

# General Terms and Conditions for the Services of P AG

## 1 Cooperation between the contracting parties

1. Parmenides AG (hereinafter referred to as "P AG") provides services to the client in face-to-face or remote format. Services can be consulting services or the implementation of workshops and/or projects in the field of strategy, innovation, or transformation. These services are provided in accordance with § 611 BGB<sup>1</sup> (service contract).

2. The content and scope of the services result from the respective offer of P AG. Venues can be:

- a) Locations of P AG
- b) Places of presence of the participants (e.g., several participants of a customer)
- c) Online platforms (e.g., MS Teams, Zoom, etc.)

3. The client is responsible for the project and the overall result.

## 2 Remuneration

1. The remuneration for the provision of the services results from the contract. In addition to this remuneration, the applicable value added tax will also be invoiced.

2. The client shall reimburse ancillary costs, e.g., for necessary travel and any necessary overnight stays. Before the start of a trip, the contracting parties agree on details (e.g., dates, use of the train or plane instead of a car).

## 3 Rights to the Service Results

Upon full payment of the agreed remuneration, the client receives the non-exclusive, irrevocable right to the results.

## 4 Liability

1. The contractor shall be liable without limitation for personal injury (injury to life, limb, or health) for which he is responsible and, in the event of property damage for which he is responsible, shall reimburse the expenses for the restoration of the items up to an amount of 100,000 euros per damage event, limited to a maximum of two damage events in total. In the event of damage to data carrier material, the obligation to pay compensation does not include the expense of recovering lost data and information.

2. Further claims for damages or reimbursement of expenses on the part of the customer than those expressly mentioned in this agreement, regardless of the legal grounds, in particular claims due to business interruption, loss of profit, loss of information and data or consequential damage caused by a defect, are excluded, unless liability is mandatory, e.g., under the Product Liability Act or in cases of intent, gross negligence or breach of essential contractual obligations. However, the reimbursement of damages or expenses due to breach of essential contractual obligations is limited to the foreseeable damage typical for the contract, unless there is intent or gross negligence.

## 5 Confidentiality, subcontracting

1. The contracting parties shall use all documents, information and data received, which are designated as confidential, only for the execution of this contract. As long as and to the extent that they have not become generally known, the contracting parties shall treat the aforementioned documents and information confidentially vis-à-vis third parties not involved in the execution of the contract. These obligations shall remain in force even after the termination of the Agreement.

2. The Contractor may subcontract but shall impose obligations on the subcontractors in accordance with Section 5.1.

## 6 Data protection

The contracting parties comply with the statutory provisions for the protection of personal data. The contractor has obligated all employees employed in data processing to maintain data secrecy in writing in accordance with § 5 BDSG<sup>2</sup>. The client assures that he has created all legally necessary conditions (e.g., by obtaining declarations of consent) that the contractor can also provide the agreed services in this respect without infringement.

## 7 Export License, Transfer of Contractual Rights and Obligations, Ancillary Agreements, Place of Jurisdiction

1. The export of the subject matter of the contract and the documents may be subject to authorisation, e.g., due to their nature or intended use.

2. The contractor may assign claims arising from this contract to third parties at any time.

3. Ancillary agreements must be made in writing.

4. These general terms and conditions are based on the law of the Federal Republic of Germany. All disputes arising in connection with these general terms and conditions, or their validity shall be finally settled in accordance with the Rules of Arbitration of the Chamber of Industry and Commerce for Munich and Upper Bavaria (IHK München) to the exclusion of the ordinary legal process.

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<sup>1</sup> German Civil Code

<sup>2</sup> Federal Data Protection Act