

GENERAL TERMS AND CONDITIONS OF Strategy Alliance GmbH

1. Applicability

Strategy Alliance GmbH shall provide all offers, services and supplies exclusively on the basis of these General Terms and Conditions. They shall apply to all legal relationships between Strategy Alliance and clients, even if not expressly referred to. The customer accept these present General Terms and Conditions. General Terms and Conditions of the customer, if any, shall not be accepted unless Strategy Alliance GmbH explicitly acknowledges their inclusion in writing.

2. Contract Conclusion

- 2.1. Strategy Alliance GmbH will submit an offer to the customer. The customer can accept the offer within 10 days in written form or tacitly (by requesting Strategy Alliance GmbH to provide the services). By accepting the offer, a contract on the basis of the terms of the offer and these General Terms and Conditions will be concluded.
- 2.2. This contract supersedes all prior agreements, written or oral, between the parties relating to the subject matter of this contract. This contract may be modified or amended in all or in part only in writing, signed by a managing director of Strategy Alliance GmbH, or tacitly (by customer requesting Strategy Alliance GmbH to further provide services).

3. Services

- 3.1. Strategy Alliance GmbH provides its services on the conditions of the offer and these General Terms and Conditions.
- 3.2. Strategy Alliance GmbH is entitled at its own discretion to render the services itself, to employ expert third parties as agents and /or to commission an affiliated company to render such services. Commissioning of third parties is generally effected on Strategy Alliance GmbH's behalf and account.
- 3.3. The customer is bound to provide Strategy Alliance GmbH access to all information and employees, which Strategy Alliance GmbH needs for the provision of services.
- 3.4. The customer agrees that Strategy Alliance GmbH provides the agreed services under usage or relying upon public information or such information provided by the customer and/or third parties. Unless agreed in writing, Strategy Alliance GmbH has no obligation whatsoever to review such information for completeness and correctness or to uncover deception. As far as Strategy Alliance GmbH receives wrong or incomplete information and provides the services on this basis Strategy Alliance GmbH is not liable towards the customer for direct or indirect losses or disadvantages caused by relying on or acting according to the work results or the recommendations of Strategy Alliance GmbH. This does not apply in the case that the received information was evidently wrong, incomplete or implausible and Strategy Alliance GmbH failed to inform the customer in writing.

- 3.5. The services provided by Strategy Alliance GmbH shall be deemed accepted by the customer if the customer does not bring in a claim in writing towards the Strategy Alliance GmbH's management board within thirty days after provision of the (partial) services by Strategy Alliance GmbH.
- 3.6. In the case of a justified and timely notification of defects, Strategy Alliance GmbH is entitled to remedy the defects within a period of thirty days at its own expenses as far as remedy of defects is possible. Services exceeding a remedy of defects and provided at the request of the customer will be presumed to be additional services, not covered by the obligation of free remedy of defects.
- 3.7. The agreed due dates and deadlines are binding. If the provision of services by Strategy Alliance GmbH is delayed for reasons outside of Strategy Alliance GmbH's control, e.g. force majeure, Strategy Alliance GmbH is not liable for damages due to delay or non-performance. The service obligations shall be suspended for the duration and to the extent of the impediment and the deadline shall be extended accordingly. Alternatively and in addition, Strategy Alliance GmbH is entitled to provide reasonable partial services. In the case that the provision of contractual services become impossible for suchlike non-fault events and/or circumstances, Strategy Alliance GmbH is entitled to withdraw from the contract.

4. Fees, Invoices, Terms of Payment

- 4.1. Strategy Alliance GmbH's fees as well as any preliminary payments are based on the terms of the offer. The agreed fees are quoted net, the applicable value-added tax will be added.
- 4.2. In the case that no agreement on travel and other expenses as an additional percentage rate of the agreed fee has been concluded, they will be billed separately based on actual cost.
- 4.3. The fee and any applicable travel and other expenses shall be due for payment in full within 10 days after invoicing. The client shall not be entitled to set off claims of Strategy Alliance GmbH against his own claims or to assert a right of retention due to such claims unless the client's claim has been recognized by Strategy Alliance in writing or ascertained by court.
- 4.4. Subject to 3 days' notice, Strategy Alliance GmbH is, if the client is in default of payment, without prejudice to other rights, entitled to render other services, to terminate this contract in written form and/or to bring into account legally applicable default interest for the period between date of invoice and receipt of full payment.
- 4.5. If Strategy Alliance GmbH, after conclusion of contract, learns about circumstances that cast the fulfilment of its claims objectively into doubt, Strategy Alliance reserves the right to provide outstanding services solely against prepayment.

5. Liability

- 5.1. Strategy Alliance GmbH, its legal bodies, legal agents, employees and other vicarious agents shall be liable according to the legal provisions, in case that the client asserts a claims for damage, that is based on intent or gross negligence, including intent or gross negligence of their legal agents and/or vicarious agents. As far as Strategy Alliance is not charged with deliberate breach of contract the liability of damage is limited to the foreseeable, typically occurring damage.

- 5.2. The liability of Strategy Alliance GmbH in the case of simple negligence of its legal bodies, legal agents, employees and other vicarious agents shall be expressly excluded. This does not apply in cases of violation of essential contractual obligations and/or for damages based on negligent violation of life, body or health.
- 5.3. An essential contractual obligation is defined as an obligation on whose fulfillment the client trusted und was entitled to trust.

6. Non Solicitation Clause

During the time of service provision and for a period of twelve month after completion of services the client shall – without prior written approval of Strategy Alliance GmbH – abstain from directly or indirectly via other persons or companies enticing away partners, managing directors or employees of Strategy Alliance GmbH. The same applies to inducing or persuading partners, managing directors or employees of Strategy Alliance GmbH to quit Strategy Alliance GmbH and to get hired by or to commit to the customer or other persons or companies that are competitors of Strategy Alliance GmbH.

7. Industrial property and similar rights

- 7.1. All industrial property and similar rights of one party existing prior to conclusion of a contract shall remain property of this party. Within in the context of a cooperation a transfer of such rights between the parties does not take place.
- 7.2. From the time of their origination, development or exercise, Strategy Alliance GmbH is the sole holder of all industrial property and similar rights, including all contractual or in rem rights or entitlements to these services and work results, originated, developed or exercised within the framework of a cooperation.

8. Confidentiality and Non-disclosure Agreement

- 8.1. All information and business processes, in particular business secrets, disclosed or made available by Strategy Alliance GmbH shall be held strictly confidential by the client. The client is not entitled to disclose or publicize these information and business processes – neither partly nor in full – without written agreement of Strategy Alliance GmbH.
- 8.2. The client agrees to use all work results provided by Strategy Alliance GmbH only for internal use in the context of the respective project. The customer will made available all above named information as well as the work results provided by Strategy Alliance GmbH only to its employees who are in need of them in the project's context. Employees are bound by the same respective confidentiality obligation.
- 8.3. The customer will made available the provided work results to third parties solely after prior written approval of Strategy Alliance GmbH. Strategy Alliance GmbH reserves the right to close a Confidentiality and Non-disclosure Agreement with the third party firstly if applicable.
- 8.4. The customer agrees that Strategy Alliance GmbH is entitled to retain digital copies and/or hardcopies of all source documents, made available for their service provision, for the purpose of archiving and later proof.

9. Final Provisions

- 9.1. All (non-)contractual duties resulting from a contract closed on the basis of the respective offer and these General Terms and Conditions shall be subject to the laws of the Federal Republic of Germany. The parties agree on the exclusive jurisdiction of the local courts in Düsseldorf.
- 9.2. If any of the provisions of these General Terms and Conditions does not conform with present law or will get in nonconformance with future law it shall be deemed to be automatically amended and replaced by a legally correct provision which accomplishes as far as possible the purpose and the intent of the invalid provision and these General Terms and Conditions. The General Terms and Conditions as a whole will not be affected.
- 9.3. If any provisions of these General Terms and Conditions are partly or in full ineffective, the binding nature of the remaining provisions shall not be affected. The ineffective provision shall be replaced by an effective provision which comes as close as possible to the meaning and purpose of the ineffective one.