

A. General Terms and Conditions

A.I. General Part

A.I.1 Scope

All services and offers from Talentmore AG are based exclusively on these general terms and conditions. These terms and conditions also apply to all future transactions between the contracting parties, even if they are not again expressly agreed upon. The validity of the Client's general terms and conditions has already been rejected.

A.I.2 Conclusion of Agreement

Offers from Talentmore AG are subject to change without notice, i.e., they only represent an invitation for the Client to submit an offer. If the Client's order is not accepted within four weeks of receipt by Talentmore AG, the Client is no longer bound by the order. An order is accepted by means of a written declaration of acceptance by Talentmore AG or by execution of the order.

A.I.3 Leasing/Financing

If a leasing or financing offer is made in addition to the purchase offer, this shall be subject to acceptance of the leasing contract or financing by the leasing company or bank. If the Client's application is rejected by these companies, Talentmore AG is entitled to withdraw from the leasing/financing offer.

A.I.4 Prices and Terms of Payment

A.I.4.1 The prices agreed upon at the time of the conclusion of the Agreement shall apply. All prices quoted by Talentmore AG are exclusive of the applicable statutory value-added tax.

A.I.4.2 If no prices have been agreed upon, the generally applicable prices of the service price list of Talentmore AG shall apply. Accommodation costs will be charged according to the actual expenses incurred and expenses will be charged according to the applicable tax-deductible flat rates. A working day is comprised of 8 hours.

A.I.4.3 The prices for services and services stated at the time of conclusion of the contract are non-binding cost estimates, unless otherwise agreed. A binding statement is made according to actual work progress in accordance with the proof of performance. Talentmore AG is entitled to invoice partial services on a weekly basis.

A.I.4.4 Unless another method of payment has been contractually agreed, all payments shall be due without deduction within 14 days of the invoice date. In the event of non-payment, the Client shall be in default without further explanation by Talentmore AG on the day after the due date. Talentmore AG reserves the right to reject checks and bills of exchange. Acceptance is always on account of performance.

A.I.5 Delivery and Transportation Costs

A.I.5.1 Unless otherwise contractually agreed, the prices quoted by Talentmore AG shall apply "ex main distribution office" at the registered office of Talentmore AG. Delivery, packaging and transport costs (including freight and customs costs) will be charged separately.

A.I.5.2 If requested by the Client, transport insurance will be taken out for the delivery at the customer's expense.

A.I.6 Performance Terms/Deadlines

A.I.6.1 Performance terms and dates shall only be binding if they have been expressly confirmed as binding by Talentmore AG in writing.

A.I.6.2 Delivery deadlines shall be considered met if the goods have left the warehouse of Talentmore AG by the deadline or if Talentmore AG has notified the Customer that the goods are ready for delivery.

A.I.6.3 If a service of Talentmore AG is delayed because the Customer does not fulfill his obligations to cooperate, Talentmore AG is not in default.

A.I.7 Retention of Self-Delivery

Talentmore AG does not assume any procurement risk. Talentmore AG is entitled to withdraw from the contract insofar as Talentmore AG does not receive the delivery item despite a corresponding purchase contract (congruent hedging transaction), which was concluded with the necessary care, and Talentmore AG is not responsible for the non-delivery. The Client will be informed immediately in case of non-timely availability of the item to be delivered. If Talentmore AG wishes to withdraw in this case, the right of withdrawal will be exercised immediately and the Customer will be refunded the corresponding consideration.

A.I.8 Delays in Performance Due to Force Majeure

A.I.8.1 Unforeseen circumstances and events, such as measures within the scope of labor disputes, in particular strikes and lawful lockouts, as well as obstacles that lie outside the sphere of influence of Talentmore AG, e.g., operational disruptions, delays in the delivery of essential materials, force majeure, insofar as such obstacles demonstrably have a significant influence on the delivery of the items, shall postpone the delivery date, even if they have occurred during an existing delay. The delivery term shall be extended or the delivery date shall be postponed in accordance with the duration of such measures and obstacles. The Client will be notified of the start and end of such interruptions as soon as possible, provided that Talentmore AG is able to do so.

A.I.8.2 In the cases specified under A.I.8.1, the Client is entitled, after a reminder and a grace period, to withdraw from the service that has not yet been fulfilled. Other rights of withdrawal remain unaffected.

A.I.9 Transfer of Risk/Transportation

With all deliveries from Talentmore AG, the risk of loss of the goods passes to the Client when handed over to the freight forwarder, the carrier or the person otherwise designated to carry out the shipment.

A.I.10 Retention of Title

A.I.10.1 All delivered items shall remain the property of Talentmore AG until all claims — including ancillary claims — arising from the mutual business relationship have been satisfied in full.

A.I.10.2 If the deliverables are processed with other goods, Talentmore AG shall acquire co-ownership of the new item in proportion to the value of the goods delivered by Talentmore AG and the other goods at the time of processing. The new item is regarded as a reserved item within the meaning of this provision.

A.I.10.3 Objects that are subject to retention of title may neither be pledged nor transferred as security by the Client. In the event of a seizure or any other infringement of the rights of Talentmore AG, Talentmore AG must be informed immediately, by sending a copy of the foreclosure report and an affidavit, that the seized goods are the retention of title of Talentmore AG.

A.I.10.4 The Client is entitled to sell goods as part of normal business operations. The Client may only resell the reserved goods subject to retention of title. The right to resell ceases to apply if payments are discontinued or if the Client becomes aware of economic difficulties.

A.I.10.5 The Client's right to own the reserved goods expires as soon as he is in default of payment, handles the reserved goods improperly or in the event of any other breach of contract.

A.I.10.6 At the request of Talentmore AG, the Client is obliged to provide information at any time regarding the whereabouts of the goods delivered subject to retention of title and the claims arising from the resale.

A.I.10.7 If the Client resells the goods, uses them to fulfill a work or work delivery contract or rents them out, he hereby assigns to Talentmore AG his resulting future claims against his Clients with all ancillary rights to secure all claims of Talentmore AG.

A.I.11 Test Positions

Items delivered for testing or demonstration purposes remain the property of Talentmore AG. They may only be used by the Client beyond the test or demonstration purpose on the basis of a separate agreement with Talentmore AG.

A.I.12 Client's Obligations to Cooperate

A.I.12.1 Within the limits of what is reasonable, the Client is obliged to support Talentmore AG in providing services.

A.I.12.2 In particular, the Client shall provide all information necessary to carry out the services by Talentmore AG through suitable contacts or documents in good time, completely and free of charge. The Client or a contact person assigned, trained and authorized to make decisions shall also be available free of charge to coordinate with Talentmore AG regarding the services to be provided.

A.I.12.3 If Talentmore AG is responsible for the installation of software, the Client must provide the hardware for this purpose and, if necessary, stop working with the computer system for the required period of time.

A.I.12.4 If services are provided on site at the Client's premises, the Client will provide all other necessary work equipment (such as work space for consultants, computer, telephone, electricity, Internet access, etc.) free of charge and to a sufficient extent.

A.I.12.5 Before Talentmore AG starts working on the Client's IT system and before installing programs delivered by Talentmore AG, the Client must adequately secure his databases against loss.

A.I.12.6 Before using, the Client must test software delivered by Talentmore AG by means of a test run under the Client's operating conditions.

A.I.12.7 All Client obligations to cooperate shall be free of charge for Talentmore AG, on time or within three working days of request and to the extent required. Delays or incomplete fulfillment shall be at the expense of the Client.

A.I.13 Limitation of Liability

A.I.13.1 Talentmore AG is liable for damage caused by Talentmore AG or one of its vicarious agents as a result of a grossly negligent or intentional breach of duty, and for damage suffered by the Client as a result of a culpable breach of material contractual obligations on the part of Talentmore AG or one of its vicarious agents. Otherwise, liability shall be excluded.

A.I.13.2 For damages due to a slightly negligent breach of duty by Talentmore AG or a vicarious agent, or a negligent breach of essential contractual obligations by Talentmore AG or a vicarious agent, liability shall be limited to the direct, contractually typical, foreseeable damage and the amount to the maximum amount of business liability insurance taken out by Talentmore AG.

A.I.13.3 Talentmore AG is only liable for the loss of data and/or programs if it caused the destruction intentionally, through gross negligence or as a result of a breach of an essential contractual obligation, and the damage is not due to the Client's failure to carry out data backups and as a result to ensure that lost data can be recovered with reasonable effort

A.I.13.4 There shall be no limitations of liability for damages resulting from negligent or intentional injury to life, body or health, or for damages whose compensation is based on the Product Liability Act.

A.I.14 Subcontractors

Talentmore AG has the right to transfer the services to be provided to subcontractors in whole or with regard to individual partial services.

A.I.15 Industrial Property Rights and Copyrights of Third Parties

A.I.15.1 If claims arising from the infringement of property rights caused by items delivered or licensed in accordance with these terms and conditions are brought against the Client, Talentmore AG shall reimburse the Client for all legally imposed costs and compensation amounts. The prerequisite is that Talentmore AG is notified immediately and in writing of the claims asserted against the Client, receives all necessary information from the Client, the Client fulfills his general obligations to cooperate, Talentmore AG can make the final decision as to whether the claim will be defended or a settlement will be reached, and Talentmore AG is at fault with regard to the infringement of the property rights.

A.I.15.2 If it is legally established that further use of the subject matter of the contract infringes the property rights of third parties or if, in the opinion of Talentmore AG, there is a risk of an action for infringement of property rights, Talentmore AG may, insofar as liability does not cease to apply, at its own expense and at its own discretion either procure for the Client the right to continue to use the subject matter of the contract, replace it or modify it in such a way that there is no longer any infringement, or

reimburse the Client for the value of the subject matter of the contract by taking it back, deducting compensation for use for the services rendered up to that point.

A.I.16 Third-Party Guarantees

Guarantees are value promises made by the manufacturer to the Client. Third-party guarantees therefore do not create an obligation towards Talentmore AG. In the case of third-party guarantees, the Client is obliged, at his own expense, to establish the conditions for exercising the claims arising from the warranty.

A.I.17 Remote Maintenance

A.I.17.1 Talentmore AG is entitled to decide at its own discretion whether the service to be provided in each case can be provided via remote support on the Client's IT system. To do this, the Client will ensure that Talentmore AG employees are able to log on to his system using a remote maintenance profile with password control by the Client.

A.I.17.2 If the Client does not allow Talentmore AG to provide remote maintenance, he will reimburse Talentmore AG for the additional costs caused by this, such as travel expenses and additional time expenditure.

A.I.18 Confidential Information

A.I.18.1 The parties undertake to use all knowledge of trade and trade secrets acquired within the framework of the contractual relationship and of information described as confidential in writing only to carry out the contract and to treat them confidentially for an unlimited period of time.

A.I.18.2 This obligation to confidentiality does not apply to data that is already known to the respective party or was known or becomes known outside of this contract. This information may only be passed on to persons who in turn are obliged to maintain confidential information.

A.I.18.3 Talentmore AG obliges its employees to maintain confidentiality.

A.I.19 Testimonials

Talentmore AG is entitled to use the Client's name as a reference and to use it to advertise in publications, unless the Client expressly objects to this.

A.I.20 Place of Performance

The place of performance is the headquarters of Talentmore AG.

A.I.21 Choice of Law

With regard to all legal relationships, the parties agree to apply the law of the Federal Republic of Germany, excluding the UN Sales Convention.

A.I.22 Jurisdiction

If the Client is a merchant within the meaning of the Commercial Code, a legal entity under public law or a special fund under public law, the registered office of Talentmore AG will be for all disputes arising in

the course of processing the contractual relationship or in connection with the execution of the contract Talentmore AG agreed as place of jurisdiction.

A.I.23 Written Form

Verbal ancillary agreements have not been concluded. Verbal or written contractual agreements within the meaning of § 305b of the German Civil Code (BGB) made in individual cases (including ancillary agreements, supplements and amendments) with the customer or an authorized representative of the customer shall take precedence over these Terms and Conditions. Apart from the above provision, additions and changes to these general terms and conditions must be made in writing to be legally effective. This formal requirement cannot be overridden by verbal agreement, implied conduct, or tacit.

A.II. Special Provisions Regarding the Sales Agreement

The following provisions apply to sales contracts between the parties, in addition to the general provisions under A.I.

A.II.1 Deliverable

A.II.1.1 Models, designs or equipment, changes to software versions, the architecture of software products or functions of software products are reserved during the delivery period, provided that the deliverable is not significantly changed and the changes are reasonable for the Client.

A.II.1.2 Should the ordered deliverable no longer be available, Talentmore AG reserves the right to replace with another equivalent product.

A.II.2 Duty of Reprimand

A.II.2.1 The Client must examine the goods immediately upon receipt and report obvious defects to Talentmore AG in writing within a period of 8 days from receipt of the goods, otherwise the assertion of warranty claims is excluded. To meet the deadline, it is sufficient to send the notification of defects in good time.

A.II.2.2 The Client bears the full burden of proof for all eligibility requirements, in particular for the defect itself, for the time at which the defect was discovered and for the timely notification of the defect.

A.II.3 Guarantee

A.II.3.1 Talentmore AG provides a 12-month guarantee that the purchased item is free of defects. The period shall start from the time of transfer of risk to the Client. If the deliverable is stored, the warranty period shall start from the time of delivery/collection, but no later than 12 months after it is ready for shipping/dispatch.

A.II.3.2 Subject to the provision under Section A.II.1.1, only the contractual provisions made with the Client are decisive for the quality of the deliverable. The Client cannot deduce a specific condition from other presentations, public statements, advertising materials or test presentations, unless Talentmore AG has expressly confirmed this in writing in individual cases.

A.II.3.3 Liability for material defects is excluded if:

- The Client has changed or expanded the purchased item;
- The Client disregards installation and/or user instructions associated with the service;
- The Client does not use the service for contractually intended use or for normal use;
- The Client does not properly install or operate the service;
- The Client does not comply with the system requirements specified by Talentmore AG;
- The Client has work carried out by people who are not authorized by Talentmore AG or the manufacturer of the goods;
- The identity mark of the object of the contract (barcode label or manufacturer's seal) has been tampered with.

Unless the Client proves in these cases that these are not the cause of the defect.

A.II.3.4 If software is sold, Talentmore AG does not guarantee that the software used will function together with other programs used by the Client.

A.II.3.5 Client claims due to defects shall expire after 12 months in accordance with section I.10 of the general terms and conditions of Talentmore AG.

A.II.3.6 In the event of the sale of software, providing upgrades or updates or adding additional users to the software does not result in a new start of the warranty period or a new start of the statute of limitations for Client claims due to defects, unless the defect has been caused by the update/upgrade or the user expansion.

A.II.4 Client Rights in Case of Defects

In the event of a defect, the Client initially has the right to demand supplementary performance from Talentmore AG. At the option of Talentmore AG, subsequent performance shall be effected by remedying the defect or delivering a new one. The choice between subsequent performance and new delivery is made by Talentmore AG at its own discretion.

A.II.5 Handling Guarantee Claims

A.II.5.1 The Client must report defects to Talentmore AG, providing the information necessary to identify the defect and, at its request, provide Talentmore AG with further information required to identify the defect.

A.II.5.2 The Client shall assist Talentmore AG in rectifying defects as much as possible.

A.II.5.3 When selling software, Talentmore AG shall, if necessary, provide a workaround before final replacement in order to maintain the functionality of the software. Talentmore AG is permitted to provide supplementary performance at the time when the software is maintained anyway within the scope of an update, provided that the defect complained of by the Customer does not significantly impair the use of the program.

A.II.5.4 Talentmore AG may demand payment for troubleshooting expenses in accordance with the applicable compensation rates if it turns out that there was no defect or the Client is responsible for the defect.

A.II.5.5 If a sold data carrier is defective, the Customer must return the data carrier including all spare copies and written material and a copy of the invoice to Talentmore AG.

A.III. Special Agreements Work Contracts

The following provisions apply to work contracts between the parties, in addition to the general provisions under A.I.

A.III.1 Completion Date

A.III.1.1 The chronological sequence of the services to be provided is specified in more detail in the order confirmation or, at the latest, in the functional specification or an appendix to the functional specification.

A.III.1.2 If Talentmore AG does not complete the work on time, the Client may withdraw from the contract after a reasonable grace period, set by the Client, has expired without result.

A.III.1.3 Reminders and deadlines may only be issued if the deadline for completion is not due to subsequent requests for changes by the Client.

A.III.2 Subsequent Change Requests

A.III.2.1 The Client must submit any requests for changes to the contractually agreed services in writing to Talentmore AG. The rest of the procedure is governed by the following provisions. In the case of requests for changes whose review and implementation does not require more than 8 working hours, Talentmore AG may refrain from the procedure in accordance with the following provisions.

A.III.2.2 Talentmore AG shall assess what effects the desired change will have, in particular with regard to remuneration, additional expenses and deadlines. If services to be provided cannot be carried out or can only be carried out with a delay as a result of the assessment, Talentmore AG will inform the Client of this and point out that the change request can only be reviewed if the affected services are postponed for an initially indefinite period of time. If the Client agrees to this postponement, Talentmore AG will review the change request. The Client is entitled to withdraw his change request at any time; the change process initiated will end in that case.

A.III.2.3 After reviewing the change request, Talentmore AG will explain to the Client the effects of the change request on the agreements made. The statement contains either a detailed proposal for implementing the change request or information as to why the change request cannot be implemented.

A.III.2.4 The parties will immediately agree on the content of a proposal to implement the change request and attach the result of a successful vote to the text of the agreement to which the change relates as a supplementary agreement.

A.III.2.5 If an agreement is not reached or if the change process ends for another reason, the original scope of services shall remain the same. The same applies in the event that the Client does not agree to a postponement of services to further carry out the audit.

A.III.2.6 The dates affected by the amendment process will be postponed as necessary, taking into account the duration of the review, the duration of the vote on the proposed amendment and, if applicable, the duration of the requests for changes to be carried out including a reasonable start-up period. Talentmore AG will inform the Client of the new dates.

A.III.2.7 The Client must bear the costs arising from the change request in accordance with the currently valid prices of Talentmore AG. This includes in particular reviewing the change request, preparing a proposed change and any delays.

A.III.3 Client's Obligations to Cooperate with Regard to Software Services

A.III.3.1 As far as is reasonable, the Client is obliged to cooperate appropriately in the creation of the work.

A.III.3.2 In the case of orders for the creation of software, the Client will in particular provide the necessary information about his operational needs and the environmental conditions of the software (hardware, operating systems, standard software used, organizational plans) of Talentmore AG.

A.III.3.3 To carry out test runs and acceptance tests, either the Client or competent Client employees must be present personally and be authorized to make a binding decision on the acceptance of the software. The Client shall also provide required test data.

A.III.3.4 If Talentmore AG submits drafts, test versions or the like to the Client, the Client must carefully check them. Requests for changes must be notified immediately after submission of the drafts, etc., insofar as they are already visible.

A.III.3.5 If Talentmore AG is also responsible for the installation of the software, the Client must provide the hardware for this purpose and, if necessary, stop working with the computer system for the required period of time.

A.III.3.6 Before Talentmore AG starts working on the Client's IT system, the Client must adequately secure his databases against loss.

A.III.4 Acceptance

A.III.4.1 Acceptance shall be carried out after completion of the overall service or acceptable partial services through a functional test.

A.III.4.2 The type and scope of the functional test are specified in the service description or other appendices to the contract. If no agreement has been made, the implementation shall be determined by Talentmore AG in consultation with the Client.

A.III.4.3 The functional test shall be successful if there are no or only minor defects or if all acceptance criteria that were agreed before the acceptance was carried out have been met. Following a successful functional test, the Client shall be obliged to submit a written declaration of acceptance at the request of Talentmore AG. Any minor defects found must be noted in the acceptance declaration.

A.III.4.4 Acceptance may not be refused due to minor defects. An insignificant defect exists if it is reasonable for the Client to recognize the work as essentially in accordance with the contract and to limit himself to the statutory warranty rights.

A.III.4.5 If the Client does not accept the work for any reason other than an immediate and justified complaint, and if the Client does not collect the complaint within two weeks of the date of acceptance, the service offered is considered accepted. Use of the service by the Client shall also be considered as acceptance.

A.III.4.6 Talentmore AG may set the Client a reasonable period of time to submit the declaration of acceptance, after which the work is considered accepted.

A.III.5 Claims for Defects

A.III.5.1 The nature of the work created shall be determined by the order confirmation or the service description.

A.III.5.2 Guarantee claims shall expire after 1 year, subject to section I.10 of these terms and conditions. This statute of limitations shall begin when the work is accepted.

A.III.5.3 In the event of a defect, Talentmore AG has the choice between rectification of the defect free of charge (repair) or replacement delivery. Talentmore AG bears the expenses required for this, in particular transport, travel, labor and material costs.

A.III.5.4 If the defect cannot be remedied within a reasonable period of time or if the repair or replacement delivery is considered to have failed for other reasons, the Client may rectify the defect himself and demand reimbursement of the necessary expenses, reduce the fee, withdraw from the contract, demand damages, or compensation for futile expenses. The Client's right to an advance payment for self-rectification of the defect in accordance with § 637 Section 3 of the German Civil Code is expressly excluded.

A.III.5.5 A failure of the rectification or replacement delivery is only to be assumed if Talentmore AG has been granted sufficient opportunity for rectification or replacement delivery, if it is impossible, if it is refused or unreasonably delayed by Talentmore AG or if it is unreasonable for other reasons.

A.III.5.6 If an alleged defect cannot be attributed to a defect liability obligation of Talentmore AG after appropriate investigation and if the Client could have recognized this, the Client may be charged with the expenses incurred by Talentmore AG for the verification and elimination of the defect at the respectively valid rates of remuneration.

A.III.6 Rights of Use for Software Development

A.III.6.1 If Talentmore AG creates software for the Client, it grants the Client the right of use of the functional specifications and the software contractually provided and created in accordance with these functional specifications, which is unlimited in space and time. In addition, the license terms of Talentmore AG apply.

A.III.6.2 The rights of use shall only be transferred at the time of full payment of the remuneration by the Client.

A.III.6.3 If Talentmore AG creates individual software programs for the Client, Talentmore AG reserves the right for non-exclusive, unrestricted and unlimited use. In particular, Talentmore AG reserves the right to reproduce, modify and reuse the source code or parts of the source code for other purposes.

A.IV. Special Provisions Services

The following provisions apply to contracts for services between the parties, in addition to the general provisions under A.I.

A.IV.1 Order Fulfillment

The order is fulfilled and ends after complete provision of the service agreed in the order confirmation by Talentmore AG. Talentmore AG informs the Client of the full provision of the services owed. If the Client does not submit, in writing, within 10 working days of the date of this declaration, a notice of objection that the services provided are incomplete, no further provision of services can be required from the order that is shown as fulfilled.

A.IV.2 Payment

In the event of termination of the contract, Talentmore AG is entitled to compensation for the services provided up to the effective date of the termination.

A.IV.3 Rights of Use

A.IV.3.1 Talentmore AG grants the Client the irrevocable right of use of embodied service results, which is unlimited in space and time.

A.IV.3.2 The Client may use the service results provided under this contract exclusively for internal purposes. Disclosure to third parties shall be prohibited.

A.IV.3.3 The rights of use shall only be transferred at the time of full payment of the remuneration by the Client.