

GENERAL TERMS AND CONDITIONS

for the realization of consultancy services

valid from January 1st, 2016

1. Area of application

- 1.1.** These general terms and conditions (GTC) are valid for all contracts between PMR Consulting (in the following named as "PMR") and her clients about consultations and other orders, until something else is agreed expressly in writing or is prescribed legally compelling.
- 1.2.** If exceptionally contractual relations are also justified between PMR and other parties than the client, the regulations of the following No. 10 also are valid towards them.

2. Bases of the cooperation

- 2.1.** In general the activities of PMR include investigations and discussions at the client's office, as well as the working out of elaborations and reports in the business location of PMR. PMR specifies her business hours as well as the place of services according to its dutiful judgment.
- 2.2.** PMR is entitled to render her services by competent specialists. For execution of its services the choice of its consultants, media, technical layouts as well as other third parties is done by PMR. Those decisions are made by PMR exclusively in the interest of the best possible realization of the order. If PMR decides that for execution of an order additional specialists on extra costs shall be incorporated this has to be agreed in written form. As far as PMR uses the services of third parties these will not become contracting partners of the client.
- 2.3.** The client assures the availability of a separate workroom with closeable desks and cupboards for the use by PMR. The client permits further the free use of his communicative devices (e.g., phone, fax machines, Internet accesses etc.), as far as this is necessary within the scope of the realization of the order.
- 2.4.** Based on the bond of trust between the client and PMR the client undertakes to inform PMR about former and current consultations - also in other branches - in detail.
- 2.5.** The client ensures that his employees and - if necessary - his works committee are informed in advance about the activity of PMR.

3. Extent and implementation of the order

- 3.1.** Kind and extent of the consultation are defined, as far as possible when placing of order, in the form of a performance list. Extent, form, topic and the aims of the contractual performance arise from the respective offer, the consultation contract or the project contract and the performance list, or by the individually agreed performances.
- 3.2.** In case in the course of the consultation it turns out that certain tasks exceed the agreed order volume according to the duties as agreed according to 3.1 or that other consultancy services are necessary, PMR immediately will consult with the client. The client then decides if the order shall be enlarged.
- 3.3.** The object of the order is the agreed performance, not a certain financial success. PMR is entitled to help itself for the realization of the order of competent partners of its choice.
- 3.4.** The consideration of foreign right needs the explicit written arrangement.
- 3.5.** The legal situation changes after ending of the order, is not obliged PMR to point out the client to changes or itself from it proving conclusions.

4. Information duty of the client

- 4.1.** The client has to make sure that all processes, documents and information which may be of importance to the implementation of the order will be given to PMR - also without special request and in time. This is also valid for any process, document and information that arises during the time of activity of PMR.
- 4.2.** On demand of PMR the client has to confirm the completeness of the provided information and explanations in a written explanation prepared by PMR.

5. Protection of independence

The client makes sure that none of his actions could endanger the independence of the employees of PMR. Especially there will be no offers for employment and no offers to take over orders at the employees own account.

6. Reporting and oral information

In case PMR has to provide the results of his activities in written form, only the written form is valid. Oral explanations and information of employees of PMR beyond the given order are always non-binding.

7. Copyright and protection of the intellectual property of PMR

The client ensures that all information received by PMR are used only for the own purposes of the client.

8. Discretion duty / passing on of a professional statement of PMR

- 8.1.** The passing on of professional statements of PMR (reports, certificates and such) to a third party needs the written approval of PMR, as far as not otherwise agreed as content of the order.
- 8.2.** The use of professional statements of PMR for advertising purposes is not allowed; an offence entitles PMR to instant cancellation of all orders of the client that have not been carried out yet.

9. Removal of deficiencies

- 9.1.** With any deficiency the client is entitled to subsequent performance by PMR. Only if subsequent performance is not successful the client can require lowering of the reimbursement or cancellation of the contract. If the order has been given by a businessman within the scope of his commerce, by a legal entity of the public law or by a public law special property, the client can require the cancellation of the contract only if the produced performance is without interest for him because of failure of the subsequent performance. As far as in addition any compensation claim exists, the rules according to no. 10 are valid.
- 9.2.** The claim to removal of shortages must be asserted by the client immediately in written form. The claims after paragraph 1 which are not based on a deliberate action come under the statute of limitations at the end of one year after the beginning of legal limitation.
- 9.3.** Obvious mistakes, e. g. errors in spelling, arithmetic mistakes and formal shortages which are included in a professional statement (report, certificate and such) of PMR can be corrected by PMR at any time also towards third parties. The mistake which is likely to question contained results in the professional statement of PMR entitle PMR to withdraw the statement also towards third parties. In the a. m. cases the client is to be informed by PMR before if at all possible.

10. Liability**10.1. Liability with carelessness: single case of damage**

If not agreed in a different way the liability of PMR for compensation claims of every kind is limited to Euro 500,000.00, with the exception of damages from the injury of life, body and health. The agreed restrictions of liability are also valid towards other parties than the client, as far as these are to be considered part of the protective area between the contractor and the client of existing legal relationship.

§334 German Civil Code is not meant to be cancelled. A single case of damage is also given with regard to a uniform damage coming from several duty injuries. The single case of damage includes all results of a duty injury without consideration if damages have originated in one or in several subsequent years. Multiple faults based on the same source of error are regarded as one fault, so in this case a compensation claim can be raised against PMR only to the extent of a total of Euro 500,000.00.

10.2. Exclusion periods

A compensation claim can be asserted only within an exclusion period of one year after the claim beneficiary has attained knowledge of the damage and of the claim-justifying event, at the latest, however, within five years after the claim-justifying event. The claim expires if not raised before court within a period of six months after PMR 's written rejection of the compensation complaint. The right to assert the objection of the limitation of time remains untouched.

11. Oath of secrecy towards third, data security

- 11.1.** PMR is obliged to preserve silence about all facts which PMR becomes aware of in connection with its activities for the client, no matter if it concerns the client or his business connections. The client may release PMR from this oath of secrecy.
- 11.2.** PMR may hand over reports, certificates and other written statements of the results of its activities to third parties only with approval of the client.
- 11.3.** PMR is authorized to process entrusted personal dates within the scope of the purpose of the client or to let them being processed by third parties. The third parties included on this occasion are to be obliged to oath of secrecy the same way as agreed between the client and PMR.

12. Acceptance delay and omitted cooperation of the client

If the client is in delay with the acceptance of the performance offered by PMR or in case the client omits any other liabilities according to No. 4 of these GTC or some other way being incumbent cooperation, PMR is entitled to the instant cancellation of the contract. The claim of PMR on substitute for resulted additional expenditures or loss of fees as well as the caused damage by the delay or the omitted cooperation of the client to her remains untouched, namely also if PMR makes no use of the right of cancellation.

13. Remuneration

- 13.1.** Beside its fees PMR has the right to claim her expenses; VAT is calculated in addition. PMR can require adequate advance payments on reimbursement and expense substitute and set the delivery of its performance under the condition of the full satisfaction of its claims. Several clients stick as a co debtor.
- 13.2.** Any compensation against demands of PMR on reimbursement and expense substitute is allowed only with indisputable or legally ascertained demands.

14. Safekeeping and publication

- 14.1.** PMR puts all documents (handed over by the client or self-made) in connection with the execution of an order into archives for seven years.
- 14.2.** After satisfaction of all of its claims from the order PMR has to hand out all documents that PMR received from the client or on his demand connected to the order on demand of the client. Nevertheless, this is not valid for the correspondence between PMR and the client and for the documents which the client already owns in original or copy. PMR can take and keep copies or photocopies from any documents which PMR returns to the client.

15. Right to be applied

Only German right is valid for the order, its realization and the claims arising out of this.