

1. Validity and Conclusion of Contract

- 1.1. These General Terms and Conditions apply to the provision of work performance (*Werkleistungen*) and services (*Dienstleistungen*) by leogistics GmbH (hereinafter: "leogistics "). They also apply to future work performance and services provided by leogistics for the Client, unless expressly agreed otherwise. Deviating terms and conditions of the Client shall not become part of the contract, even if leogistics does not expressly object to them. They shall also not become part of the contract even if they are attached to or printed on the order or order confirmation. Further agreements or addenda, deviating from these terms and conditions, require written confirmation by leogistics to be effective. Approved deviations only apply to a specific individual case and have no effect on future transactions. In addition, the provisions of these GTC apply to the pre-contractual obligation.
- 1.2. leogistics shall provide the project services under the proposal either as pure service (*Dienstleistungen*) or work performances (*Werkleistungen*) (jointly referred to as "Services"). In the case of work performances, leogistics is responsible for the execution, control and monitoring of its performance and owes a successful outcome as the result of its work. In the case of pure advisory services, leogistics owes the service (e.g. consulting, cooperation, support) as such; the Client is responsible for the results aimed for and achieved by the Client.
- 1.3. The contract is concluded upon acceptance of the leogistics proposal by the Client. If, in addition to signing a contract, the Client's internal organizational guidelines require that the Client also generates its own order with which it commissions the deliveries and services from leogistics, the Client shall ensure that the content of the order does not deviate from the signed contract.

2. Subject Matter of the Contract

- 2.1. The content and scope of the service are based exclusively on the agreements in the project contract (hereinafter referred to as the contract), in particular the scope description of leogistics. The respective leogistics

proposal can also serve as the project contract. If applicable, the preliminary services to be provided by the Client and leogistics, as well as the Client's obligations to cooperate, are also specified there. Unless otherwise agreed in the contract, the Client bears responsibility for the project and the overall result.

- 2.2. Services not included in the contract are not part of the contract, in particular installation, introduction and maintenance costs are only part of the contract if they have been expressly agreed in writing.
- 2.3. Both parties are entitled to propose changes and additions to the agreed service (change request). leogistics shall examine the Client's change requests within a reasonable period of time and submit a written new proposal for the change as well as its remuneration and any necessary adjustment of the schedule or other agreements. leogistics is entitled to reject a requested change if it is not technically feasible or involves disproportionate effort on part of leogistics. leogistics may charge for the expenditure involved in reviewing change requests at the agreed hourly rates, or alternatively at leogistics ' usual hourly rates. As long as the other contracting party has not given its consent, leogistics shall continue to provide the service in accordance with the existing contract.
- 2.4. In all other respects, price statements and other advertising documents of leogistics are always subject to change and are non-binding. Any further services shall come into effect either through timely acceptance of a written proposal from leogistics or otherwise with order confirmation by leogistics. The order confirmation must correspond to the submitted proposal and then determines the scope of the obligations assumed by leogistics.

3. Rights of Use

Unless otherwise stipulated in the contract, the Client shall be entitled to the irrevocable, non-exclusive right, unlimited in time and space, to use the work results created for the Client for the purposes pursued by the contract and provided to the Client in accordance with the contract.

- 3.1. The Background IP of leogistics includes the ownership and usage rights to all types of intellectual property such as, in particular, computer programs (source code and machine code), electronic libraries, test results, know-how, graphics, texts, designs, technical ideas, technical and commercial databases, lists, documentation. Also included are the rights to the worldwide exploitation of such intellectual property as here described, as well as the registration of industrial property rights and the like. Insofar as the work results created by leogistics for the Client are pre-existing background IP of leogistics or a modification, further development or processing thereof, leogistics grants the Client an irrevocable and non-exclusive right to use these work results insofar and as long as this is necessary for the intended use of the services in accordance with the individual contract.
- 3.2. leogistics is entitled to use its own knowledge and the knowledge of its employees which was used to create the work results, as well as the tools and procedures used, which are intended or suitable for reuse in other service relationships, for the purposes of its business operations. This does not apply to knowledge that is to be regarded as a trade or business secret of the Client.
- 3.3. leogistics is entitled to retain and use a copy of the work results and documentation for the purposes of subsequent performance within the scope of its liability for material defects/legal defects.
- 3.4. The prerequisite for the granting of rights in accordance with sections 3.1 and 3.2 is the full payment of the agreed remuneration and, in the case of work performances, the acceptance of the work results to be provided.

4. Work Results of Third Parties

- 4.1. The Client may - insofar as provided for in the scope of services - hand over work results of third parties to leogistics for processing or other redesigns.
- 4.2. The Client shall ensure that the terms of use for the work results of third parties do not preclude any editing or redesigning or the utilization or publication of the editing by leogistics or its vicarious agents.
- 4.3. The Client shall indemnify leogistics and its vicarious agents against any liability for claims by third parties arising from an unauthorized handover for processing or redesign, unless there is intent or gross negligence on the part of leogistics or its vicarious agents.

5. Freeware, Shareware and Open Source Software

- 5.1. If the work results contain freeware, shareware or open source software (hereinafter referred to as "OSS"), leogistics will not charge the Client any remuneration or license fee for the use of this OSS. leogistics is only liable for defects in the OSS in the event of fraudulent concealment. Any further liability is limited to intent and gross negligence, except for damages resulting from injury to life, limb or health. In these cases, leogistics shall also be liable for simple negligent breach of duty. In cases of product liability, leogistics is liable in accordance with the Product Liability Act. With regard to the OSS, the specific terms of use apply, which are either part of the documentation or are provided to the Client by leogistics. At the request of the Client, leogistics will provide the Client with a copy of the source code of the OSS. If and insofar as the provisions in this contract and the OSS terms and conditions contradict each other, the OSS terms and conditions shall take precedence over all other contractual terms and conditions with regard to the OSS.

6. Remuneration

6.1. Time & Material

Unless otherwise agreed, the services shall be invoiced on a time and material basis at the hourly rates offered, or alternatively at the usual hourly rates of leogistics, plus the expenditures and outlays required for the provision of the services, in particular travel costs (travel time, travel costs, accommodation costs, etc.) and expenses. The same applies to services outside the agreed scope of services and additional expenses due to incorrect/incomplete information provided by the Client or unjustified complaints, improper use of the system or breaches of duty by the Client.

- 6.2. Prices for services that are remunerated on a time and material basis are estimates. The quantities on which an estimate is made are based on an assessment of the scope of services to the best of our knowledge at the time the contract is concluded. They may change due to actual circumstances. If leogistics discovers, over the



course of providing the service, that the estimate has been exceeded, it will inform the Client immediately.

- 6.3. In the case of time & material invoicing, leogistics shall provide activity reports including the hours worked and time travelled, costs and expenses incurred at the applicable hourly or daily rates at the prices valid at the time of the service, including a brief description of the activity, as well as travel expenses according to expenditure and receipts, at the end of each month - if the working period is shorter, at the end of this period. If leogistics does not receive a written objection from the Client within five (5) working days of a proper activity report, the activity report shall be deemed approved. Billing shall be based on each half hour or part thereof. The Client shall not be entitled to call up quotas of less than four (4) person-hours per day, unless this has been expressly agreed or the contractual provision of the service requires lower daily quotas. A person-day comprises eight (8) working hours.
- 6.4. In the case of time-based remuneration, the invoice shall be issued at the beginning of the month following the provision of the service or, in the case of a shorter service period, after the service has been provided in full, unless otherwise agreed.
- 6.5. **Fixed price**
In the case of an agreed fixed price, leogistics will invoice the remuneration in accordance with the payment schedule in the contract or, if no such schedule has been agreed, after the service has been provided in full.
- 6.6. **Payment**
If the order cannot be performed in whole or in part for reasons for which the Client is responsible, the Client shall remain obliged to pay the contract price minus any expenses effectively saved.
- 6.7. Invoices are due for payment without deduction within 14 days of the invoice date.
- 6.8. Value added tax and any other statutory charges shall be invoiced separately at the applicable statutory rate. This also applies to public charges for deliveries abroad. Prices quoted in the contract are net plus the statutory value added tax.
- 6.9. If the Client is in default of payment, interest shall be charged on the outstanding amount at 9 percentage points above the applicable base interest rate. The assertion of further damages is not excluded. In addition,

leogistics shall be entitled to refuse performance if the Client fails to settle a due invoice despite a reminder.

7. Assignment, Offset and Rights of Retention

- 7.1. The Client may only offset or withhold payments due to defects insofar as it is actually entitled to payment claims due to material defects or defects of title in the service. The Client may withhold payments due to other claims for defects only to a proportionate extent, taking into account the defect. The Client has no right of retention if his claim for defects is time-barred. Otherwise, the Client may only offset or exercise a right of retention against undisputed or legally established claims.
- 7.2. Any assignment by the Client requires the prior written consent of leogistics.

8. Service Provision

- 8.1. The services to be provided by leogistics for the Client and the place of performance are specified in the contract. Unless otherwise agreed between the contracting parties in the contract, the place of performance shall be the place of work of the respective employee of leogistics.
- 8.2. At the Client's request, leogistics shall provide the agreed services on the Client's premises. Even then, the employees of leogistics are not integrated into the Client's operations. Only leogistics is authorized to issue instructions to its own employees.
- 8.3. leogistics decides which employees are deployed to provide services and is entitled at any time, after notifying the Client, to replace an employee with another employee who is at least equally qualified.
- 8.4. Both contractual partners (mutually) appoint a project manager who acts as the person responsible at the respective contractual partner for the period of contract implementation.
- 8.5. The Client's obligations include the punctual performance of the cooperation obligations specified in the contract. This includes, in particular, the provision of the necessary documents, information, programs and equipment that are important for the execution of this contract at the Client's premises and the provision of the necessary personnel.

9. Cooperation between the Parties

9.1. The Client is obliged to provide or submit the cooperation obligations and declarations required for the contractual provision of the service in a qualified and timely manner. Each contracting party shall appoint a competent employee (usually a project manager) for each project, who can provide the information required to implement the contract and either make or bring about decisions. If the Client is in default with the fulfillment of the actions for which it is responsible, the performance obligation of leogistics, which cannot be provided without this action or only with disproportionate additional effort, shall be suspended for the duration of the delay. Any additional expenditure caused by this shall be reimbursed to leogistics by the Client in addition to the agreed remuneration, on the basis of the applicable daily or hourly rates. § Section 643 BGB remains unaffected. If a schedule has been agreed, the deadlines shall be postponed in accordance with the duration of the delay.

9.2. If leogistics is hindered in the provision of services in any other way, it shall notify the client accordingly. The notification shall contain information on the expected duration of the obstacles. Execution deadlines shall be extended appropriately insofar as leogistics or its vicarious agents are not responsible for the obstacles.

10. Acceptance (only for work performances)

The following shall apply to all work performances subject to Acceptance (hereinafter referred to as services):

10.1. The Client must declare Acceptance after receipt of the written request for Acceptance from leogistics, unless another period has been agreed for

- documents (e.g. concept, specifications, study, documentation, etc.) within 5 working days, or
- immediately when creating a software solution, but within 10 working days at the latest.
- a new acceptance without delay.

10.2. During this test period, the Client may make sure that the services have been provided in accordance with the contract. The Client shall provide leogistics with the prerequisites required to carry out the acceptance test and as described in the test and acceptance plan in particular, test data, workstations, devices and test cases (stating the purpose, inputs and expected system response) in good time before the start of the acceptance

test for its quality assurance. If the Client does not provide the prerequisites required for carrying out the acceptance test in accordance with the contract despite a written request, the services shall be deemed to have been accepted 10 working days after the letter of request. The Client is obliged to inform leogistics immediately in writing if it becomes aware of any deviations from the contractually agreed requirements during the acceptance test.

10.3. leogistics shall prepare a written record of the Acceptance, the accuracy of which the client shall confirm by signing it. This report shall describe all defects found, and conclusively list the reasons for any refusal of Acceptance. Unless otherwise agreed, definable partial services shall also be accepted individually in accordance with these regulations. Partial acceptances already declared shall remain unaffected by subsequent acceptance tests for other services.

10.4. Unless otherwise agreed, a notified defect shall be assigned to one of the following categories:

Category 1 The defect results in an inability to use the service to be accepted or important partial services.

Category 2 The defect results in restrictions on the use of the service, which can be circumvented by appropriate measures in a manner and for a period of time that is reasonable for the Client.

The defect does not affect the functionality to such an extent that the usability of the service or the partial service to be accepted is excluded.

Category 3 The service has a defect that only insignificantly restricts its usability.

10.5. The Client is only entitled to refuse Acceptance due to category 1 defects (see clause 10.4). Defects in categories 2 and 3 do not prevent Acceptance of the service, but must be remedied as part of subsequent performances. Defects in category 1 shall be remedied by leogistics without delay and the Client shall be informed of



- this in writing and, if necessary, the services shall be re-submitted for Acceptance. The Client shall accept the services in writing without delay, if the acceptance requirements are met. Category 2 defects shall be rectified within six (6) weeks; category 3 defects within a reasonable period of time.
- 10.6.** Partial Acceptances already declared shall remain unaffected by subsequent acceptance tests for other services. The same applies to tests already carried out, except where these are affected by a defect or its rectification.
- 10.7.** The Client shall then immediately accept the service in writing if the acceptance requirements are met. Insofar as a planning document and the creation of software based on it is owed under the contract, leogistics shall only begin to create the software after the planning document has been accepted.
- 10.8.** The services shall be deemed to have been accepted - even without an express declaration by the Client and without a request for acceptance by leogistics,
- if the Client uses the service for purposes other than testing, or
 - the Client has used the work results as intended in productive operation for a period of at least 6 weeks after making them available for Acceptance, unless acceptance is justifiably refused, or
 - upon payment, unless the Client has justifiably refused Acceptance, or
 - if the Client does not report any defects that prevent acceptance within a reasonable period set by leogistics and leogistics has pointed out these consequences when setting the deadline.
- 10.9.** Unless otherwise agreed, definable partial services shall also be accepted individually in accordance with these provisions.
- 10.10.** Productive use of the work results without a prior test phase is at the Client's risk.
- 11. Material Defects (only for work performance)**
- 11.1.** The Client's statutory rights in the event of defects (Sections 634 et seq. BGB) shall remain unaffected, unless a special provision is expressly made below. leogistics guarantees that the work performance essentially corresponds to the service description. A guarantee requires express written designation as such.
- 11.2.** If the Client demands Supplementary Performance due to a defect, leogistics may, at its own discretion, remedy the defect or produce a new work. In the case of software, Supplementary Performance may also be effected by handing over or installing a new program version or a workaround solution. leogistics is entitled to a reasonable number of attempts to rectify the defect in accordance with the circumstances of the individual case and reasonable for the Client.
- 11.3.** Defects must be by means of a comprehensible description of the error symptoms and accompanied by suitable written records, such as hard copies or something similar, as proof, so that the reproduction of the error is possible. Statutory inspection and notification obligations remain unaffected.
- 11.4.** The warranty period for claims for defects is 12 months from Acceptance of the work; in the case of unjustified refusal of Acceptance and of § 646 BGB it begins with completion of the work. Claims due to a fraudulently concealed defect are subject to the regular statute of limitations.
- 11.5.** Changes or extensions to the work performance initiated by the Client exclude the warranty of leogistics, unless the change or extension is demonstrably not the cause of the defect. The same applies to defects that are attributable to improper operation or unsuitable operating conditions/equipment on the part of the Client.
- 11.6.** If a defect is attributable to information provided by the Client or to demands made by the Client for the performance of the contractual services, leogistics shall be exempt from Supplementary Performance for these defects.
- 11.7.** leogistics shall be entitled to charge the Client for the cost of examining unjustified complaints in accordance with its applicable hourly rates.
- 11.8.** If the Client is entitled to withdraw from the contract due to deficiencies in performance, it must declare its withdrawal within a preclusive period of fourteen (14) days after the reasons justifying the withdrawal have arisen. In the case of insignificant defects, withdrawal and claims for damages instead of the entire service are excluded unless the defects have been fraudulently concealed.

12. Defects of Title

- 12.1. leogistics warrants that the services it provides are free from third-party rights that would prevent them from being used in accordance with the contract.
- 12.2. If third parties assert such rights, leogistics shall defend the services against the asserted rights of third parties at its own expense, provided that the Client informs leogistics immediately in writing of the assertion of such third-party rights, grants leogistics the necessary powers and authorizations, and provides appropriate and reasonable support. The Client is not entitled to recognize claims of third parties and must either leave any dispute, including any out-of-court settlements, to leogistics or only conduct it by mutual agreement.
- 12.3. If there are defects of title, leogistics is entitled, at its own discretion, to defend/enforce the contractual use of the services by taking suitable measures against the assertion of third-party rights or to modify or replace them in such a way that third-party rights are not infringed, or third parties do not assert an infringement of rights. However, the agreed functionality of the services must not be unreasonably impaired by the defense actions. Furthermore, leogistics is obliged to reimburse the Client for the necessary reimbursable costs of legal actions.
- 12.4. If the rectification of defects pursuant to Section 12.3 fails within a reasonable grace period set by the Client, the Client may withdraw from the contract or reduce the purchase price and claim damages within the limits of liability set out in Section 13.
- 12.5. In all other respects, Sections 11.4 to 11.8 apply accordingly.

13. Liability

- 13.1. leogistics shall be liable for damages, reimbursement of expenses and indemnification for any legal reason in accordance with the conditions of letters a) to e):
- The Liability of leogistics for damages caused intentionally or through gross negligence by leogistics, or by a vicarious agent or legal representative of leogistics, is unlimited in amount.
 - In the case of damages resulting from injury to life, limb or health, liability is unlimited in amount, even in the case of a simple negligent breach of duty by leogistics or a legal representative or vicarious agent of leogistics.

- Liability is also unlimited in terms of amount for damages caused by serious organizational negligence on the part of leogistics, as well as for damages caused by the absence of a guaranteed quality (§§ 444, 639 BGB).
- In the event of a negligent breach of a material contractual obligation, the liability of leogistics is limited to compensation for the foreseeable, typically occurring damage. An essential contractual obligation in this sense is any obligation that makes the proper fulfillment of the contract possible in the first place and on whose compliance the Client relies on and may also rely. This applies, in particular, to the obligation of leogistics to produce a work in accordance with the contract. The parties agree that the foreseeable, typically occurring damage shall not exceed €100,000 or, if higher, the order value. When concluding an individual contract, the parties may agree on further liability in return for separate remuneration.
- In cases of product liability, leogistics is liable in accordance with the Product Liability Act.

13.2. Any further liability of leogistics for damages, in particular liability without fault, is excluded.

13.3. If damage is attributable both to the fault of leogistics and to the fault of the Client, the Client must allow his contributory negligence to be taken into account.

13.4. The Client is responsible for regularly backing up its own systems, including the data, in a manner appropriate to the importance of the data. In the event of data loss for which leogistics is responsible, leogistics is therefore only liable for the costs of duplicating the data from the backup copies to be made by the Client and for the costs of restoring the data that would have been lost even if the data had been properly backed up.

13.5. leogistics accepts no liability for the content, functionality and accuracy of software not produced by leogistics (in particular SAP standard software). This warranty is the sole responsibility of the manufacturer of the software.

14. Confidentiality, Data Protection

14.1. The Parties undertake to treat as confidential all confidential information of which they become aware of during the performance of the contract and to use it



- only for contractually agreed purposes. Confidential information within the meaning of this provision is, in particular, Products (software in object and/or source code together with documentation), information, documents, details, data, leogistics coding and customizing, know-how, concepts, tender documents, business and trade secrets, details of manufacturing processes, business relationships, business strategies, business plans, financial planning and personnel matters.
- 14.2. The only exceptions to confidentiality is confidential information that was publicly accessible at the time of disclosure or became publicly accessible thereafter; that the receiving contracting party obtained from a third party without violating a direct or indirect confidentiality obligation; that was already in the possession of or known to the receiving contracting party at the time of disclosure, or that was developed by the receiving contracting party independently of the confidential information. The duty of confidentiality shall continue to apply for two years after termination of the contractual relationship. This does not apply to personal data which the parties will treat confidentially for an unlimited period of time.
- 14.3. Trade secrets and know-how of the other party to the contract may not be used without its prior written consent.
- 14.4. In particular, leogistics shall oblige all employees involved in data processing to maintain data secrecy. The Client assures that it has created all legally necessary prerequisites (e.g. by obtaining declarations of consent) to enable leogistics to provide its services in compliance with data protection regulations. If leogistics collects, processes or uses personal data on behalf of the Client, the parties shall conclude a separate data processing agreement for this purpose. The data processing shall be carried out in accordance with the Client's instructions. In this respect, the Client is solely responsible for the lawfulness of data transfer and processing.
- 14.5. The parties are aware that electronic and unencrypted communication (e.g. by email) is subject to security risks. For this type of communication, they will therefore not assert any claims based on the lack of encryption, unless encryption has been agreed.
- 14.6. The legal texts of the GDPR (General Data Protection Regulation) shall apply. The parties undertake to comply with the statutory provisions on data protection and

to impose compliance with these provisions on their employees.

- 14.7. If leogistics receives access to the Client's hardware and software, this is not for the purpose of processing or using personal data for business purposes. Rather, a transfer of personal data only takes place in exceptional cases and as a secondary consequence of the contractual service provided by leogistics.
- 14.8. The Client assures that it has created all legally necessary prerequisites (e.g. by obtaining declarations of consent) to enable leogistics to provide its services in compliance with data protection regulations. If leogistics collects, processes or uses personal data on behalf of the client, the parties shall conclude a separate data processing agreement for this purpose. The order processing shall be carried out in accordance with the Client's instructions. In this respect, the client is solely responsible for the legality of the data transfer and processing.
- 14.9. The Client expressly agrees that its data in connection with the contract, in particular names, business addresses, telephone numbers and e-mail addresses of employees and subcontractors, may be processed, used in internal systems and transmitted to companies affiliated with leogistics for the purpose of carrying out the business relationship with leogistics and its subcontractors. The Client may revoke this consent at any time.

15. Reference Information

leogistics is entitled to use the Client's name, its brand and information about the project as a reference or for marketing purposes until revoked, which is subject to the aforementioned confidentiality obligation. This relates, in particular, to the use in marketing brochures, websites, project applications and internal and external presentations in the sense of a list of leogistics' relevant Clients. The client may revoke this consent at any time.

16. Termination

- 16.1. Service and work contracts may be terminated subject to the statutory requirements and legal consequences (Sections 648, 648a BGB). Both Parties are entitled to terminate the contract without notice for good cause.
- 16.2. A good cause for leogistics shall be deemed to exist in particular if insolvency proceedings are opened against

the Client's assets or if such proceedings are refused due to lack of assets, or if the Client's financial circumstances deteriorate significantly.

- 16.3. In the event of a change of control, leogistics shall be entitled to terminate this contract without notice. The Client shall be obliged to inform leogistics immediately of any impending change of control. "Change of control" refers to any transaction or event whereby one party acquires or takes control of the Client, whether through the acquisition of shares, merger, takeover, consolidation or otherwise. "Control" in this case means the ownership of more than 50% of the voting rights or capital of the customer.
- 16.4. Notices of termination must be made in writing to be effective.

17. Final Provisions

- 17.1. The contract, the preceding General Terms and Conditions for Services and Works and the contractual annexes fully reflect the content of the agreements made. There are no verbal collateral agreements. Amendments or supplements must be made in writing. This also applies to the amendment of this written form clause.
- 17.2. The complete or partial transfer of rights and obligations of leogistics under this contract to third parties is only possible with prior consent of the Client. The Client shall only refuse its consent for good cause. Affiliated companies within the meaning of §§ 15 ff. AktG are not third parties within the meaning of this contract.
- 17.3. If leogistics is unable to provide its contractual services or is unable to provide them on time due to circumstances for which leogistics is not responsible, in particular due to Force Majeure, the performance obligations shall be suspended or postponed and must be redefined by mutual agreement between the parties. Force Majeure within the meaning of this section includes, for example natural disasters of any kind (in particular storms, earthquakes, floods, volcanic eruptions), but also fires, epidemics, traffic accidents, hostage-taking, wars, riots, civil wars, revolutions, terrorism, sabotage, strikes taking place at a third party, nuclear / reactor accidents, in the industrial sense machine damage / production disruptions or other events unavoidable for leogistics, which make the fulfillment of the order in whole or in part, permanently or temporarily

impossible. The resulting postponements do not lead to default or poor performance on the part of leogistics and therefore neither to compensation nor to contractual penalties.

- 17.4. If individual provisions of the contract, these GTC or other contractual annexes are or become invalid, this shall not affect the validity of the remaining provisions. Invalid provisions shall be replaced by mutual agreement by such provisions that are suitable for achieving the desired economic purpose, taking into account the interests of the contracting parties. The same applies to contractual loopholes.
- 17.5. Neither Party may knowingly solicit or hire employees of the other Party during the term of the respective agreement and for a period of twelve (12) months after its termination without the express written consent of the other Party. This provision shall not restrict the right of either Party to advertise or recruit in the media generally.
- 17.6. The Client acknowledges that the Services may be subject to various export control laws and regulations regarding embargoes, sanctions of an economic, commercial or financial nature, and other restrictive measures of the country in which the Services are provided or received, in accordance with these GTC or a separate contract that also includes technologies. The Client confirms that it strictly observes and complies with these restrictive rules and regulations and does not export or re-export the services to a restricted or restricted country without having obtained all necessary permits and authorizations. The export of the contractual items and documents may be subject to authorization due to their nature or intended use, among other things.
- 17.7. Should any dispute arise out of and in connection with these Terms and Conditions, a separate agreement or contract, both parties shall endeavor to resolve such dispute amicably within a period of thirty (30) days from the date of the first occurrence of such dispute. In the event that the parties fail to reach an agreement within the thirty (30) day period (calculated from the notification by one party to the other party that a dispute has arisen), any such dispute arising out of or in connection with this Agreement, including any question as to its existence, validity or termination, shall be

referred to and finally resolved by the courts in Germany.

17.8. The place of jurisdiction for merchants, legal entities under public law or special funds under public law is Heidelberg.

17.9. All contracts concluded between the parties subject to these GTC shall be governed by the law of the Federal

Republic of Germany with the exception of the UN Convention on Contracts for the International Sale of Goods (CISG United Nations Convention on Contracts for International Sale of Goods dated April 11, 1980). Any reference to foreign law in accordance with the principles of private international law (IPR) is excluded.