

Wavestone Germany AG General Terms and Conditions for the Purchase of Services and Project Services, Leopoldstraße 28a, 80802 Munich (as of July 2025)

§ 1 Basic Principles

(1) Wavestone Germany AG, hereinafter referred to as the Client, is an internationally active consulting firm specializing in a combination of management and IT consulting.

(2) These General Terms and Conditions (GTC) govern the general conditions for the Purchase of Services and Project Services by the Client. The concrete parameters of the respective order, such as the time, place and manner of execution and remuneration, are agreed with the Contractor by means of an order placed by the Client.

§ 2 Collaboration

(1) With regard to all deliveries and services of the Contractor, the conditions of these GTC apply even without a specific reference, unless explicitly deviated from in the individual case of the order or by any other agreement.

(2) Contractor's terms and conditions do not apply.

(3) The Contractor is not authorized to conclude contracts or amend existing contracts on behalf of the Client.

§ 3 Performance of Work

(1) The Contractor provides independently and self-sufficiently consultancy and project services for the Client. The consulting services are professional activities for the external and independent analysis and evaluation of problems of the Client or its customer ("Customer"), the development of individual solutions or project-related monitoring of the implementation, with the aim of creating value and promoting necessary changes at the Client or the Customer.

(2) The use of subcontractors is to be reported to the Client and be authorized by the latter. In the event of subcontractors being employed by the Contractor, the Contractor is responsible to the Client and its customers for ensuring that the sub-contractor fulfills all rights and obligations arising from the respective order. If the Contractor engages subcontractors to execute the ordered services without the Client's written consent, the Client is entitled to terminate the order without notice and may demand compensation for the damage incurred.

(3) If the Contractor does not provide the service in its own person, the Contractor warrants that it has correctly stated the social security status of the person deployed to the Client before placing the order. The Contractor warrants that it will inform the Client immediately in the event of a change in the social security status of the person deployed. If the Client is liable to third parties for damages or is obliged to pay social security contributions to social security institutions because of illegal or non-contractual actions by the Contractor, the Contractor shall indemnify the Client against such claims.

(4) The persons employed by the Contractor must have the necessary training and the necessary know-how to be able to carry out the ordered services in accordance with the technical and time requirements. The Contractor will ensure a high level of staff continuity and will, therefore, only replace employees or approved subcontractors if there is a fundamental reason for doing so. The Client may demand the replacement of employed persons, in so far as they do not meet the required conditions or if there is a fundamental reason (for example, sustained bad performance, request for replacement by Client's Customer). The Contractor bears the costs associated with the replacement, in particular familiarization and training costs.

(5) The Contractor will oblige subcontractors to comply with all the provisions of the Contract.

§ 4 Project Information

The Client will provide the Contractor with the information and documents required for the performance of the service. The Contractor will inform the Client without undue delay if it needs additional information or documents for the punctual performance of the order or if any information or documents received should be visibly flawed or incomplete.

§ 5 Services of the Contractor

(1) The Contractor is generally free from instructions when rendering the service. However, the Contractor will comply with the respective specifications of the Client and its customers, in particular, the requirements regarding standards and technical standards to be observed.

(2) Insofar as the Contractor employs its own employees or subcontractors, the latter alone is authorized to issue instructions to them. The Contractor will undertake all necessary steps so no incorporation of the deployed persons into the

organization of the Client or the Customer occurs.

(3) The object of the Contractor's services to perform will not be the mere provision of employees. The activities and delivery items are described in detail in the respective order.

(4) Performance may require an agile and flexible approach. In this case, any employees deployed by the Contractor will work closely with employees of the Client or its Customers during the performance. The parties assume that this cooperation does not change the fact that the employees used are exclusively employees or subcontractors of the Contractor.

(5) The Contractor's personnel authority over the employees deployed by it remains exclusively assigned to the Contractor even during the performance of the service. During the deployment of the Contractor's employees or subcontractors in its operations, the Client shall not issue any instructions to these employees related to labor laws. The unrestricted validity of instructions relating to the agreed service remains unaffected. Unless the provision of services by named employees is agreed in the order, the Contractor is responsible for the selection of personnel for the employees deployed in the project.

(6) Communication between the Contractor and the Client will generally take place via the representatives appointed by both parties. Permissible is always the topic-related communication between the technical experts of the Contractor and the Client or the Customer.

(7) All services shall be performed carefully and in accordance with the principle of economic efficiency and shall comply with the state of the art as well as the guidelines and technical standards at the time of performance or, in the case of services under a contract for work and services, with the acceptance requirements. In the event of a change in these rules after the conclusion of the contract, the Contractor shall inform the Client of the change and the consequences (including any additional costs) and risks associated therewith, unless these are known to the Client or are readily apparent from the circumstances. The Client can then choose whether to comply with the old rules at the time the contract was concluded or the new rules.

(8) The Contractor shall use its own work equipment (including hardware and software applications) in the performance of its services unless the performance of the services takes place on the systems of the Customer or the Client as intended.

(9) The inspection of the services takes place at the Client's Customer's premises unless otherwise agreed. In the event of the provision of work services, the services must be expressly accepted by the Client.

(10) Insofar as the creation or modification of software is the object of performance, the Contractor shall perform its services in accordance with the software creation and documentation guidelines of the Client or its respective Customer. It will also oblige the persons employed by it to do likewise.

§ 6 Timing

The Contractor and the employees deployed by it are basically free in the division of working hours. However, the Contractor is obliged to ensure smooth cooperation with other contractors or other project participants and the Client's Customer and to coordinate the time of performance in particular with regard to deadlines and the contractual completion of the project.

§ 7 Remuneration

(1) Daily rates

All contractual services are subject to the daily rates specified in the order. The prices are understood as daily allowance for paid times. If more than 8 hours are paid on a calendar day, these additional hours are not invoiced. Surcharges of any kind whatsoever are not remunerated. If less than 8 hours are provided, each full hour worked must be paid at 1/8 of the daily rate.

(2) Additional costs

Additional costs, including travel costs to the places of performance, accommodation costs, and expenses, are an imputed part of the remuneration rates and will not be reimbursed separately. Travel time is not performance time and will not be reimbursed. Workforce assignments on Saturdays and Sundays, and public holidays are paid without surcharges, i.e., only at the agreed daily rates.

(3) Proof of Performance

In order to prove the scope of the services rendered, the time spent by the Contractor each day, as well as the content of the services, shall be recorded in full in the Customer's time recording system and additionally in the Client's time recording system, provided that a corresponding system is provided by the Customer.

The Contractor shall notify the Client of the services provided by it by means of an approved proof of performance for the month to be settled

at the latest by the fourth working day of the following month. A claim to compensation exists only on presentation of an approved proof of performance. The proof of performance can be submitted by e-mail to billing@wavestone.com unless an original document is required for submission to the respective Customer.

(4) Invoicing

The invoice must comply with the statutory provisions and must show separately the value-added tax in the applicable statutory amount. The submission of an invoice may be made in paper form or via e-mail to billing@wavestone.com. The invoice must be received as a read-only PDF by the fourth business day of the following month with the following billing address:

Wavestone Germany AG
Buchhaltung
Forchheimer Str. 2
D-90425 Nürnberg

(5) Start of activities after order confirmation

The Contractor may only begin with the provision of services after the Client has confirmed the commencement of the project or the existence of the Client's or Customer's order. Otherwise, remuneration is not payable.

The order is usually sent by e-mail or the e-signature solution used by the Client. Order acceptance by the Contractor must be made within five working days and in the form in which the order was sent to the Contractor by the Customer. When ordering services without reference to persons, the Contractor is obliged to notify the Client of the names of the persons used in a timely manner.

(6) Suspension / interruption of the project

The Contractor is neither entitled to a continuous provision of services within the agreed period nor to the achievement of the corresponding number of hours or number of person-days.

Should the project work be temporarily suspended or interrupted for reasons for which the Client is not responsible, the Client is entitled to release the Contractor from rendering the service for this period. If the Contractor provides services during this period, the latter will not be entitled to remuneration for these services.

(7) Remuneration in case of default of acceptance / temporary prevention

If the Client is in default of acceptance of the services, the Contractor may not demand the agreed remuneration for the services not performed as a result of the default.

The Contractor is not entitled to remuneration if it is prevented from performing the service for a relatively insignificant period of time by a reason attributable to it, even if this is not its fault.

§ 616 BGB is excluded.

§ 8 Payment

(1) Payment is made upon receipt of a proper invoice from the Contractor. The term of payment is based on the date of receipt (beginning of the due date) in the Client's accounting department (see § 7 sub-para. 4). The terms of payment are specified in the order. The payment does not entail a reduction of the Contractor's services.

(2) In the case of invoices for work-related services, the Client may withhold the payment in whole or in part until acceptance of the services of the Contractor, but at the latest until acceptance or payment by the Client's Customer.

(3) For smooth processing of the payments, the Contractor is obligated to inform the Client immediately (or at the latest with the first invoice) an up-to-date European bank account, stating the IBAN and SWIFT. Costs of payment transactions, insofar as they concern payments abroad, are borne by the Contractor.

§ 9 Defects, Breaches of Duty and Reporting Obligations

(1) The liability, in particular, due to defects and breaches of duty, is determined by the statutory provisions.

(2) If difficulties or delays occur in the provision of the services or if the Contractor considers that the information provided to it is insufficient, it will inform the Client without delay.

(3) If it becomes apparent to the Contractor that it can not comply with the agreed execution deadlines, it will immediately inform the Client of the reasons for the delay and provide a new timely deadline for execution. Claims of the Client due to default remain unaffected.

§ 10 Transfer of Property Rights and Return Obligations

(1) For all work results arising from this agreement or an order of the Client, the Contractor grants the Client the exclusive, spatially, temporally, and in terms of content unrestricted rights of use and exploitation for all known and as yet unknown types of use. The granting of rights is compensated with the agreed remuneration.

(2) The Client is thus entitled in particular to duplicate, distribute, modify, process, redesign and transfer the work results. In all cases, the Contractor requires the Client's consent and, where applicable, that of the Client's Customer to exercise utilization and exploitation rights. The Client may not refuse this without reason if the Customer agrees.

(3) To the extent that the Contractor's rights to existing work, techniques and work methods and know-how are required for the use of the work results to be provided under this agreement, the Contractor hereby grants the Client an irrevocable, non-exclusive right of use. The Contractor is obliged to notify the Client of the corresponding use of pre-existing material and to obtain its consent.

(4) Within the scope of the services to be provided by the Contractor, the Contractor shall transfer the ownership of all related documents, documentation and other items directly at the time of their creation and in their respective processing status.

(5) The Contractor must ensure that all services and work results to be performed by it after an order or under these conditions are free from third party rights. Insofar as the Contractor does not perform the services itself, but through or with the help of third parties, it must ensure that it is able to assign the aforementioned rights of use and exploitation of the works as well as the ownership rights to the accessories of the appointed third parties to the Client at the time of their emergence.

(6) The use of open source software, freeware, share goods and public domain software by the Contractor or by persons employed by is only permitted with the Client's prior approval or the Client's Customer. In any case, the Contractor is also responsible for compliance with the relevant terms of use and license conditions by the persons employed by it and must ensure that the intended use of the work results is not impaired.

(7) After termination of the cooperation, the Contractor undertakes to hand over all files, documents, copies and aids created by the Contractor within the scope of the cooperation to the Client or a third party named by the Client and also to oblige the persons employed by the Contractor to do so, insofar as this does not conflict with statutory retention obligations. The same applies to the work results produced by the Contractor within the framework of this contractual relationship.

(8) Upon request of the Customer, the Contractor assures in writing that it has fully complied with

its duty to surrender and that any data and files that were stored in electronic form on storage media of the Contractor have been completely and irreversibly deleted.

(9) The provisions of this § 10 continue to apply beyond the term of the agreement.

§ 11 Confidentiality, Data Protection and Information Security

(1) The Contractor undertakes to maintain strict confidentiality about all information disclosed to him/her in the course of its work, in particular project-specific information, documents and other aids (in particular plans, drawings, contracts, programs, program parts, documentation, etc.), as well as about the remuneration paid in its favor and to use them exclusively in the context of the respective contract purpose or project. Exceptions are obvious information, information that the Contractor already knew or would otherwise know about without legal breach, or information that was independently developed by the Contractor.

(2) At the Client's request, the Contractor is obliged to immediately and completely send to the Client or destroy all information received in writing or otherwise recorded, including any copies that may have been made.

Proof of destruction must be provided.

An obligation to surrender or destruction/deletion does not apply to information contained in automatically created backup copies if deletion is not possible with reasonable effort, or to such information that is still required for invoicing purposes and for which there is a legal obligation to retain it for as long as these obligations exist.

(3) The Contractor shall ensure that all employees or subcontractors entrusted by it with the processing, performance or handling of the Services comply with the German Act on the Protection of Business Secrets (Gesch-GehG). This obligation applies irrespective of whether the information to be considered confidential is marked accordingly or is subject to technical or organizational protection measures. If the information to be exchanged does not meet the requirements of a trade secret in accordance with GeschGehG in the individual case, this information will nevertheless be subject to the duty of confidentiality.

(4) The parties are obliged not to process, make available or otherwise use any personal data that comes to their attention beyond the purpose of the respective order. The provisions of the German Federal Data Protection Act (BDSG) and the General Data Protection Regulation (DSGVO)

apply. The Client is entitled to request the Contractor to conclude an agreement for order processing.

(5) A data transfer outside the European Union, the EFTA states as well as the UK requires the prior written consent of the Client.

(6) The Contractor must report information security and data protection incidents to the Client immediately, at the latest within eight (8) hours after they become known, which concern the information and data of the Client, companies of the Wavestone Group or the Customer. This notification should be sent to the e-mail address security@wavestone.com or by telephone +49 89 455 99 555. Information security incidents are events through which the protection goals of confidentiality, integrity and/or availability of information and data of the Contractor, companies of the Wavestone Group or the Customer could be or have already been violated or endangered. A data protection incident is an incident in which the security of personal data is compromised, e.g. through unauthorized access, loss, destruction or modification of data. The Contractor shall immediately initiate all necessary measures to clarify and terminate the information security and data protection incidents and to minimize harmful consequences for the affected party.

(7) Publications of any kind (for example, references) related to the execution of an order require the Client's prior written consent.

(8) The confidentiality obligations also apply beyond the termination of the contractual relationship.

(9) The Contractor undertakes to comply with the Information security standards for external contractors of the Client. If a Customer's information security policies apply, these apply in addition.

(10) The Contractor is responsible for ensuring that it, and all persons entrusted by it with the processing or fulfilment of the respective order, comply with and observe the provisions of § 11, are demonstrably bound to data secrecy and are informed that they may not process, use, pass on to third parties or otherwise exploit the information obtained from the Client's domain and the knowledge gained from the order. In particular, you are informed that a violation of this prohibition may be punishable by law.

(11) The Client is entitled to terminate the order without notice if the Contractor or the employees or subcontractors used by it violate the aforementioned obligations. Claims for damages and other claims or rights (e.g., under the GeschGehG) remain unaffected.

§ 12 Audit Rights, Compliance with Sanction Regulations

(1) The Client, its Customer or a third party named by the Client or the Customer are entitled to verify compliance with the contractual specifications on a regular basis and to the extent required. This includes, but is not limited to, on-site inspections and the use of recognized certifications or audit systems.

(2) The inspection takes place in consultation with the Contractor and must be announced with a reasonable period of notice. The audit right includes the right to inspect any facility that processes project-related information of the Client or its customers and also applies to subcontractors of the contractor. Each party bears its own costs of the audit.

(3) The Contractor warrants that it and all subcontractors, suppliers and other vicarious agents commissioned by it are not included on any sanctions list in accordance with the applicable provisions of European or national sanctions law (in particular Regulation (EC) No. 881/2002, Regulation (EU) No. 2580/2001 and the EU Anti-Terrorism Regulation).

(4) The Contractor undertakes not to use any natural or legal persons, groups or organizations within the framework of the performance of the contract to which no economic resources or funds may be provided due to sanctions regulations of the EU, the United Nations or national legislation.

(5) If the Contractor breaches these obligations, the Client shall be entitled to terminate the contract without notice for good cause and, if necessary, to claim damages. Payments already made can be reclaimed if they contradict the aforementioned sanction regulations.

(6) The Contractor further undertakes to implement suitable measures for compliance with the sanctions regulations in its own company (e.g. sanctions list checks) and to provide evidence of the performance of corresponding checks at the request of the Client.

§ 13 Taxes, Contributions

(1) The Contractor is obliged to pay taxes, social security contributions and duties arising from its activities for the Client, in particular, with regard to taxes on income and turnover. A passing on to the Client is inadmissible.

(2) In the case of cross-border assignments, the Contractor is obliged to have a current residence permit or work permit, insofar as this is necessary. This shall apply accordingly to other

persons whom the Contractor has legitimately commissioned to provide the service. Furthermore, the Contractor warrants to indemnify the Client against any liability or payment claims asserted against the Client due to a breach of statutory provisions or contractual agreements by the Contractor.

(3) Upon request, the Contractor will prove the fulfillment of its obligation in accordance with sub-paragraph 1 and if necessary sub-paragraph 2 to the Client, for example, by submitting appropriate tax assessments, confirmations from the tax office or other regulatory confirmation.

§ 14 Business Partner Code of Conduct

(1) The Contractor undertakes to comply with the [Business Partner Code of Conduct](#) and to ensure in an appropriate manner that its employees and the subcontractors it uses are aware of and comply with the principles described therein.

(2) The Contractor undertakes to provide the Customer with evidence of compliance with the Business Partner Code of Conduct and other statutory provisions without delay upon request and to notify the Contractor of any violation without delay.

(3) The Contractor shall indemnify the Client and its customers against claims asserted against the Client and/or its Customer in the event of a breach by the Contractor of its obligations under the above provisions.

(4) The Customer is entitled to terminate the contract extraordinarily if the Customer becomes aware or has the urgent suspicion that the Contractor has violated the Compliance Guideline for Business Partners as well as other aforementioned provisions and laws in the performance of the contract.

§ 15 Notice of Termination

(1) The Contractor is aware that the respective order depends on the existence of the contract between the Client and its Customer. The Customer, therefore, has the right to terminate the respective order vis-à-vis the Contractor without undue delay and at the same termination date if the Customer terminates, the agreement underlying the commissioning of the Contractor vis-à-vis the Customer or if such agreement is not concluded or is challenged. This does not apply if the Customer's termination is based on circumstances for which the Customer is solely responsible. This Client's right of termination also exists if no effective contractual relationship is

established between the Client and its Customer with regard to the underlying project or if an already running project - for whatever reason - is terminated.

(2) Subject to § 15 sub-paragraph 1, both parties may terminate the order with a notice period of 4 weeks to the end of the month. This is also the case if a specific performance period or a specific term is specified in the order.

(3) In the event of termination, the Contractor is entitled to be reimbursed only for the work properly performed up to the end of the contract and, until then, is obliged to render its services properly and to perform a handover and documentation of the services provided.

(4) Termination can be declared in writing or by e-mail.

§ 16 Fiduciary Duties

(1) The Contractor may work for other companies; however, it must give the tasks incumbent upon it under these Terms and Conditions their due place, and no conflict of interest may arise as a result of this.

(2) The Contractor undertakes not to enter into business contact with the respective Client's Customer during the current cooperation based on the respective order and until twelve months thereafter only after consultation with the Client. In particular, the Contractor will not enter into any contractual relationship with the respective Customer during this time on its own account or by means of a third party. Exceptions to this rule are those services which are unrelated to the Contractor's past activity with the Customer concerned (for example, other tasks of the Contractor or a project in another organizational area and with other contact persons on the Customer premises) and services provided to Customers pursuant to § 99 of German Law against Restraints of Competition (GWB).

(3) The Contractor shall also impose the obligations under sub-paragraphs (1) and (2) on the persons or subcontractors appointed by it in the respective individual project and is liable in the event of a breach by the latter against the fiduciary duties.

(4) For each breach of an obligation in accordance with paragraph 2, the Contractor is obliged to pay a contractual penalty of a maximum of EUR 25,000, which is to be determined by the Client at its reasonable discretion. The Contractor has the right to have the adequacy of the award judicially reviewed. The assertion of claims for

damages remains reserved; in addition, a penalty will be charged.

(5) Insofar as the Client is subject to special obligations or codes imposed by its Customer (for example, on security, secrecy or compliance), the Client is entitled to demand the conclusion of a corresponding agreement with the Contractor. The Contractor may not withhold their consent unreasonably.

§ 17 Professional Liability Insurance

(1) The Contractor is obliged to cover its services in the scope of the individual orders by a professional liability insurance in a reasonable amount, whose existence it must prove to the Client upon request at any time.

(2) The professional liability insurance the Contractor has to cover the following minimum amounts of coverage per incident:

- a. For personal injury and property damage plus consequential damages € 2,500,000.00
- b. For financial losses € 500,000.00

The coverage levels mentioned above must be available at least twice per year.

§18 Final Provisions

(1) Any amendments to an order require the written form. Furthermore, changes in an electronic document, which is provided with an electronic signature, can be agreed.

(2) German law applies.

(3) The place of jurisdiction is, to the extent permitted by law, Munich.