

General Terms and Conditions of MeJuvante GmbH for Work and Services (GTC)

Version 5.0, August 2026 (successor to Version 4.3, March 2010)

English version. These GTC apply exclusively to entrepreneurs (Section 14 of the German Civil Code, BGB). For consumer transactions in the online store, the separate Store GTC apply. In case of any inconsistency between this English version and the German version, the German version prevails.

In these GTC, “Contractor” means MeJuvante GmbH and “Client” means the customer.

Section 1 Subject Matter of the Contract

- (1) These General Terms and Conditions of MeJuvante Unternehmensberatung govern the provision of specified contract-for-work and contract-for-services performances by MeJuvante GmbH — hereinafter the Contractor — for the customer — hereinafter the Client.

(1.1) The Contractor’s services are agreed in the offer as either work performances (contract for work) or service performances (contract for services).

(1.2) For work performances, the Contractor is responsible for the supervision, control and monitoring of the provision of services and for the services rendered. The organisational integration of the Contractor’s services into the Client’s operations is to be carried out by the Client on its own responsibility. It is noted that, according to the state of the art, it is not possible to exclude errors in information technology programs under all conditions of use.

(1.3) Service performances serve the strategy, process, organisational and system consulting and support of the Client.

(1.4) The Contractor provides these in accordance with the principles of proper professional practice through qualified employees on its own responsibility.

(1.5) The employees required to provide the service are selected and deployed by the Contractor. The selection of employees is made in consultation with the Client.

(1.6) The Client is responsible for the results it seeks to achieve, and can achieve, through the Contractor’s work or service performances.

- (2) A contract is formed upon acceptance or provision of the service by the Client and the Contractor. With the service, the Client receives the reference to the GTC, which apply to all subsequent offers until amended.
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Section 2 Planning and Execution Conditions, Completion Date, Acceptance, Responsibilities of the Parties

- (1) The offer contains the “description of services”, the planning and execution conditions, the definition of the functions and specifications (performance features)

of a work, and details of the parts, devices, programs and other required products to be used.

- (2) The parties agree in the offer on a schedule for the provision of services and a planned completion date for the conclusion of service performances, as well as a planned or fixed completion date for the completion and handover of work performances.
- (3) For service performances, the Contractor and Client define the task, approach and objective of the consulting service individually in text form.

(3.1) For work performances, the Contractor will, at the completion date and to the extent agreed in the offer, demonstrate the fulfilment of the performance features according to defined acceptance criteria, using test data and test scenarios to be provided by the Client, in an acceptance test.

(3.2) The Client will accept the work performances without undue delay after handover and/or a successful acceptance test.

(3.3) Insignificant deviations from the agreed performance features and acceptance criteria do not entitle the Client to refuse acceptance.

(3.4) The Contractor's obligation to remedy defects under Section 12 (Warranty) remains unaffected.

(3.5) As soon as components or partial results are used productively by the Client, they are deemed accepted.

(3.6) At acceptance, a protocol to be signed by both parties is to be drawn up, confirming the conformity of the agreed service with the acceptance criteria. A list of the defects identified at acceptance is attached. The defects are classified into defect classes.

(3.7) If the Contractor fails, for reasons within its responsibility, to demonstrate the agreed performance features by the completion date or, where necessary, within a reasonable grace period, the Client may, after expiry of the grace period, withdraw from the contract in whole or in part. In this case, Section 17(4) applies accordingly.

(4) The following defect classes are agreed for acceptance:

(4.1) Defect class 1: The intended (economically reasonable) use is impossible or unreasonably restricted or hindered by such defects.

(4.2) Defect class 2: The intended use is not so far impaired that the acceptance test cannot nonetheless continue. Such defects are remedied as far as possible during the agreed duration of the acceptance test.

(4.3) Defect class 3: The intended use is not, or only insignificantly, restricted by such defects.

(5) The final assignment of these defects to one of the above defect classes is made by mutual agreement between the parties.

(5.1) Defects of defect class 2 remaining after acceptance, and defects of defect class 3, are remedied under the warranty according to a schedule to be drawn up jointly.

(5.2) Defects of defect class 1 constitute “significant deviations”; defects of defect classes 2 and 3 constitute “insignificant deviations”. Due to defects in devices and programs of other manufacturers not supplied under this contract, and/or operating errors not attributable to the Contractor, neither may the acceptance test be extended nor acceptance refused.

- (6) The Client will provide the Contractor with the necessary working conditions (such as system capacity, data display devices, premises, telephone and network connections, etc.) free of charge. Where applicable, further responsibilities of the parties are listed in the offer. In providing the service, the Contractor depends on the Client fulfilling the responsibilities it has assumed on time. If this does not happen and delays and/or additional work result, the Contractor may — without prejudice to further statutory rights — demand changes to the schedule and prices.
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Section 3 Changes to the Scope of Services

- (1) Either party may request changes to the agreed scope of services from the other party in text form. Upon receipt of a change request, the recipient will examine whether and on what conditions the change is feasible and will notify the requesting party of its approval or rejection without undue delay in text form, giving reasons where appropriate. If a change request by the Client requires extensive review, this will be agreed separately. The review effort for this may be charged by the Contractor.
 - (2) The contractual adjustments required for a review and/or change are set out in text form (additional change agreement/offer) and are formed in accordance with Section 1(2).
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Section 4 Prices and Payment Terms

- (1) Work and service performances are charged at the fixed price stated in the offer or, in accordance with Section 4(2), on a time-and-materials basis after completion or acceptance of the services, unless another form of invoicing is agreed in the offer.
- (2) For work and service performances on a time-and-materials basis, the working and travel times incurred and the parts consumed are charged at the prices stated in the offer applicable at the time of the service. Other services, including subsistence and travel costs, are charged additionally.
- (3) The prices stated in the offer for work and service performances on a time-and-materials basis may be changed by the Contractor with three months' notice, for the first time 12 months after the formation of a contract. The Client's right of termination under Section 17 is noted.
- (4) Estimated prices stated in the offer for work and service performances on a time-and-materials basis are non-binding. The quantity assumptions underlying an estimate are based on an assessment of the scope of services carried out to the best of the Contractor's knowledge. If the Contractor determines during the provision of services that the quantity assumptions are being exceeded, it will notify the Client without undue delay. Until the Client's written consent is provided, the Contractor will not exceed the quantity assumptions underlying the estimated price.

- (5) If the Client concludes an employment contract with a candidate presented by MeJuvante Services (as part of the Recruiting Services) or with an employee employed by MeJuvante (as part of the Consulting Services) within one year, MeJuvante receives — regardless of the duration of employment — a placement fee according to the following scale:

Gross annual salary	Fee
0 – 39,999 €	10,000 € (flat)
40,000 – 49,999 €	24 %
50,000 – 59,999 €	26 %
> 60,000 €	30 %

The placement fee is calculated on the gross annual remuneration agreed between the Client and the candidate, plus the statutory VAT, but at least 10,000 €.

- (6) If the Client engages an employee presented by MeJuvante (as part of the Consulting Services or management consulting services) within the scope of a service, the following costs apply according to skill level:

Skill level	Fee (per hour)
Junior Consultant	130.00 €/hr
Consultant	175.00 €/hr
Senior Consultant	194.00 €/hr
Managing Consultant	225.00 €/hr
Vice President	315.00 €/hr

If consultants work longer than 8 hours, an overtime surcharge of 30 % applies. On Sundays and public holidays, a surcharge of 100 % applies. For SME consulting, the average hourly rate of 125.00 €/hr recommended by the Chamber of Industry and Commerce (IHK) is charged for the skill levels Junior Consultant, Consultant and Senior Consultant. For the other skill levels, a rate of 180 € applies.

- (7) VAT is invoiced at the rate applicable at the time of the service. If the VAT rate changes within the contract period, the periods with the respective VAT rates are deemed to be agreed separately.
- (8) Invoices are payable upon receipt without deduction. If the invoice amount is not received within 14 days of the due date, the Contractor is entitled to claim default interest at the statutory rate (Section 288 BGB).
- (9) The Client may only offset if its counterclaim is undisputed or has been legally established.

Section 5 Deployment of Personnel

- (1) The parties each designate a contact person for mutual coordination and clarification of all questions arising in the course of the provision of services. The contact person designated by the Client will promptly provide the Contractor with the necessary information, make decisions or bring them about.

- (2) During the provision of services, the parties are each responsible for the selection, supervision, control and remuneration of their own deployed employees.
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Section 6 Subcontracts

- (1) The Contractor may have work and service performances carried out in whole or in part by subcontractors it designates.
 - (2) The conditions for the Contractor's personnel contained in these GTC apply to the same extent to a subcontractor's personnel.
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Section 7 Confidential Information

- (1) The parties will treat material and not generally known matters of the other party with the care customary in business dealings. In particular, the Contractor is only entitled, with the Client's consent, to make reports, documents, expert opinions, other written statements and results of its activity accessible to third parties.
 - (2) Protection of particularly confidential information going beyond this, and the associated definition of prerequisites and conditions, each require the conclusion of a separate written agreement (confidentiality agreement). Ideas, concepts, know-how and techniques relating to information processing may be freely used by the parties insofar as no protective rights conflict.
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Section 8 Data Protection

- (1) The Contractor processes personal data solely in accordance with the General Data Protection Regulation (GDPR), the German Federal Data Protection Act (BDSG) and other applicable data protection provisions. Details on the processing of personal data of the Client's contacts and employees, and on data subject rights, are set out in the Contractor's Privacy Policy, available at <https://www.mejuvante.com/datenschutzrichtlinie>.
 - (2) Insofar as the Contractor processes personal data on behalf of the Client in the course of providing services, the parties conclude a separate data processing agreement pursuant to Art. 28 GDPR.
 - (3) Both parties take the technical and organisational measures required under Art. 32 GDPR to protect personal data.
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Section 9 Client's Duties to Cooperate

- (1) To implement the business relationship entered into by the parties and, in particular, the Contractor's obligation to provide services, close cooperation by the Client is indispensable. This cooperation is therefore a material contractual duty. Within this scope, the Client is obliged to create, free of charge, the conditions within its sphere of operations necessary for the proper performance of the contract. This includes, in particular, the provision of appropriate workspaces for the Contractor's employees,

including all necessary work equipment and the associated infrastructure (e.g. IT systems, telecommunications systems, etc.). Furthermore, the Client undertakes to provide all necessary information and documents, naming the associated contact persons.

- (2) The Client also designates a contact person available to the Contractor's employees during the agreed working hours; the contact person is authorised to make declarations necessary as interim decisions in the course of continuing the assignment.
 - (3) The Contractor's employees are granted access at all times to the information necessary for their activity. The Client also undertakes to supply the Contractor in good time with all relevant documents and to inform it of all processes and circumstances that could be significant for the performance of the assignment. This also applies to documents, processes and circumstances that only become known during the Contractor's activity.
 - (4) At the Contractor's request, the Client must confirm the completeness of the documents submitted and the information and statements given in a declaration formulated by the Contractor in text form.
 - (5) The Client warrants that the reports, organisational plans, drafts, drawings, statements, programs, calculations, expert opinions and other documents prepared by the Contractor within the scope of the assignment are used only for its own purposes. Insofar as copyrights have arisen in the Contractor's work results, they remain with the Contractor.
 - (6) If the Client fails to fulfil one of its duties to cooperate as agreed, the resulting consequences, such as additional services and delays, are borne by the Client. The Contractor may invoice the Client for the additional work performed.
 - (7) The Client warrants that the reports, tax records, revenue records, etc. to be prepared within the scope of the assignment and for the purpose of invoicing are made available to the Contractor for invoicing immediately upon their arrival or availability. If such information is not made available to the Contractor, further billing of the service is carried out in accordance with Section 4 (Prices and Payment Terms), at least at the average rate of 125.00 €/hr.
 - (8) All duties to cooperate listed here are material principal obligations of the Client and are agreed as such.
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Section 10 Default of Acceptance

- (1) If the Client or a third party engaged by it is in default of acceptance of the services, or if the Client omits or delays one of its duties to cooperate under Section 9, the Contractor may demand the agreed remuneration for the services not provided as a result and is entitled to terminate the contract without notice.
- (2) The rights under Section 10(1) are available to the Contractor in particular where, in performing an assignment, the cooperation of the Client and/or of third parties engaged by it is of influence and this cooperation is not provided in an appropriate manner, in kind and scope, by suitable persons. The Contractor is in no case liable for

damages connected with the provision of cooperation services by the Client and/or third parties engaged by it.

- (3) The Contractor's claims for compensation of the additional expenses incurred remain unaffected.

Section 11 Ownership and Rights of Use

- (1) Materials are written works or other copyright-protected works (work results) handed over to the Client in accordance with the agreed scope of services in written, machine-readable or other form of representation; e.g. programs, program listings, utility programs, documentation, protocols, drawings and similar works. The term "Materials" does not include programs subject to their own licence terms.
- (2) Changes and modifications to existing materials are designated in the offer as "adaptations". Before the adaptation, the Client will provide the Contractor with corresponding consent of the rightholder of the existing material.
- (3) The Contractor specifies the materials handed over to the Client. The Contractor or third parties hold all ownership or usage rights (including copyright) in the materials that arise during the performance of the services or already existed beforehand. Unless otherwise regulated in the offer, the Client receives a copy of these specified materials and, for this, the irrevocable, non-exclusive, worldwide right to use, execute, reproduce, display, transmit and distribute copies of these materials within its enterprise. The Client is obliged to apply the copyright notice and other ownership notices to every copy made under these conditions.
- (4) An enterprise within the meaning of the GTC is any legal person (GmbH, AG, etc.) and any subsidiary in which a shareholding of more than 50 percent exists.
- (5) For inventions created or developed at one of the parties during the provision of services and for which protective rights can be registered, the following applies:
 - (5.1) Inventions by the Client's employees belong to the Client, and those by the Contractor's employees belong to the Contractor. For these inventions and any protective rights granted for them, the parties grant each other a non-exclusive, irrevocable, worldwide and royalty-free licence for their enterprise.
 - (5.2) Inventions made jointly by employees of the Client and the Contractor, and any protective rights granted for them, belong to both parties. Each party has the right to grant licences for such inventions to third parties or to transfer its rights without informing the other party or making payments to it.

Section 12 Warranty

- (1) For work performances, the Contractor warrants that the performance features agreed in the offer are fulfilled and correspond to the subject matter of the service. The Contractor will remedy warranty defects reported by the Client in text form. The warranty period begins with acceptance (see Section 2) and is 12 months. If a defect is not remedied within a reasonable time, the Client may, at its option, demand a

reduction of the price or, if the value or usability of the work is significantly diminished, rescission of the contract.

- (2) The warranty lapses for programs that the Client modifies or otherwise interferes with, unless it is proven that this was not the cause of the defect.
 - (3) The Contractor may demand remuneration for its effort where it has acted on the basis of a defect report, if it proves that it is not responsible for the defect.
 - (4) For service performances, there is no warranty claim.
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Section 13 Liability

- (1) The Contractor is liable without limitation for damages resulting from the absence of warranted characteristics, based on the fraudulent concealment of defects or on a breach of material contractual obligations (cardinal obligations) endangering the purpose of the contract, for personal injury, and for damages caused intentionally or through gross negligence by it or its vicarious agents and resulting in damages from injury to life, body or health.
 - (2) In the event of slightly negligent causation of damage, the Contractor is liable, on whatever legal ground, only up to the amount of EUR 25,000 (twenty-five thousand euros) or, if the value of the damage-causing service is higher, up to the amount of the price of the damage-causing service.
 - (3) In the event of slight negligence, the Contractor is not liable for lost profits, savings not realised, compensation for wasted expenditure, damages from third-party claims and other indirect and consequential damages, or for recorded data, even if the Contractor was informed of the possibility of such damages.
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Section 14 Force Majeure

- (1) Force majeure, riot, strike, lockout and non-culpable significant operational disruptions entitle the Contractor to postpone the fulfilment of its obligations for the duration of the impediment and for a reasonable period thereafter. The Contractor informs the Client without undue delay of the occurrence of such a circumstance.
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Section 15 Performance Disruptions

- (1) If the service is not provided in accordance with the contract and the Contractor is responsible for this, the Contractor is obliged to provide the service in conformity with the contract within a reasonable period without additional costs for the Client. A prerequisite is a complaint by the Client, which must be made without undue delay and in text form. The complaint must be made no later than within 2 weeks of becoming aware, or from the point at which the Client should have become aware without gross negligence. If the contractual provision of the service fails in material parts, for reasons within the Contractor's responsibility, within a reasonable grace period to be set by the Client in text form, the Client is entitled to terminate the contract without notice.

- (2) In this case, the Contractor is entitled to remuneration for the services provided in accordance with the contract up to the point at which termination takes effect. Remuneration is only forgone for those services for which the Client proves, within two weeks of termination, that they are not usable or of no interest to it. The right to extraordinary termination remains unaffected. Further claims of the Client due to qualitative performance disruptions are excluded. This exclusion does not apply in cases of intent or gross negligence, nor in the case of injury to life, body or health.
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Section 16 Third-Party Rights

- (1) The Contractor will defend the Client against all claims derived from an infringement of an industrial property right or copyright by materials used in accordance with the contract, and will reimburse the Client for costs and damages imposed by a court or contained in a settlement previously approved by the Contractor, provided the Client has notified it of such claims without undue delay in text form and all defensive measures and settlement negotiations are reserved to the Contractor. If such claims have been asserted or are to be expected, the Contractor may, at its expense, modify or replace the materials. If this, or the obtaining of a right of use, is not possible with reasonable effort, the Client agrees to return the materials to the Contractor. In this case, the Contractor reimburses the Client at most the amount paid to the Contractor for the creation of these materials.
- (2) The Contractor's liability is excluded where claims are based on the fact that
- (2.1) components provided by the Client are incorporated into materials, or the Contractor had to observe, in creating the materials, drafts, specifications or instructions supplied by the Client or by third parties on the Client's behalf, or
- (2.2) the materials are modified by the Client or used under conditions other than those specified, or
- (2.3) the materials are combined or used with other materials not supplied by the Contractor as a system, or the materials are combined or used with a product, data, facilities or business methods not supplied by the Contractor, or
- (2.4) the materials are distributed, operated or used in the interest of third parties outside the Client's enterprise, or
- (2.5) the infringement of a protective right or copyright occurs solely through non-Contractor materials.
- (3) The Client indemnifies the Contractor and its subcontractors against all liability for third-party claims arising from an unauthorised handover for adaptation pursuant to Section 11(2), unless intent or gross negligence of the Contractor or its vicarious agents is present.
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Section 17 Contract Duration and Termination

- (1) The contracts concluded between the Client and the Contractor each end upon expiry of the agreed period. A deviating termination arrangement requires a written agreement. The mutual right to extraordinary termination remains unaffected.

- (2) The Client and the Contractor may terminate a contract if the other party fails to fulfil its contractual obligations — even after a reasonable grace period has been granted.
 - (3) After a termination pursuant to Section 17(1) and (2), the Contractor will cease all work to fulfil the affected subject matter of the service without undue delay or according to a schedule agreed with the Client. The Client then pays the agreed price less the proportionate price for the agreed scope of services saved by the termination.
 - (4) If the Client terminates for reasons within the Contractor's responsibility, it pays the price only for those parts of the services received that are usable for it.
 - (5) Insofar as contractual terms are by their nature not limited in time, they also apply after termination of the contractual relationship and for any legal successors or contract assignees.
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Section 18 Duties of Loyalty

- (1) The Client and the Contractor undertake to be mutually loyal. In particular, the hiring or other employment of employees or former employees who were involved in the performance of the assignment is to be refrained from, before the expiry of 12 months after the end of the cooperation.
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Section 19 Remuneration

- (1) The details of remuneration are generally governed in text form in the respective offer and individual contract.
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Section 20 Business Partners

- (1) The Contractor has concluded agreements with certain partners (hereinafter "Business Partners") for the marketing and support of their products and services. Insofar as a Business Partner brokers work and service performances subject to these GTC, these GTC apply exclusively. However, the Contractor is neither responsible for the Business Partner's activities, nor for any assurances the Business Partner makes to the Client, nor for products and services offered by the Business Partner under its own contracts.
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Section 21 General

- (1) The transfer of rights and obligations under a contract requires the prior written consent of the Client and the Contractor only where it does not concern a transfer to an affiliated company or a legal successor. Consent may only be refused for good cause.
 - (2) Otherwise, a third party may at most assert rights under a contract pursuant to Section 16 ("Third-Party Rights") and Section 13 ("Liability").
 - (3) The use of trademarks, trade names or other designations in advertising or other publications requires the prior written consent of the rightholder.
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- (4) The Client agrees that the Contractor and its affiliated companies may process the contact information of the contact persons necessary for performance of the contract (name, telephone number and email address) within the existing business relationship in accordance with the GDPR. Any further processing, in particular for advertising purposes, takes place only on the basis of a legal ground under Art. 6 GDPR; details are governed by the Privacy Policy.
 - (5) Before the Client or the Contractor takes legal action due to non-fulfilment of a contractual condition, the affected party must be enabled to fulfil it in an appropriate manner.
 - (6) Claims under a contract become time-barred in accordance with the statutory provisions.
 - (7) Legal acts relating to a contract should be made at least in text form.
 - (8) It is the Client's responsibility to comply with the applicable import and export laws.
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Section 22 Governing Law and Place of Jurisdiction

- (1) Amendments and additions require at least text form for their validity. Conflicting terms and conditions of the Client do not apply. This contract is governed exclusively by German law; the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded. The place of performance for all obligations and disputes arising from the individual contracts is the Contractor's registered office. The exclusive place of jurisdiction is Frankfurt am Main, provided the Client is a merchant, a legal person under public law or a special fund under public law.
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Section 23 Final Provisions

- (1) Should parts of these provisions be or become wholly or partially void or invalid, the remaining provisions nonetheless remain in force. The parties undertake to replace the invalid provisions with economically equivalent ones.
- (2) Individual contractual agreements take precedence over these GTC (Section 305b BGB). Additions and amendments require at least text form.