

General Terms & Conditions

COMANFIZE GmbH, Kirchfeldstraße 3, 40217 Düsseldorf, Germany

§ 1 Subject

(1) COMANFIZE GmbH (hereinafter referred to as "WE") shall provide services in the field of marketing, sales and digitalization as a consulting company of the Principal (hereinafter referred to as "PARTNER").

(2) If the scope of services includes representation in accordance § 84/1 HGB (German commercial code), supplementary terms and conditions shall apply, which can be accessed at <https://comanfize.com/agb-hv>.

(3) Unless explicitly agreed otherwise in writing, we also do not owe the provision of a work in this respect. In particular, the success of measures can only be predicted. The Partner is aware that we do not owe any success in this respect. If a separate remuneration is agreed for the achievement of a specific success of a service or measure, this shall also be paid as a success-dependent remuneration component. In principle, however, there is no entitlement to the achievement of a specific success. The respective scope of activities is determined in consultation with the partner; or results directly from our offers.

§ 2 Freedom from instructions

(1) We are free with regard to the way we carry out our activities and the use of our time. We are not subject to any instructions on the part of the Partner. Likewise, we are free to determine our place of work. We are not subject to any restrictions in the arrangement of our working hours.

§ 3 Duration of Contract, Termination

(1) The contract is fixed for the term agreed in the respective main contract. The contractual relationship shall commence upon receipt of the order, but no later than 6 weeks after receipt of the order. The contract shall be concluded for an indefinite period. Deviations require the written form.

(2) Unless otherwise agreed in the main contract, the contract may be terminated in the first contract year by either party with a notice period of six weeks, in the second contract year with a notice period of two months, in the third to fifth contract years with a notice period of three months, and thereafter with a notice period of six months, **in each case to the end of a calendar month**. If this period expires, the term of the contract shall be automatically extended by the agreed term.

(3) The right of both parties to terminate the contract for good cause shall remain unaffected. Notice of termination must be given in writing. An e-mail does not satisfy this requirement.

§ 4 Settlement

(1) We shall perform the agreed services in accordance with the offer with the necessary care. We shall be entitled to use the assistance of third parties for this purpose.

(2) If we are prevented from performing the agreed services and the reasons for the impediment originate from the sphere of the partner, the claim to remuneration on our part shall remain unaffected.

§ 5 Confidentiality and release of documents

(1) We undertake to maintain strict secrecy about the circumstances of our partners and all affiliated companies as well as their customers, in particular business and trade secrets and the results of our activities. This shall also apply after termination of the contractual relationship.

(2) We shall return all documents handed over to us in connection with the performance of this Agreement to the Company immediately after termination of this Agreement.

§ 6 Customer naming

The Partner grants us the right to name the Partner as an existing/reference customer within the scope of the activity, using their company logo. The consent can be revoked at any time. The revocation must be made in writing. Should it not be possible to cancel any publications already made for technical and/or practical reasons (e.g. publication in print media) after receipt of the declaration of revocation, no claims by the Partner may be derived from this.

§ 7 Non-solicitation

(1) The Partner undertakes not to entice away, in any form whatsoever, employees of COMANFIZE, partners or third parties used by us to fulfill the order. If necessary, this shall be amicably agreed upon in advance. The Partner undertakes to pay a contractual penalty of 20% of the value of the order in question or of the individual contracts to be executed, but at least a contractual penalty of € 15,000.00 with immediate effect, for each case of infringement of the above obligations under this Clause 7, including by an

employee. The assertion of further damages is not excluded.

(2) The non-solicitation clause shall apply for the duration of the existing contractual relationship as well as within 12 months after termination of the last service provision.

§ 8 Right of revocation

We only enter into contracts with entrepreneurs in the sense of § 14 BGB (German Civil Code). There is no right of revocation for contracts entered into with entrepreneurs.

§ 9 Final clause

(1) Should individual provisions of this contract be or become invalid, or should an essential point not be regulated, the validity of the remaining provisions shall remain unaffected. Amendments and supplements to this contract shall only be effective in writing and with reference to this contract and shall be signed by the partner.

(2) The place of jurisdiction for all disputes arising from this contract shall be the registered office in Düsseldorf, provided that the Partner is a merchant or a legal entity under public law or has no general place of jurisdiction in the territory of the Federal Republic of Germany.

23. Jan. 2023