

General Terms and Conditions (GTC)

§ 1 Scope of application

(1) These General Terms and Conditions apply to all contracts between Sven Wollenhaupt – RRC Interim Management, Nürnberger Straße 1, 86399 Bobingen (hereinafter the "Contractor") and enterprises, legal persons under public law or special funds under public law (hereinafter the "Client") concerning the provision of services in the areas of accounting, internal audit and controlling.

(2) These GTC apply exclusively to contracts with entrepreneurs within the meaning of § 14 German Civil Code (BGB). Consumer transactions within the meaning of § 13 BGB are excluded from the scope of these GTC. They apply to all services of the Contractor in the area of interim management, in particular in the areas of accounting, internal audit and controlling, including the temporary assumption of management positions, project management, process and organisational consulting as well as conceptual and operational support services, unless otherwise agreed in writing.

(3) Deviating, conflicting or supplementary general terms and conditions of the Client shall only become part of the contract if and insofar as the Contractor has expressly agreed to their applicability in writing.

(4) Individual written agreements with the Client shall in any case take precedence over these GTC. Deviating, conflicting or supplementary GTC of the Client shall not become part of the contract unless their applicability has been expressly agreed in writing.

(5) These GTC shall also apply to all future business relationships without the need for a renewed agreement.

§ 2 Description and scope of services

(1) The Contractor provides services as an independent interim manager in the following areas:

- Accounting, financial planning and reporting
- Internal audit and process optimisation
- Controlling and corporate management

(2) The type and scope of the services result from the respective individual contract and/or the written order confirmation.

(3) The Contractor is free to determine his working hours and place of work, unless otherwise agreed. He is not subject to any instructions of the Client regarding the manner in which the services are performed. The Contractor documents his activities on his own responsibility in a performance log indicating date, duration and type of activity. This documentation serves solely for invoicing purposes and does not constitute a recording of working time within the meaning of an employment relationship.

(4) The Contractor provides his services as consulting and management services; a specific economic outcome is not owed unless expressly agreed otherwise. The analyses, recommendations, concepts and decision templates prepared by the Contractor are intended to support the Client. Responsibility for entrepreneurial decisions always remains with the Client. The Contractor does not provide legal advice, tax advice or statutory audits of financial statements / auditing services. Decisions with legal or tax implications must be reviewed and taken by the Client and/or the Client's professional advisers.

(5) The Contractor is entitled to engage qualified third parties (subcontractors) to fulfil his contractual obligations, provided the Client has been informed beforehand and does not object within 7 days.

§ 3 Remuneration and payment terms

(1) Remuneration is based on the agreement set out in the individual contract. Unless otherwise agreed, billing is based on daily rates or hourly fees. Unless otherwise agreed in the individual contract, billing shall take place retrospectively on a monthly basis, based on the actual days/hours worked.

(2) All prices and fees are net amounts plus the applicable statutory value added tax. VAT will be shown separately on the invoice.

(3) Additional tasks not included in the agreed scope of services shall be remunerated separately on a time and material basis at the agreed rates, provided they have been commissioned by the Client.

(4) Travel expenses, accommodation costs and other out-of-pocket expenses shall be reimbursed additionally plus statutory VAT, unless these are already included in the remuneration.

(5) Invoices are due for payment without deduction within 14 days of the invoice date.

(6) In the event of default in payment, the Contractor is entitled to charge default interest at a rate of 9 percentage points above the applicable base interest rate in accordance with § 288 (2) BGB. The right to claim further damages caused by default remains reserved.

(7) The Client is only entitled to set-off or retention if the Client's counterclaims have been legally established, are undisputed or have been acknowledged by the Contractor.

§ 4 Term of contract and termination

(1) The term of the contract results from the individual contract. In the case of open-ended contracts, either party may terminate the contractual relationship with two weeks' notice to the end of a month.

(2) The right to extraordinary termination for good cause remains unaffected. Good cause exists in particular if

- insolvency proceedings are opened in respect of the assets of one party or the opening of such proceedings is rejected for lack of assets
- circumstances arise which make it unreasonable to continue the engagement
- one party repeatedly breaches material contractual obligations despite a written warning.

(3) Notice of termination must be given in writing.

(4) Upon termination of the contract, the Contractor shall return any documents and work equipment provided to him by the Client.

§ 5 Performance of services and warranty

(1) The Contractor shall perform his consulting and interim management services with due care and skill. No warranty is given for the achievement of specific economic or accounting results or for the success of a project, unless this has been expressly agreed in writing. In such a case, a separate written specification of services must be agreed in advance. In the absence of such an agreement, the contract is deemed to be a contract for services.

(2) If the Contractor owes specific work results (e.g. concepts, reports, analyses, documentation), the Client shall examine such results without undue delay, at the latest within 10 working days after delivery. Any defects or deviations from the agreed specification of services must be notified in writing within this period. If no notice of defects is given within this period, the work results shall be deemed accepted. The Contractor may request partial acceptance where this can reasonably be separated.

(3) Minor deviations which do not significantly impair the suitability of the work results for the contractual purpose do not entitle the Client to refuse acceptance.

(4) In the event of material defects, the Contractor shall first have the right to remedy such defects within a reasonable period.

(5) Claims for defects shall become time-barred 12 months after acceptance of the service or after performance of the service.

§ 6 Duties of cooperation of the Client

(1) The Client shall provide the Contractor with all documents, data and information required for performance of the engagement in a timely and complete manner.

(2) The Client shall appoint a responsible contact person who is authorised to take the decisions required for the performance of the engagement or to obtain such decisions without delay.

(3) The Client shall grant the Contractor access to the premises, systems and resources necessary for the performance of the services.

(4) The Client shall inform the Contractor without delay of all circumstances that may be relevant for the performance of the engagement.

(5) Delays resulting from late or incomplete cooperation on the part of the Client shall not be borne by the Contractor. If the Contractor incurs additional efforts or waiting times as a result, these shall be remunerated separately.

§ 7 Work results and intellectual property rights

(1) Work results produced by the Contractor within the scope of the engagement (e.g. reports, concepts, documentation, spreadsheets, evaluations) shall become the property of the Client upon full payment of the agreed remuneration.

(2) To the extent that intellectual property rights arise in these work results, the Contractor grants the Client, upon full payment of the remuneration, an exclusive, transferable right of use that is unlimited in time, territory and content for the contractually agreed purpose.

(3) The Contractor reserves all rights to drafts, preparatory work and non-accepted intermediate results, unless otherwise agreed.

(4) General methods, know-how and tools that the Contractor has developed or develops independently of the specific engagement shall remain with the Contractor and may be used by him elsewhere, provided that no confidential information of the Client is disclosed.

(5) If the contract is terminated prior to full payment, the Client shall only receive a simple, non-transferable right of use to the work results produced up to that point.

(6) Any transfer of rights of use to third parties or the granting of sublicences requires the prior written consent of the Contractor.

§ 8 Liability and limitation of liability

(1) The Contractor shall be liable without limitation for damages caused by wilful misconduct or gross negligence.

(2) The Contractor shall also be liable without limitation for damages resulting from injury to life, body or health which are based on a negligent breach of duty by the Contractor or an intentional or negligent breach of duty by a legal representative or vicarious agent of the Contractor.

(3) In the event of slightly negligent breaches of material contractual obligations (cardinal duties), the liability of the Contractor is limited to the typical, foreseeable damage, up to a maximum of the contract value of the service that caused the damage. Material contractual obligations are those whose fulfilment is essential for the proper performance of the contract and on whose observance the Client regularly relies and may rely.

(4) Any further liability, irrespective of the legal nature of the asserted claim, is excluded. Where the Contractor's liability is excluded or limited, this also applies to the personal liability of his employees, workers, staff, representatives and vicarious agents.

(5) The above limitations of liability do not apply where the Contractor has given an express guarantee or fraudulently concealed a defect.

(6) The Contractor provides his services as consulting and management services. The implementation of recommendations and the final decisions lie within the Client's area of responsibility. The Contractor shall only be liable for decisions taken by the Client on the basis of the Contractor's recommendations within the limits set out above.

(7) The Contractor maintains professional liability insurance with an appropriate coverage amount for personal injury, property damage and financial losses with an insurer licensed in the EU. The Contractor shall provide evidence of this insurance cover to the Client upon request.

§ 9 Confidentiality and data protection

(1) The Contractor undertakes to maintain confidentiality regarding all business and trade secrets and other confidential information of the Client which become known to him in the course of the engagement. This obligation shall continue to apply after termination of the contractual relationship.

(2) Confidential information is all information designated as such or whose confidentiality is evident from the circumstances. This includes in particular

- Financial data and financial statements
- Business strategies and planning
- Personnel and customer data
- Process and organisational information

(3) The obligation of confidentiality does not apply to information which

- was already known to the Contractor prior to the commencement of the engagement,
- is disclosed to the Contractor by a third party without breach of a confidentiality obligation,
- is generally known or becomes generally known without fault on the part of the Contractor, or
- must be disclosed due to a statutory obligation.

(4) The Contractor processes personal data exclusively within the scope of and for the purpose of fulfilling the contract, in compliance with the General Data Protection Regulation (GDPR) and the German Federal Data Protection Act (BDSG). Where required, a separate data processing agreement pursuant to Art. 28 GDPR will be concluded.

(5) The Client is expressly advised that the transmission of data via unencrypted e-mail over the internet involves risks. In particular, e-mails may be viewed, intercepted or manipulated by third parties. Confidentiality and integrity of data cannot be guaranteed with unencrypted transmission.

(6) The Contractor generally offers encrypted communication channels. If the Client nevertheless wishes to communicate via unencrypted e-mail, the Client expressly consents to communication by unencrypted e-mail.

(7) The consent referred to in paragraph 6 may be revoked by the Client at any time without giving reasons in text form (e.g. by e-mail). Following a revocation, the Contractor will use only encrypted communication channels or postal mail. Revocation does not affect the lawfulness of processing carried out up to that point.

§ 10 Use of references and marketing

(1) The Client consents to the Contractor, after termination of the contractual relationship, naming the Client's name/company upon request and using a general project description (without confidential details and names) in his list of references.

(2) The Client may revoke this consent at any time with four weeks' notice in text form. The Contractor shall then remove the reference from all media under his control within four weeks.

(3) If the Client does not wish to be named as a reference at all, the Client must declare this in writing at the latest upon conclusion of the contract.

(4) The use of logos or trademarks of the Client requires separate written consent.

§ 11 Applicable law and place of jurisdiction

(1) All legal relationships between the Contractor and the Client shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions of private international law.

(2) The exclusive place of jurisdiction for all disputes arising out of or in connection with the contractual relationship shall be Augsburg, provided the Client is a merchant, a legal person under public law or a special fund under public law.

§ 12 Final provisions

(1) Amendments and supplements to these GTC must be made in writing. This also applies to any waiver of this written form requirement.

(2) If the Contractor has engaged other persons to perform the services, the Client undertakes for a period of 12 months after their assignment not to employ these persons directly or indirectly without the Contractor's consent. In the event of a breach of this duty of loyalty, a contractual penalty of EUR 50,000.00 shall be payable.

(3) Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected (severability clause). The parties undertake to replace the invalid provision with a valid provision which comes as close as possible to the economic purpose of the invalid provision.

(4) The assignment of claims arising from this contract requires the prior written consent of the other contracting party.

(5) These GTC are made available to the Client prior to conclusion of the contract and shall be deemed agreed as soon as reference is made to them in the individual contract or in the order confirmation. In the event of any conflict between these GTC and the individual contract, the individual contract shall prevail. Otherwise, the individual contract, any existing specification of services in the case of a contract for work and services, and these GTC shall supplement each other.

§ 13 Language precedence

In the event of any discrepancies or inconsistencies between the German and the English versions of these General Terms and Conditions, only the German version shall be legally binding. The English version is provided for information purposes only.