

GENERAL TERMS AND CONDITIONS

for services by InterLog Management GmbH

Version of 12.04.2023

§ 1 - Company information

1.1 The following companies are part of InterLog Management:

Head office Switzerland

InterLog Management GmbH
Allee 1B (Businesspark Sursee)
6210 Switzerland
Schweiz

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

Head office Germany

InterLog Management GmbH
Martin-Schmeißer-Weg 18
44227 Dortmund
Germany

VAT-IdNo.: DE292658335
Register No.: 25995

Branch office Austria

InterLog Management GmbH
Wagner-Biro-Straße 47
8020 Graz
Austria

VAT: ATU78328409
Register No: FN 581664p

§ 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 “Contractor” – 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. Supplementary General Terms and Conditions of the Client shall only apply if they have been expressly accepted in writing by the Contractor.

§ 3 - Purpose of Contract

- 3.1 The object of the order is the agreed consulting activity specified in the contract, not the achievement of a specific economic success or the preparation of expert opinions or other works. The services of the Contractor shall be deemed to have been rendered when the necessary analyses, the resulting conclusions and the recommendations have been prepared and explained to the Client. It is irrelevant whether or when the conclusions or recommendations are implemented.
- 3.2 At the request of the Client, the Contractor shall provide information on the status of the execution of the order or, after execution of the order, shall render account by means of a written report which reflects the essential content of the course and result of the consultation. If the Contractor has to prepare a comprehensive written report, in particular for submission to third parties, this must be agreed separately.
- 3.3 The contractor performs all work with the utmost care and always in relation to the individual situation and the needs of the client.
- 3.4 In the surveys, analyses and further activities, the contractor is obliged to reflect the situation of the company with regard to the question correctly and completely. Data provided by third parties or by the client shall only be checked for plausibility. The conclusions and recommendations to be derived from the investigations are made to the best of our knowledge and in accordance with recognized rules of science and practice. The recommendations are presented in an understandable and comprehensible manner.
- 3.5 Unless otherwise agreed, the Contractor may use competent subcontractors for the execution of the order, in which case the Contractor shall always remain directly obligated to the Client. The Contractor shall employ properly trained staff with the necessary expertise and shall continuously supervise and control them during the execution of the order. In all other respects, the Contractor shall decide at its own discretion which employees it shall employ or replace.

§ 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 or e-mail. The contract also includes, in particular, these General Terms and Conditions.
- 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 the Contractor will at no time be in a position to fulfill the contractual obligations. In

cases where the client terminates a contract for other reasons, the Contractor has to be compensated adequately for time and work done prior; e.g. preparatory work for offers and contract negotiations. If such case occurs, the Contractor is entitled to be paid a compensation sum of CHF/EUR 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 the Contractor are in general a detailed list of tasks in accordance with the mandate or project contract issued by the Client.
- 6.2 The Contractor shall inform the Client about the results of its activities at regular intervals to be defined.
- 6.3 In cases where the Contractor should not be in a position to fulfill its contractual commitments for whatever reason, the client will be informed immediately without delay.
- 6.4 The Contractor shall provide the equipment and personnel required for the performance of the services, unless the Client has the appropriate equipment or premises.
- 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 The Contractor is obligated to comply with 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.
- 7.2 If the examination of the change options or the realization of the requested changes have an impact on the terms of the contract, in particular on the Contractor's effort or the schedule, the parties shall agree on an appropriate adjustment of the terms of the contract, in particular an increase of the remuneration and a postponement of the deadlines. Unless otherwise agreed, in this case the Contractor shall carry out the work without taking the change requests into account until the contract is adjusted.
- 7.3 If an extensive examination of the additional expenditure is necessary, the Contractor can require a separate commissioning for this purpose.
- 7.4 Changes and additions to the order must be made in writing to be effective. Minutes of the relevant discussions or the project status shall be deemed to comply with this requirement if they are signed by the authorized representatives of both parties.

§ 8 - Confidentiality

- 8.1 Any information made available to the Contractor 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 The Contractor takes responsibility that all involved personnel shall oblige with this (clause 8.1) whatsoever.
- 8.3 Should the Contractor 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 the Contractor 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 of the Contractor's activity.
- 9.2 Upon request by the client, the Contractor 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 The fee for the Contractor's services shall be calculated according to the time spent on the activity (time fee) or agreed in writing as a fixed price. A fee payable according to the degree of success or only in case of success is always excluded. Unless otherwise agreed, the Contractor shall be entitled to reimbursement of expenses in addition to the fee. Details of the method of payment are regulated in the contract.
- 10.2 Insofar as long-term contracts are invoiced on a time and material basis, the Contractor's current daily and expense rates shall apply. These shall be handed over to the client in each case. In the case of contracts concluded in the last quarter of the current business year, the agreed prices shall also apply for the following year. If the price change exceeds the usual market prices not only insignificantly, the client may terminate the contract.
- 10.3 In cases where several contractual parties (persons and/or legal entities) are involved all parties are reliable as group.
- 10.4 A set-off against claims of the Contractor for remuneration and reimbursement of expenses shall only be permissible with claims that are undisputed, legally established or ready for decision.
- 10.5 Volume of agreed remunerations is reflecting the claimed volume of activities by the Contractor and based on the legal terms and conditions of any respective contract.
- 10.6 All payments are due 20 days after invoicing without any deductions. If the payment dates are exceeded, the Contractor shall be entitled to interest on arrears in the amount of 2% above the reference interest rate Euro Short Term Rate (ESTER) without further reminder. The right to claim further damages remains unaffected.
- 10.7 All services provided by the Contractor shall be subject to the statutory value-added tax applicable in the country of performance. The statutory value added tax shall be added to all price quotations and shown separately in the invoices.

§ 11 - Claims

- 11.1 In cases where services need to be improved for whatever reason, the Contractor 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 the Contractor if received within a period of 15 working days after services have been concluded.
- 11.2 the rectification fails, the Client may also demand a reduction of the remuneration or rescission of the contract. If the order was placed by an entrepreneur, a legal entity under public law or a special fund under public law, the Client may only demand rescission of the contract if the service rendered is of no interest to it due to the failure of the rectification.

§ 12 - Protecting Intellectual Property

- 12.1 The Client warrants that the reports, organization charts, drafts, drawings, lists and calculations prepared by the Contractor within the scope of the order shall only be used for the contractually agreed purposes and shall not be reproduced, edited, translated, reprinted, passed on or distributed without express consent in the individual case. The use of the consulting services provided for companies affiliated with the client requires an express written agreement.
- 12.2 Insofar as work results are copyrightable, the Contractor shall remain the author. In these cases, the Client shall receive the irrevocable, exclusive and non-transferable right of use to the work results, which shall only be restricted by Section 12.1, Sentence 1, and shall otherwise be unrestricted in terms of time and place after full payment of the remuneration owed.

§ 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 The Client undertakes to inform the Contractor of any intentions to terminate or change of the Contractor's employees, which were deployed for the execution of the order, may have as soon as it comes to the Client's attention.

§ 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, the Contractor 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 settlement of its claims under the contract, the Contractor shall surrender all documents which the Client or a third party has handed over to it on the occasion of the execution of the order. This shall not apply to the correspondence between the parties and to simple copies of reports, organization charts, drawings, lists, calculations, etc. made within the scope of the order, provided that the Client has received the originals.
- 15.3 The Contractor's obligation to retain the documents shall expire six months after delivery of the written request for collection, otherwise three years, in the case of documents retained pursuant to § 15.1 five years after termination of the contractual relationship.

§ 16 - Liability

- 16.1 The Contractor shall be liable to the Client for the careful execution of its order and the conscientious selection of the employees deployed. In the event of intentional or grossly

negligent causation of damage, liability shall be limited to the damage foreseeable at the time of conclusion of the contract and typical for the contract. A liability from bad performance exists only if the contractor violates his duties of care in a coarse manner. No liability shall exist if the Contractor has not been informed by the Client about all circumstances essential to the contract and the damage is causally attributable to this omission. Liability for indirect damage, such as loss of production or interruption of production, loss of sales, financial loss, loss of profits, etc. is expressly excluded.

§ 17 - Miscellaneous

- 17.1 Any sort of rights being part of a contract can only be waved 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 the Contractor 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 - Protection of Data Privacy

- 18.1 The parties are obligated to comply with the respective applicable data protection regulations (DSG for Switzerland, DSGVO for those in Germany/Austria). The Contractor shall comply with the corresponding country-specific laws and regulations. The corresponding data protection information of the Contractor can be found at www.interlog-management.com/datenschutzhinweise/ .

§ 19 – Salvatore Clause

- 19.1 Should one or more of the above provisions be invalid, this shall not affect the validity of the remaining provisions. This shall also apply if within a provision one part is invalid but another part is valid. The respective invalid provision shall be replaced by the parties by a provision which comes closest to the economic interests of the contracting parties and which does not run counter to the remaining contractual agreements.