm by signing all received data considered correct and complete and shall also confirm any verbally given information or explanation in writing.

§ 10 - Remunerations / Payment Conditions / Account Settlement

- 10.1 Two forms of remunerations can be agreed upon: time related activities and/or fixed fees; as long as accepted and signed by both parties. Remunerations to be paid based on a level of success or only payable in cases of success are excluded. If not otherwise agreed upon InterLog is entitled to be paid for extras whatsoever over and above of an agreed remuneration. Details of payments are subject to each individual contract and binding by both parties.
- 10.2 In cases of long term contracts with remuneration of time related activities the respective and valid per diem compensation and extras are applicable once it has been agreed upon and accepted by the client. For contracts concluded during the last quarter of any calendar year the prices agreed upon will also be valid for the consecutive year. Exorbitant increases of prices could be subject of contract termination by the client.
- 10.3 In cases where several contractual parties (persons and/or legal entities) are involved all parties are reliable as group.
- 10.4 Barter agreements of any form are only accepted if respective legal demands or claims are evident.
- 10.5 Volume of agreed remunerations is reflecting the claimed volume of activities by InterLog and based on the legal terms and conditions of any respective contract.
- 10.6 Due payments are settled within 20 days after issuing and receiving respective invoice and must be executed without any deduction whatsoever (transfer cost). In cases of delayed payments InterLog is immediately entitled to claim respective interest based on LIBOR (London Inter Bank Offered Rate) + 2% p.a.. Any right to claim compensations of damages over and above are not nullified by payment the interest for delayed financial obligations by the client.
- 10.7 All services provided by InterLog are subject of 8% VAT as per Swiss Laws and should be budgeted by the client respectively; any VAT charges are separately indicated in any InterLog invoice. For services provided outside Switzerland and being subject or payments by foreign clients the individual VAT levels will be applied as per local laws.

§ 11 - Claims

- 11.1 In cases where services need to be improved for whatever reason, InterLog will provide such work as long as it is justified and can be fulfilled within common practice. Claims for improvement have to be submitted by the client immediately in writing and will only be evaluated by InterLog if received within a period of 15 working days after services have been concluded.
- 11.2 The client is only entitled to claim reduction of remuneration if the necessary improvements cannot be provided by InterLog. If the client is a legal entity, an official authority and/or an organization operating with official and legal funding a nullification of the contract with all possible and respective consequences can only be claimed if the failure of improved services is of no interest and/or consequences.

§ 12 - Protecting Intellectual Property

- 12.1 All documents established by InterLog within the work frame of any contract and delivered to the client, partial or in full, are considered to be used exclusively for the defined purpose of a contract. Without a written approval by InterLog and only in individual cases documents can be copied, edited, translated, printed, revealed to third parties and/or otherwise distributed. No third party legally or amicably related to the client is entitled to use results of provided services by InterLog without its written approval.

- 12.2 As far as any document and/or results of content are subject of intellectual property as per the laws of Switzerland, InterLog will remain the proprietor of such intellectual property. With the payment of any agreed remuneration the client only obtains the rights stipulated in para 11.1. restricted, time and location limited, irrevocably and exclusively but without the right to endorse results to third parties.

§ 13 - Loyalty / Code of Conduct

- 13.1 Both parties agree in observing adequate loyalty to each other with an applied and common code of conduct by all individual persons involved within the execution of a contract. Immediate information about possible changes of circumstances influencing the contractual agreements are observed by both parties.
- 13.2 It is agreed and understood that both parties refrain from hiring personnel having been employed by the other party and being directly involved in a contractual agreement within 12 months of termination of any individual employment contract.
- 13.3 It is considered as common practice that intended or executed terminations of personnel directly involved in ongoing contractual cooperation are exchanged among the contractual parties.

§ 14 - Force Majeure

- 14.1 Force Majeure jeopardizing or making it difficult to provide the expected tasks by either party will allow asking for a recession of obligations for a mutually agreed period of time. Influences and circumstances are considered as Force Majeure in cases they were non foreseeable, with grave consequences and occurring non-faulty. Immediate exchange of information about such incidents is agreed among the parties.

§ 15 - Withholding documents / Filing documents

- 15.1 Until the complete settlement of all dues has been received, InterLog is entitled to claim the right of withholding documents; however, such right is waved in cases where the withholding act should lead to a substantial damage for the client by considering and evaluation both parties interests.
- 15.2 After complete settlement of the financial part of a contract InterLog will return all received documents, received by him or from third parties. This does not apply for correspondence between the parties, copies of protocols or other project related documents, as long as the client has received originals of such documents during the execution of the project.
- 15.3 InterLog is obliged to keep documents only for a period of 6 months after a written invitation for collection has been sent to the client. Documents will be withheld for 3 years in cases of dispute as per article 12.1 and for five years after a contract has been executed in full.

§ 16 - Liability

- 16.1 Only in cases where InterLog and/or its personnel have shown intentionally and carelessly unacceptable behavior towards the client the latter could claim liability for damages. Such claim must be submitted immediately to the respective authorities (arbitrage) unless later reasons for liability appear within a period of maximum three calendar years from the time when unacceptable actions occurred. In countries where, by law, cases of liability must be filed, such regulations apply.
- 16.2 For all other cases where claims of liability are appropriate the rules and regulations of the Swiss Obligatory Law are applicable.

- 16.3 Compensation claimed by the client are restricted by usual and common practice in comparable business transactions foreseeable on the day of concluding the contract or latest the day when it became obvious that duties have been neglected.
- 16.4 InterLog's liability for damages of sequence based on assumed contractual negligence is non-existent, unless evidence is surfacing that the fulfillment of the contract has been jeopardized.
- 16.5 InterLog will in no cases be held liable for occurred financial losses by the client.

§ 17 - Miscellaneous

- 17.1 Any sort of rights being part of a contract can only be waived or ceded after a written agreement by both parties.
- 17.2 The laws and regulations of the Government of Switzerland are applicable for all rights and duties of any contract concluded.
- 17.3 Alterations and/or any sort of supplements whatsoever are in writing and are marked as such related to the respective mother document.
- 17.4 In cases of dispute regarding the contract and/or its execution the courts at the domicile of InterLog are to be called on, in particular if the contractual party is a legal entity, a juristic person or an entity managing special funds.
- 17.5 The client has no rights to endorse contractual claims to third parties.

§ 18 - Salvatore Clause

- 18.1 In principle all terms and conditions of this document remain applicable and valid for all business transactions between InterLog and any potential client. In cases where alterations are necessary in the interest of both parties, they have to be stipulated in writing, agreed upon and signed by both parties. In no case the remaining terms and conditions become automatically void by such alterations.