

## **General Terms and Conditions of promio.net GmbH for promio.consult**

promio.net GmbH, Giergasse 2, 53113 Bonn, Germany, (hereinafter referred to as "**provider**") offers companies (hereinafter referred to as "**client**") the services in the area of business consulting against payment.

### **§ 1 General provisions**

(1) The following General Terms and Conditions of the provider for the provision of consulting services (hereinafter referred to as "**GTC promio.consult**") contain, together with the contract (hereinafter referred to as "**contract**"), the conditions for the consulting services offered by the provider as well as related services of the provider.

(2) Should the provisions of the contract contradict the provisions of these GTC promio.consult, the provisions of the contract take precedence over the provisions of these GTC promio.consult.

(3) The GTC promio.consult of the provider apply exclusively. Opposing, additional or deviating conditions of the client from these GTC promio.consult do not become part of the contract, unless the provider has expressly agreed to their validity. The GTC promio.consult of the provider is also valid if the provider executes a service in knowledge of opposing or deviating conditions of the client without reservation.

(4) The GTC promio.consult of the provider apply only if the client is an entrepreneur (§ 14 BGB), a legal entity of the public right or public legal fund assets.

### **§ 2 Subject matter of the contract**

The subject of these GTCs promio.consult is the provision of the consulting services agreed in more detail in the contract.

### **§ 3 Cooperation obligations of the client**

The client will fulfill all obligations necessary to fulfill the consulting contract. In particular, he shall immediately submit all necessary information and documents requested by the provider or enable the provider to access such data.

### **§ 4 Remuneration**

(1) The remuneration for the consulting services to be rendered is specified in the contract.

(2) Remuneration plus VAT shall be owed at the statutory rate applicable in each case.

(3) Unless otherwise agreed in the contract, the remuneration is due for payment without deduction within 14 days of the invoice date.

## **§ 5 Applicable law**

The contractual relationship for the consulting services is exclusively subject to the German service contract law.

## **§ 6 Data security, data protection**

(1) The parties shall obey the respective applicable data protection regulations, in particular those valid in Germany, and shall oblige their employees assigned in connection with the contract and its execution to maintain data secrecy in accordance with §5 BDSG, unless they are already generally required to do so.

(2) The provider will collect and use customer-related data only to the extent required for the execution of this contract. The client agrees to the collection and use of such data within that scope.

(3) If necessary, the parties shall sign an agreement on commissioned data processing in accordance with § 11 BDSG. In case of contradictions between this contract and the commissioned data processing agreement, the latter shall prevail.

## **§ 7 Confidentiality**

Unless a separate confidentiality agreement has been made between the provider and the client, non-disclosure is as follows:

(1) The contracting parties shall maintain secrecy on all information which they have obtained in the course of this contractual relationship and which is to be treated confidentially, or shall use such information only with the prior written consent of the other party for third parties - irrespective of the purpose. The information to be treated as confidential includes the information explicitly designated as confidential by the party providing the information and such information whose confidentiality is clearly determined by the circumstances of the transfer. Especially the application data are to be treated confidentially by the provider, should he gain knowledge of them.

(2) The obligations under paragraph 1 shall not apply to such information or parts thereof for which the receiving party proves that

- they were aware of them or that they were generally accessible prior the date of receipt;
- they were aware of them or that they were generally accessible to the public prior the date of receipt;
- they were aware of them or that they were generally accessible to the public prior the date of receipt, without the party receiving the information being responsible for this.

(3) Public statements of the parties on a cooperation shall only be made by prior mutual agreement.

(4) The obligations under paragraph 1 shall continue to exist beyond the end of the contract for an indefinite period of time, for as long as an exception under paragraph 2 is not proven.

#### **§ 8 Term, termination**

(1) The contractual relationship begins with the establishment of the contract and is concluded for an indefinite period of time, unless the contract specifically states otherwise.

(2) Unless otherwise agreed in the contract, the contractual relationship may be terminated by either party in writing with one month's notice to the end of a calendar year.

(3) Regardless of the provision in paragraph 2, the provider can terminate the contract without notice if the client is in default of payment of the remuneration for two consecutive months or of a not inconsiderable part of the remuneration.

#### **§ 9 Final provisions**

(1) The Provider is entitled to use third parties as subcontractors for the provision of his services.

(2) If the client is a merchant as defined by the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the place of jurisdiction for all possible disputes arising from the business relationship between the provider and the client is Bonn. The provider is also entitled to take legal action at the client's headquarters and at any other permissible place of jurisdiction.

(3) The relations between us and the client are subject exclusively to the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

(4) Should individual provisions of these GTC be or become invalid, the validity of the remaining provisions shall not be affected thereby.

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