

**§ 1**

**Scope and Contractual basis**

- (1) These General Terms and Conditions apply to all work performance contracts and related services of PRODYNA. Terms and conditions of the customer shall not become part of this contract, even if PRODYNA does not expressly contradict those or performs the contract. Amendments and changes to these Terms and Conditions must be confirmed in writing by PRODYNA in order to be deemed effective.

**§ 2**

**General**

- (1) Offers submitted by PRODYNA are valid for 30 working days. PRODYNA's offers and/or offer confirmations shall be conclusive for the scope of the work performance. Insofar as the customer orders a Project from PRODYNA without an offer, a contract shall only be concluded when PRODYNA confirms the offer in writing or executes the customer's order itself or through third parties (subcontractors).

**§ 3**

**Cooperation between the parties**

- (1) The delivery of the work performance by PRODYNA requires the close collaboration of the parties and the cooperation of the customer.
- (2) The customer shall support PRODYNA in the work performance to a reasonable extent. The customer shall provide, in particular, the necessary information and documents, in a complete and timely manner. PRODYNA is free to determine the location for the performance of its tasks, unless this necessarily results from the special nature of the agreed activity (e.g., because the required know-how transfer is only possible at the premises of the customer) or of the assignment, in particular due to the high security requirements of the customer. The customer shall ensure that the work performance of PRODYNA will be used in accordance with the contract and the law. In this context, the customer shall in particular

ensure that the services given in towards the completion of the Project are used exclusively for the purpose described in the offer or in the order confirmation.

**§ 4**

**Project deliverables and acceptance**

- (1) PRODYNA offers its customers high-quality work performance for technical developments. During the performance of services, only those legal requirements and standards which are mentioned in the offer, shall be observed. These, are communicated by the customer to PRODYNA prior to the preparation of the offer.
- (2) After completion of the work performance (for the purposes of this Article hereinafter referred to as "Work") and necessary tests to check the fundamental functionality of the Work, PRODYNA shall invite the customer to accept the Work.
- (3) In the event of a defect occurring in the Work, the customer shall, no later than the second business day after performance of such test and discovery of any defect on the Work, deliver to PRODYNA a written report with description of any discovered defect, whereby PRODYNA will take all steps to remedy the defect promptly. A defect means any disparity with the relevant Project documentation according to the agreed work performance. If the Work meets the requirements of the agreed work performance, a representative of the customer shall confirm in writing the acceptance of the Work.
- (4) Minor defects that have no or little effect on the operational use of the Work as a whole will not create a ground for non-acceptance of the Work. PRODYNA will undertake to correct these defects as quickly as possible.

**§ 5**

**Remuneration**

- (1) The type and amount of remuneration results from the proposal and/or the offer. The statutory value added tax valid at the time shall be added to the remuneration.

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- (2) All payments due under these GTCs must be made in full without any deduction or withholding except as required by law and neither of the parties can assert any credit, set-off or counterclaim against the other to justify withholding payment of any such amount in whole or in part. All sums due from the customer which are not paid on the due date shall bear interest from time to time pursuant to section 6 of the Late Payment of Commercial Debts (Interest) Act 1998 or any replacement statute.
  - (3) If a Project is to be carried out in stages, with interim reports being produced, PRODYNA will be entitled to invoice for each stage upon delivery of each interim report.
  - (4) Should PRODYNA provide the customer with services or products that do not form a part of the work performance contract (extra works), the customer is obliged to pay for such deliverables.
  - (5) All payments must be made in British Pounds unless otherwise agreed in writing.
- c) becomes the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of insolvent debtor; or
  - d) enters into a voluntary arrangement under Part 1 of the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
  - e) convenes any meeting of creditors, enter into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of assets or undertakings or any part of them, any documents are filed with the court for the appointment of an administrator, notice of intention to appoint an administrator is given by the customer or any of the directors or by a qualifying floating charge holder (as defined in para. 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed, or petition presented to any court for winding up or for the granting of an administration order, or any proceedings are commenced relating to insolvency or possible insolvency.

**§ 6  
Termination**

- (1) In addition to the right of termination for good cause, either party shall have the right to terminate the agreement with one month's notice.
- (2) Any termination notice must be given in writing in order to be deemed effective.
- (3) If the customer terminates with notice, PRODYNA shall be entitled to demand the full remuneration owed for the case of execution of the agreement. PRODYNA can terminate the work performance immediately if the Customer:
  - a) commits a material breach of the obligations under these Terms and Conditions; or
  - b) fails to make pay any amount due under the contract on the due date for payment; or

**§ 7  
Infringement of third-party property rights**

- (1) PRODYNA warrants that no third-party property rights contravene the assignment of any rights under this work performance contract. If such third-party asserts any claims against the customer based on an infringement upon property rights and if this impairs contractual use, PRODYNA shall, at its discretion and expense, either i) alter or replace the work result/Project in a way that it no longer infringes upon the property right but still essentially fulfils the functional and performance characteristics in a reasonable manner for the customer or ii) indemnify the customer from any license fees for using of such rights towards the holders of the property rights, provided this is reasonable for the customer. Otherwise, the customer may withdraw from the work performance contract after having set a deadline in writing threatening withdrawal from the contract.

**§ 8  
Liability**

- (1) In all cases of contractual and non-contractual liability, PRODYNA shall pay compensation for damages/expenses exclusively in accordance with the following provisions: PRODYNA undertakes to exercise due care in the work performance in accordance with applicable professional standards.
- (2) PRODYNA shall not be liable to the customer in contract, tort (including without limitation negligence) and/or breach of statutory duty for any loss or damage which the customer may suffer by reason of any act, omission, neglect or default (including negligence) in the performance of this contract by PRODYNA, in a sum which is greater than the total price of the associated fees.
- (3) Nothing in this agreement shall operate to exclude:
  - a) i) Either party's non-excludable liability in respect of death or personal injury caused by its negligence or the negligence of its servants or agents;
  - b) ii) The application of Section 12 of the Sale of Goods Act 1979; or
  - c) iii) Liability for fraudulent misrepresentation.
- (4) Notwithstanding anything to the contrary contained in this agreement our liability under or in connection with this agreement whether in contract or, in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) for any claim or series of claims arising out of the same occurrences or series of occurrences shall not exceed £100,000.

**§ 9  
Confidentiality and data protection**

- (1) The parties shall keep the confidential information disclosed to them strictly secret and shall take all reasonable precautions to protect such information from unauthorized access, unless legal provisions or official orders conflict therewith. Confidential

information shall be all information and documents of the respective party which are marked/classified as confidential or which are to be regarded as confidential due to the circumstances, in particular data, ideas, inventions, trade secrets, know-how, operational processes and/or business relations.

- (2) PRODYNA's confidential information shall be made known to the customer's employees only insofar as the employees require this for the performance of their duties. The employees of the customer shall be informed about the compliance with the present confidentiality obligations as well as the provisions of the Law on Intellectual Property.
- (3) The customer shall not remove, change or make unrecognizable any markings such as copyright notices, trademarks, serial numbers or the equivalent contained in the confidential information. These markings, notices, etc. shall be included in all copies of the confidential information in unchanged form.
- (4) The customer shall immediately notify PRODYNA in written form of any unauthorized disclosure or use of the confidential information of which it becomes aware. The customer shall support PRODYNA in the pursuit of claims arising therefrom to a reasonable extent.
- (5) Excluded from the confidentiality obligation pursuant to the preceding paragraphs is such confidential information:
  - a) which was demonstrably known to the recipient at the time of conclusion of the contract or thereafter becomes known to it from a third party, without this constituting a breach of a confidentiality agreement, statutory provision or official order
  - b) which are publicly known at the time of conclusion of the contract or are made publicly known thereafter without a breach of this confidentiality agreement
  - c) which must be disclosed due to legal obligations or by order of a court or authority

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- d) which have been independently developed by the other party.
- (6) In the context of the initiation, conclusion, execution and reversal of a contract on the basis of these GTCs, PRODYNA might collect, store and process personal data. If and insofar as required for the performance of the contract, the parties shall enter into separate agreements on data processing.
- (7) Insofar as PRODYNA is affected by retention periods of commercial, employment law or tax nature, the storage of some data may last up to twenty years. At the request of the customer, personal data will be corrected, blocked or deleted in accordance with the UK Data Protection Act 2018. For questions and requests regarding personal data, the customer can contact the following address: PRODYNA SE, Data Protection Officer, Ludwig-Erhard-Str. 12-14, 65760 Eschborn, Germany or send an email to: [dataprivacy@prodyna.com](mailto:dataprivacy@prodyna.com).

**§ 10  
Non-solicitation**

- (1) During the contract period and for twelve months after its termination the contracting parties shall refrain from actively enticing away and/or having enticed away employees of the other party, who provided services within such contract.
- (2) For each case of contravention of the above non-solicitation clause, each party is committed to pay to the other party immediately a penalty in the amount that equals the gross salary received by the employee in question within the twelve months prior to his/her resignation, but a minimum £30,000 per case.

**§ 11  
Force Majeure**

- (1) If PRODYNA is unable to meet the delivery date which was agreed upon for the Project, due to Force Majeure, all of client's claims against PRODYNA that result from this delay shall be null and void. Force Majeure shall apply if the work performance is interrupted

or affected due to events, acts or omissions which cannot reasonably be controlled by PRODYNA. As Force Majeure shall be deemed in particular strike, lockout, natural disasters, epidemics, hostage-taking, war, unrest, terrorism, sabotage as well as death or long-term illness of a PRODYNA employee involved in the Project. The agreed time limits for delivery or completion shall be extended accordingly. If the performance of PRODYNA subcontractors is impaired or interrupted for any of the aforementioned reasons, this clause shall apply mutatis mutandis. PRODYNA shall inform the customer immediately and in any case before the end of the next business day, before the Force Majeure incident occurred, while the customer shall response within five (5) business days and in written form whether the incident is accepted as Force Majeure.

**§ 12  
Final provisions**

- (1) The rights and obligations arising from these terms and conditions may not be assigned to third parties without the prior written consent of the other party.
- (2) PRODYNA is entitled to include the name of the customer as well as a short Project description for the purpose of self-promotion in its reference customer list on the homepage and in sales and marketing documents, unless the customer expressly objects to the aforementioned in written form.
- (3) There are no verbal ancillary agreements. This agreement may only be amended, terminated or supplemented in written form. This shall also apply to the amendment of the written form requirement.
- (4) This Agreement shall be governed by and interpreted according to the law of England and Wales excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and all disputes arising under the Agreement (including non-contractual disputes or claims) shall be subject to the exclusive jurisdiction of the English and Welsh courts.

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- (5) Should individual provisions prove to be ineffective, the remaining provisions shall remain unaffected. In such a case, the parties shall be obliged to replace an invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same shall apply in the event of a loophole.