

General Terms and Conditions ("GTC") of DIS Consulting GmbH (hereinafter referred to as "DIS Interim")
(Version 04/2026)

§ 1 Introductory Provision

- (1) These GTC govern the referral or placement of a candidate introduced by DIS Interim for engagement as an independent contractor (hereinafter referred to as an "Interim Manager"), as well as services, in particular the search for, pre-selection and preliminary assessment of suitable Interim Managers, and any other services provided by DIS Interim for the purpose of performing the relevant assignment.
- (2) They shall apply exclusively unless otherwise agreed in writing and shall also apply to all future transactions between the parties without any further reference to these GTC being required.

§ 2 Obligations of the Client

- (1) The Client shall ensure that DIS Interim is provided in good time with all information and documents required for the performance of the services.
- (2) If DIS Interim proposes, introduces or places an Interim Manager to or with the Client who is already known to the Client, and the Client already has an ongoing business relationship with such Interim Manager, the Client shall notify DIS Interim thereof without undue delay and, in any event, no later than at the start of the interview process, providing appropriate supporting evidence. If such notification is not made or is not made in due time, DIS Interim shall be entitled to the remuneration set out in § 3 below.
- (3) The Client shall be responsible for verifying the professional qualifications and suitability of an Interim Manager proposed, introduced or placed by DIS Interim and shall satisfy itself as to the relevant qualifications and suitability of the Interim Manager.
- (4) The Client shall inform DIS Interim in advance in text form if the Interim Manager proposed, introduced or placed by DIS Interim is to be deployed by the Client in a position of particular trust, in particular where the Interim Manager will be responsible for handling money and/or valuables.
- (5) When engaging an Interim Manager, the Client shall
 - (a) ensure, through the manner in which the contractual relationship is implemented and through appropriate internal organisational measures that any agreement entered into with the Interim Manager cannot be regarded as an employment relationship or dependent employment relationship within the meaning of § 7 SGB IV; and
 - (b) ensure that the Interim Manager and/or the persons engaged by the Interim Manager in the performance of the services are not subject to any right to issue instructions and/or managerial direction. They shall perform their services independently and shall not be integrated into the business organisation of DIS Interim, the Client or any customers of the Client.

§ 3 Remuneration

- (1) The Client shall notify DIS Interim in writing without undue delay after conclusion of the contract or engagement that it has engaged a candidate proposed, introduced or placed by DIS Interim as an Interim Manager or in any other capacity, and shall inform DIS Interim without undue delay in each case of the remuneration invoiced to it by the Interim Manager by providing corresponding supporting evidence.
- (2) Unless remuneration has been individually agreed between the Client and DIS Interim, the fee payable in the event that a candidate proposed, introduced or placed by DIS Interim is engaged shall amount, on a monthly basis, to 35% of the remuneration plus ancillary costs invoiced by the Interim Manager to the Client. The payment obligation shall exist for the entire duration of the engagement of the Interim Manager by the Client. The same shall apply in the event of a repeated engagement of the Interim Manager by the Client without the involvement of DIS Interim. The Client shall inform DIS Interim without undue delay in each case of the remuneration invoiced by the Interim Manager by providing corresponding copies of invoices.
- (3) This entitlement to remuneration shall exist irrespective of whether the Client contacts the proposed, introduced or placed

Interim Manager, or whether the identified or placed candidate has applied to the Client or to an affiliated company of the Client on their own initiative. DIS Interim's entitlement shall also exist irrespective of the position or activity for which the candidate identified, introduced or placed by DIS Interim is engaged by the Client, in particular also where the candidate is engaged for a position or activity other than the position or activity for which the candidate was originally proposed, introduced or placed by DIS Interim. This shall also apply if the identified, introduced or placed candidate is engaged by affiliated companies of the Client within the meaning of §§ 15 et seq. AktG, for example by another group company.

- (4) If the Client hires as an employee a candidate who was initially engaged as an Interim Manager, DIS Interim shall be entitled to a fee in the amount of 35% of the candidate's annual gross target salary in employment by the Client pursuant to § 14 SGB IV. The annual gross target salary shall be calculated including all allowances and additional benefits such as special annual bonuses, Christmas and holiday bonuses, commissions, company car, etc. For variable remuneration, target achievement of 100% shall be assumed. The company car shall be credited at a flat rate of EUR 10,000.00.
- (5) If the Client hires, engages as an Interim Manager or otherwise contracts with an Interim Manager who was originally identified, introduced or placed to or with it by DIS Interim without the prior written consent of DIS Interim, the Client shall be obliged to pay a contractual penalty of up to EUR 25,000.00. In addition, in such case the Client shall be obliged to pay the corresponding fee by application of the provision in paragraph 4 above. Any other rights to which DIS Interim is entitled, in particular claims for damages, shall remain unaffected. The contractual penalty shall be credited against any claim for damages.

§ 4 Invoicing, Due Date and Default

- (1) Unless otherwise agreed, invoicing in the case of the proposal, introduction or placement of an Interim Manager by DIS Interim shall take place monthly.
- (2) Business travel and expenses shall be charged separately to the Client by DIS Interim unless otherwise agreed by contract.
- (3) Invoices shall be due for payment without deduction 10 days after receipt of the invoice, and the remuneration payable shall be understood to be exclusive of the applicable statutory VAT.
- (4) Unless otherwise agreed, the Client shall review on a weekly basis the hours worked by the Interim Manager and recorded in an activity report. The activity report shall be deemed to have been confirmed as proper and in accordance with the contract five days after submission unless the Client raises an objection within this period. As a general rule, DIS Interim shall receive the original activity report, and the Client shall receive a copy. If the Client fails to review and countersign the duly submitted activity report within the aforementioned period, DIS Interim shall nevertheless be entitled to the remuneration calculated on the basis of the activity report.
- (5) The Client shall not be entitled to pay any amounts of any kind to the Interim Managers placed by DIS Interim. Employees of DIS Interim or Interim Managers engaged are expressly not authorised to accept payments from the Client on behalf of DIS Interim. Any such payments made by the Client shall not release the Client from its payment obligations towards DIS Interim.
- (6) The Client may set off claims only against claims that have been acknowledged in writing by DIS Interim or have been finally and bindingly established by a court.

§ 5 Claims for Defects

- (1) The Client's claims in respect of any defects in the services shall generally be governed by the statutory provisions. The Client shall assert claims for defects against DIS Interim in writing without undue delay after becoming aware of the defect.
- (2) Claims for defects shall become time-barred 12 months after performance of the respective service.

§ 6 Liability

- (1) In the case of damage caused by slight negligence, DIS Interim's liability shall be limited to the typical damage foreseeable at the

time the contract was concluded, but in any event to a maximum amount of EUR 3,000,000.00 for property damage and personal injury on a flat-rate basis per damage event.

- (2) DIS Interim shall not be liable for the slightly negligent breach of non-material obligations arising from the contractual relationship.
- (3) The foregoing limitation of liability shall not apply in cases of mandatory statutory liability, in the event that a guarantee has been assumed, or in the case of culpably caused injury to life, limb or health.
- (4) DIS Interim does not assume any guarantee as to the suitability of the proposed, introduced or placed candidates for engagement as Interim Managers.

§ 7 Data Protection and Confidentiality

- (1) The parties acknowledge and confirm that each party acts independently as a controller within the meaning of data protection laws with respect to the processing of personal data in connection with the provision and receipt of the services. The parties are not joint controllers within the meaning of Article 26 GDPR. This shall also apply to any data processing that DIS Interim enters into the Client's system environment at the Client's request. The use of electronic data processing systems or programs specified by the Client for the cooperation shall be agreed with DIS Interim in advance. Any transfer of data processing to a third country may take place only if the specific requirements of Articles 44 et seq. GDPR are met and the conditions imposed by the EU Commission and the German supervisory authorities on such transfer are complied with, for example by entering into an agreement incorporating the EU Standard Contractual Clauses in their current version.
- (2) All personal data of the Client and of any person acting on behalf of the Client that are provided under this agreement shall be processed by DIS Interim for the purposes of administering the contractual relationship and transmitting business information. Natural and legal persons may exercise their rights of access, rectification, erasure and portability of their data, restriction of processing and objection to processing by contacting info@dis-ag.com.
- (3) In addition, for the purposes of credit checks and credit monitoring, data shall be exchanged with credit agencies such as Allianz Trade, CRIF, Creditreform and Dun & Bradstreet in accordance with applicable laws. The Client hereby agrees to this.
- (4) The parties mutually undertake to maintain confidentiality with respect to all confidential information that becomes known in the course of the cooperation. Confidential information within the foregoing meaning is information that a reasonable third party would consider worthy of protection or that is marked as confidential. In addition, the parties undertake in particular, although not exclusively, and to the extent applicable, to preserve secrets within the meaning of § 203 StGB and trade secrets under the GeschGehG, and to comply with telecommunications secrecy, the BDSG and the GDPR.
- (5) The confidentiality obligation shall not apply to information that is already generally and publicly known at the time the contract is concluded, nor shall it apply in the case of statutory disclosure obligations. Unless otherwise agreed, this obligation shall end upon expiry of five years after the respective information

becomes known. The parties shall impose corresponding confidentiality obligations on their employees, any subcontractors and other vicarious agents used by them to perform their obligations, and shall disclose to them only such information as is required for the performance of the respective service.

§ 8 Candidate Documents / Engagement by Third Parties

- (1) Without the prior consent of DIS Interim, the Client shall not be entitled to disclose to third parties any knowledge, documents or other information relating to the Interim Managers proposed, introduced or placed by DIS Interim, or to introduce such persons to third parties for the purpose of engagement and/or hiring. For the purposes of this § 8, a "Third Party" means any natural or legal person or plurality of persons other than the Client. In the event of a breach, the Client shall be obliged to pay a contractual penalty of up to EUR 25,000.00, the amount of which shall be determined by DIS Interim at its reasonable discretion and, in the event of a dispute, may be subject to full judicial review.
- (2) In addition, in such case the Client shall be obliged, by corresponding application of § 3, to pay the remuneration if such Interim Manager is hired by the Third Party, engaged as an Interim Manager or otherwise contracted with. Any other rights to which DIS Interim is entitled, in particular claims for damages, shall remain unaffected.

§ 9 Force Majeure

- (1) Unforeseeable and unavoidable events that are outside DIS Interim's sphere of influence and for which DIS Interim is not responsible, such as force majeure, war, natural disasters or industrial action, shall release the parties from their performance obligations for the duration of such events. Agreed deadlines shall be extended by the duration of the disruption.
- (2) If the end of the disruption is not foreseeable or if it lasts longer than two months, either party shall be entitled to withdraw from the contract or terminate it for good cause. In such case, there shall be no obligation to pay damages.

§ 10 Final Provisions

- (1) The place of jurisdiction shall be Düsseldorf. German law shall apply.
- (2) Amendments and supplements to these General Terms and Conditions must be made in written form. Ancillary agreements shall be valid only to the extent they have been confirmed in writing. This shall also apply to any waiver of the written form requirement.
- (3) Should any individual provisions of these GTC be or become invalid or unenforceable in whole or in part, the validity of the remaining provisions shall not be affected thereby. The parties undertake to replace the invalid or unenforceable provision with a provision that comes as close as possible to the economic purpose of the provision that has ceased to apply.