

## **General Terms and Conditions**

### **1. Contract**

- i. The General Terms and Conditions of Crystal Biosolutions govern the provision of consulting, training or other services for all orders placed.
- ii. Information regarding contractual services in Crystal Biosolutions' offers is always non-binding. A contract is concluded after Crystal Biosolutions has confirmed an order in writing. Oral and telephone orders, as well as additions and amendments to existing contracts, require written confirmation by Crystal Biosolutions.
- iii. The client cannot transfer his rights under a contract concluded with Crystal Biosolutions to third parties, unless Crystal Biosolutions agrees to this in writing.

### **2. Services and duty of cooperation of the client**

- i. In a contract between the client and Crystal Biosolutions, the scope, the form, the theme and the goal of the services are defined in detail.
- ii. The first step of a cooperation is the preparation of a needs analysis, a consultation or a trainer placement.
- iii. The basis of the performance program of Crystal Biosolutions is the training concept, which is based on a training requirements analysis conducted in collaboration with the client.
- iv. In order to ensure sustainable success, the cooperation of the client is indispensable. For this purpose, all documents and information necessary for the preparation, processing and execution of the order must be made available to Crystal Biosolutions. In this respect, the client warrants that the documents provided by him are not subject to copyright and/or other rights.
- v. Should parts of the service concept and/or the execution of the contract be commissioned by the client to third parties, Crystal Biosolutions shall be contractually be appointed to coordinate these contracts in order to ensure compliance with the conceptual and didactic requirements.
- vi. The client shall inform Crystal Biosolutions before and during the agreed mission of all circumstances relevant for the preparation and execution of the corresponding order. Not later than upon conclusion of the contract, Crystal Biosolutions will be provided with the name of a contact person by the client.
- vii. Crystal Biosolutions provides its services through employees and/or freelancers, leaving it to Crystal Biosolutions to decide whether the service is provided by employees or by freelancers.
- viii. Crystal Biosolutions can also offer its services to competitors of the client.
- ix. The services of Crystal Biosolutions are not only provided in the form of seminars, workshops, trainings and consultations, but also in the form of direct customer contacts (by e-mail, telephone or personal visit).
- x. The selection of venues and premises is done by the client upon consultation with Crystal Biosolutions.
- xi. Force majeure and unforeseeable events free Crystal Biosolutions from the performance obligation. This does not apply to events caused intentionally or through gross negligence by Crystal Biosolutions or

its employees. In this case, Crystal Biosolutions undertakes to agree a replacement date with the client within a period of 7 days. In addition, there are no further claims for damages by the client.

### **3. Remuneration**

- i. Information on the costs of contractual services of Crystal Biosolutions in the form of fee, daily rate, flat rate and/or cost rates are always net costs plus the actually applicable VAT.
- ii. Crystal Biosolutions calculates the fees according to the planned time which is required for the implementation of a measure. This time is therefore reserved for the client. At the time of placing the order, one third of the fee is due for payment, after half of the planned/reserved time the second third and at the end of the planned/reserved time, the remaining third is due for payment. Crystal Biosolutions reserves the right to settle partial services immediately after their provision.
- iii. If client's internal trainers participate in the measure, Crystal Biosolutions is entitled to calculate a surcharge of 30% of the agreed fee.
- iv. Travel and subsistence expenses will be charged separately. If the client causes a change in the planning time, then rebooking and cancellation costs for flights and train tickets, as well as for hotel reservations, will increase the cost of travel and subsistence to be charged. Additional rebooking and cancellation costs, as well as additional accommodation costs, which are not directly caused by the client, but e.g. due to weather-related arrival and departure delays, will only be charged by Crystal Biosolutions by half.
- v. Invoices of Crystal Biosolutions are addressed to the customer name as evidenced in the order and are payable without deductions within 5 days of receipt.
- vi. Set-off rights against counterclaims due are excluded.

### **4. Working documents and rights**

- i. If the client is provided with working documents for the participants of training or consulting services, the copyright, as well as any other industrial property rights in the working documents and the contents laid down therein, are exclusively due to Crystal Biosolutions.
- ii. The working documents are intended exclusively for personal use of the participant.
- iii. Recording of events in sound and/or video format is not permitted.
- iv. Any, even in part, duplication, transfer or publication of the working documents provided to the client or participant is not permitted, unless the written consent of Crystal Biosolutions is obtained in advance. Similarly, the modification or further development of the working documents for further internal training measures, seminars or lectures of the client, without the participation of Crystal Biosolutions, requires a written agreement.

## 5. Confidentiality and data protection

- i. Crystal Biosolutions will maintain confidentiality regarding to the information acquired during the activity about the business and business secrets of the client, even beyond the duration of the contractual relationship.
- ii. The client undertakes to refrain from anything that could jeopardize the independence of Crystal Biosolutions' employees. This applies in particular to employment offers, as well as to offer orders placed without involvement of Crystal Biosolutions.
- iii. The data of an order are saved by Crystal Biosolutions in compliance with the statutory data protection regulations.
- iv. Crystal Biosolutions is entitled to publish the name of the client in its reference list.
- v. Crystal Biosolutions is entitled to use the experience and knowledge gained in the provision of its services in a general form, i.e. without mentioning the name of the client, for its further business activities.

## 6. Termination, delay, cancellation

- I. Termination of the contractual relationship must be made in writing.
- II. For the time of effectiveness of the termination, the receipt date and time of mail, e-mail or fax from the respective contractual partner is decisive.
- III. In the event of delayed order acceptance by the client, or in case of failure to perform, or at delay of cooperation by the client, Crystal Biosolutions is entitled to terminate the order without notice (section 6, paragraph v. shall apply accordingly in this case). Irrespective of this, Crystal Biosolutions is entitled to claim compensation for any additional expenses incurred as a result from such delays of failures. This also applies if Crystal Biosolutions does not issue a termination. The service must then be called up by the client within 6 months at the latest and paid after invoicing.
- IV. In the event of termination of the client for an important reason for which Crystal Biosolutions is responsible, Crystal Biosolutions shall only be entitled to a fee for the services provided up to the receipt of the written termination. For any claims for damages of the client, section 6, paragraphs xiii and ix of the General Terms and Conditions shall apply.
- V. If Crystal Biosolutions terminates for important reason for which the client is responsible, section 6, paragraph vi shall apply. Any claims for damages are reserved for Crystal Biosolutions.
- VI. In the event of termination of a service by the client without important reason, Crystal Biosolutions retains the right to full remuneration of the fee.
- VII. If cancelled before the start of a performance program, Crystal Biosolutions will receive one third of the agreed fee in any case. Crystal Biosolutions calculates further fees and/or other costs (e.g. expenses and related costs, insofar as they have been incurred) on the basis of the agreed rates with the following flat rates (period between receipt of the written termination and start of the service programme):

From 21-0 days before the start of the service - 100% of the agreed remuneration,  
Up to 28 days before the start of the service - 50% of the agreed remuneration.

- VIII. Crystal Biosolutions is entitled to cancel the agreed event no later than two weeks before the start, in the case that essential conditions for the implementation have changed. Fees already paid will be refunded in this case. Any further claims, in particular compensation claims, cannot be made by the client.
- IX. If Crystal Biosolutions is unable to provide a service at the agreed time, it will make a new appointment in agreement with the client. Any further claims cannot be made by the client.

## 7. Liability

- i. Claims of the client or the participants due to impossibility, delay, positive breach of claim, fault in the conclusion of the contract and other legal grounds are excluded, unless there is intent or gross negligence on the part of Crystal Biosolutions or its employees. This applies in particular to liability for consequential damages. In general, Crystal Biosolutions' liability is limited to such direct or indirect damages that were foreseeable at the time the contract was concluded.

## 8. Place of jurisdiction, Severability clause

- i. The place of jurisdiction is Berlin.
- ii. Only German law applies to the contractual relationship.
- iii. The ineffectiveness of individual provisions of these GtC does not affect the validity of the remaining document. The invalid provision shall be replaced by a valid provision which comes closest to the economic and legal purpose originally sought.