

General Terms and Conditions of Lünendonk & Hossenfelder GmbH

As of July 2026

A. General Provisions

1. Scope of Application

1.1. These General Terms and Conditions ("GTC") apply to all consulting and project services and other services (hereinafter collectively referred to as "Services") provided by Lünendonk & Hossenfelder GmbH ("Lünendonk") to its clients (Lünendonk and the client hereinafter also referred to individually as "Party" and collectively as "Parties"). They also apply to all future deliveries, services or offers to the client, even if they are not separately agreed upon again. These GTC apply only if the client is an entrepreneur (Section 14 of the German Civil Code), a legal entity under public law, or a special fund under public law.

1.2. The GTC of Lünendonk apply exclusively. General terms and conditions used by the client shall only apply to the extent that Lünendonk has expressly agreed to them in writing. This also applies if Lünendonk does not expressly object to the client's general terms and conditions.

1.3. The general provisions of this Section A apply to all Services provided by Lünendonk. In addition, the respective applicable special provisions in Section B apply to certain specific services ordered via the online shop. In the event of conflicts or ambiguities between the general provisions of this Section A and the special provisions of Section B, the special provisions of Section B shall take precedence over the provisions of this Section A.

2. Offer and Contract Formation

2.1. All offers made by Lünendonk are non-binding and subject to change, unless they are expressly designated as binding.

2.2. A contract is concluded upon signature of Lünendonk's offer documents by the client and Lünendonk, or upon the client's order and a corresponding order confirmation by Lünendonk ("Contract"). The offer documents or the order confirmation are hereinafter collectively referred to as the "Order Document."

3. Services and Deadlines

3.1. Lünendonk shall provide the client with the services as set out in the respective Order Document ("Services") and any agreed changes to the scope of services (pursuant to Clause 4).

3.2. Within the scope of the subject matter of the contract, Lünendonk shall perform the required services on its own responsibility in a professional manner, taking into account the current state of the art as well as generally recognised methods and procedures.

3.3. The activities of Lünendonk consist — unless expressly agreed otherwise in individual cases — of the independent provision of services, in particular the provision of advice to the client. No specific result is owed or guaranteed.

3.4. To fulfil its contractual obligations, Lünendonk may also engage qualified third parties. In such cases, Lünendonk is obliged to select such persons with due care and is also responsible for ensuring that third parties perform their services with the standard of care customary in the trade.

3.5. Dates and deadlines indicated by Lünendonk for the provision of services shall always be regarded as approximate only, unless a fixed date or deadline has been expressly promised or agreed.

3.6. In the event of force majeure or other unforeseeable events at the time of conclusion of the contract (e.g. war, riot, invasion, terrorist acts or sabotage, fire, earthquake, floods or other similar

natural disasters, strikes, lawful lockouts, shortage of labour, pandemics or epidemics, governmental measures, or failure of timely, correct or punctual delivery by third-party suppliers despite a congruent cover transaction concluded by us), the affected party shall be released from its performance obligations for the duration of the disruption and to the extent of its effect, even if it is already in default. This does not result in automatic termination of the contract. The parties are obliged to notify each other of such an impediment and to adapt their obligations to the changed circumstances in good faith.

4. Changes to the Scope of Services

4.1. Either party may request in writing a restriction, modification or extension of the services specified in the respective Order Document ("Change of Services"). If the client requests a change of services, Lünendonk shall review this promptly and, to the extent that the requested change is feasible for Lünendonk, shall submit an offer to the client for the change of services, in particular indicating possible effects on service periods and remuneration. If Lünendonk does not submit an offer to the client in an individual case, it shall also notify the client accordingly.

4.2. Lünendonk may charge a separate fee for the review effort required for change requests. In such cases, Lünendonk shall notify the client without delay and simultaneously submit a corresponding cost proposal for the review of the change request.

4.3. All changes to the scope of services require the consent of both parties and a written agreement on the changes. Lünendonk shall continue to perform the services on the basis of the originally concluded contract until a written agreement on a change of services has been reached.

5. Client's Obligations to Cooperate

5.1. The services to be provided by Lünendonk depend on intensive cooperation between Lünendonk and the client as well as the client's acts of cooperation. The acts of cooperation are therefore material contractual obligations. In particular, the client shall provide Lünendonk with all information, documents and data accessible to it that are required for the provision of services, in a timely manner and free of charge, without any special request.

5.2. The client shall also assume the obligations and services ("Client Services") that result from the offer and any agreed changes to the scope of services.

5.3. If the client fails to fulfil its Client Services in a timely manner, any resulting delays shall be borne by the client. The client shall bear the additional costs incurred by Lünendonk, in particular the costs of the extended provision of its own personnel or resources, caused by the non-contractual provision of the Client Services.

5.4. The client is liable to Lünendonk for ensuring that its Client Services are complete, correct and free from third-party intellectual property rights that would exclude or impair contractual use by Lünendonk.

6. Remuneration and Payment Terms

6.1. The type and amount of remuneration that Lünendonk receives for the provision of services shall be determined by the Order Document, Lünendonk's price list, and any subsequent changes to the scope of services.

6.2. The agreed remuneration constitutes a net price agreement unless expressly agreed otherwise. Lünendonk shall invoice the applicable statutory value added tax in addition.

6.3. All invoices are due for payment by the client without deduction within fourteen (14) days of receipt of the invoice.

6.4. In the event of late payment, default shall occur without the need for a reminder. In the event of default in payment, Lünendonk shall be entitled — without prejudice to all other rights — to charge interest at the statutory rate. If the payment default continues for more than two (2)

months, Lünendonk shall be entitled to terminate the contract for cause without notice (pursuant to Clause 11).

6.5. To the extent that instalment payments or payments in several tranches have been agreed, the total amount shall become immediately due if the client falls more than fourteen (14) days behind with an instalment or tranche.

6.6. Set-off against counterclaims of the client or the withholding of payments on account of such claims shall only be permissible to the extent that the counterclaims are undisputed or have been established by a final court judgment, or arise from the same order under which the relevant service was rendered.

6.7. Lünendonk shall be entitled to perform or provide outstanding services only against advance payment or security if, after conclusion of the contract, circumstances become known that are likely to materially reduce the creditworthiness of the client and that jeopardise the payment of outstanding claims by the client under the respective contractual relationship.

7. Liability, Damages and Limitation Periods

7.1. Lünendonk shall be liable for damages, regardless of the legal basis, exclusively in accordance with the principles set out below.

7.2. Lünendonk shall be liable without limitation for damages resulting from a breach of duty in cases of intent and gross negligence.

7.3. In cases of simple negligence, Lünendonk shall be liable for the breach of material contractual obligations (obligations whose fulfilment is essential for the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely); in such cases, liability shall be limited to the damage that is typical for the contract and foreseeable at the time of conclusion of the contract.

7.4. In all other respects, liability for damages — regardless of the legal nature of the claim asserted — shall be excluded. In particular, Lünendonk shall not be liable for consequential damages arising from defects, other indirect damages, or loss of profit.

7.5. The limitations and restrictions pursuant to Clauses 7.3 and 7.4 shall not apply to damages to life, body or health, to cases where a defect was fraudulently concealed or a guarantee of quality was assumed, or to liability under the German Product Liability Act or other mandatory statutory provisions.

7.6. Liability claims shall become statute-barred after one (1) year from the commencement of the statutory limitation period. This shall not apply to the cases referred to in Clauses 7.2 and 7.5, for which the statutory limitation period shall apply.

7.7. For services ordered via Lünendonk's online shop, the provisions of Section B shall apply in addition. In the event of conflicts or ambiguities between the provisions of this Clause 7 and the provisions of Section B, the provisions of Section B shall take precedence.

8. Intellectual Property

8.1. Subject to full payment by the client, Lünendonk grants the client a simple, non-transferable and temporally unlimited right to use the work results and materials delivered under the contract for its own purposes exclusively within its own company or group of companies.

8.2. Transfer to third parties or publication requires the express written consent of Lünendonk.

8.3. In all cases of termination of the client's right of use (e.g. in the event of termination without notice), the client shall immediately cease use. Furthermore, the client shall immediately return all delivered work results and materials and delete all copies, unless it is legally obliged to retain them for a longer period. The client shall confirm completion in writing to Lünendonk.

8.4. The copyright and exploitation rights shall remain with Lünendonk.

9. Confidentiality

9.1. The parties shall treat strictly confidential all trade and business secrets as well as all information, documents and data that are designated as confidential or whose confidentiality is evident from the circumstances ("Confidential Information") and that come to the knowledge of the respective other party in the context of the contractual relationship. This shall not apply to information that:

- (a) has already become known to the public without the involvement or fault of the receiving party;
- (b) has been made available to the receiving party in good faith by a third party authorised to disclose such Confidential Information;
- (c) was demonstrably already in the possession of the receiving party at the time of receipt; or
- (d) was developed by the receiving party independently of the receipt of Confidential Information from the disclosing party.

9.2. The parties shall ensure that the obligations of confidentiality and secrecy are also observed by their employees and engaged third parties.

10. Data Protection

10.1. The parties shall comply with the applicable data protection regulations applicable to them and shall bind their employees involved in connection with the contract and its performance to data secrecy, to the extent that they are not already generally bound accordingly.

10.2. To the extent required in individual cases, the parties shall enter into further data protection agreements.

11. Termination

11.1. The concluded service contract is binding and may not generally be terminated. However, the client and Lünendonk may terminate the contract without notice for cause.

11.2. In the event of termination without notice, Lünendonk shall be entitled to remuneration for the services rendered up to the effective date of termination. In the event that Lünendonk is responsible for the grounds for termination for cause, the obligation to pay remuneration shall lapse if the client demonstrates within three (3) weeks of the declaration of termination that the services rendered are not usable and of no value to it as a result of the termination. In the event that the client is responsible for the grounds for termination for cause, Lünendonk shall receive, in addition to the remuneration pursuant to the first sentence, an additional lump-sum compensation of 50% of the agreed remuneration for the services not yet performed. The client shall have the right to demonstrate that Lünendonk has suffered no damage or lesser damage. Lünendonk shall have the right to claim the actual damage incurred instead of the lump-sum compensation.

11.3. Termination must be made in writing to be effective.

12. Cancellation and Liquidated Damages

12.1. The client may withdraw from the contract (cancel) prior to the commencement of the event booked by it by means of a written declaration. The receipt of the declaration by Lünendonk shall be decisive for compliance with the deadline. Cancellation shall only be possible against payment of liquidated damages calculated as follows:

- (a) for events:

The participation fee shall be due at 25% in the event of cancellation more than six (6) weeks before the start of the event, and in full in the event of cancellation six (6) weeks or less before

the start of the event.

(b) for other services:

Agreed consulting days may be cancelled or rescheduled free of charge up to twenty-one (21) days before the agreed date. The fee shall be due at 50% in the event of cancellation less than twenty-one (21) and more than ten (10) days before the agreed date. Of this amount, 50% may in turn be credited towards a later date in the event of rescheduling. In the event of cancellation ten (10) days or less before the agreed date, the fee shall be due in full. A credit is not possible.

12.2. The client shall have the right to demonstrate that Lünendonk has suffered no damage or lesser damage. Lünendonk shall have the right to claim the actual damage incurred instead of the lump-sum compensation under this clause.

13. Miscellaneous Provisions

13.1. Lünendonk may include the client and the nature of the order in its own reference lists or name the client for marketing purposes, provided that no confidential information is thereby disclosed.

13.2. The place of jurisdiction for all disputes arising from the business relationship between Lünendonk and the client shall be Memmingen, at Lünendonk's discretion. Mandatory statutory provisions on exclusive places of jurisdiction shall remain unaffected by this provision.

13.3. The relationship between Lünendonk and the client shall be governed exclusively by the law of the Federal Republic of Germany. The United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (CISG) shall not apply.

13.4. To the extent that the contract or these General Terms and Conditions contain gaps, those legally effective provisions shall be deemed agreed to fill such gaps that the contracting parties would have agreed upon in accordance with the economic objectives of the contract and the purpose of these General Terms and Conditions had they been aware of the gap.

B. Special Provisions for the Lünendonk Online Shop

14. Scope of Application

14.1. The conditions contained in this section apply — in addition to the generally applicable provisions of Section A — to all contracts concluded via the online shop for Lünendonk events and the purchase of Lünendonk Surveys and Handbooks.

15. Contract Formation

15.1. The presentation and promotion of services and items in the online shop does not constitute a binding offer by Lünendonk.

15.2. For the purchase of Lünendonk Surveys and Handbooks, the client must first confirm that it is making the purchase on behalf of a company, association or authority within the meaning of Section 14 of the German Civil Code. The client then places an order by clicking the button "Order Handbook now (subject to charge)" or "Order Survey now (subject to charge)" and pays the purchase price or receives the invoice (exclusively for clients with a registered office in Germany).

15.3. For the purchase of Lünendonk Surveys and Handbooks, the client places an order by submitting its order via the online shop by clicking the button "Order Handbook now (subject to charge)" or "Order Survey now (subject to charge)". The client must expressly confirm this after reviewing the order data entered.

15.4. For the booking of Lünendonk events, the client places a legally binding order by submitting its order via the online shop by clicking the button "Register now (subject to charge)". The client is

bound by the order for a period of two (2) weeks after placing the order.

15.5. Lünendonk shall promptly confirm receipt of the survey order or registration for events together with a declaration of acceptance by email, provided that the client has completed the required fields in the order form (each marked with "*") and has accepted the GTC. A contract between Lünendonk and the client is concluded upon this declaration of acceptance. In the case of an order for a survey and payment by credit card or PayPal, the declaration of acceptance shall contain the link required to download the ordered survey, so that fulfilment within the meaning of Section 362 (1) of the German Civil Code already occurs upon the declaration of acceptance.

15.6. Should delivery or provision of the ordered goods or event not be possible, Lünendonk shall refrain from issuing a declaration of acceptance. In such cases, no contract shall be concluded. Lünendonk shall inform the client without delay and shall immediately refund any consideration already received.

16. Payment Terms

16.1. For the purchase of Lünendonk Handbooks, payment shall be made by invoice.

16.2. For the purchase of Lünendonk Surveys, payment shall be made by invoice, PayPal or credit card, at the client's choice.

16.3. For the booking of Lünendonk events, payment shall be made by invoice or credit card, at the client's choice.

16.4. For orders from clients with a registered office abroad, payment of the purchase price shall be made at the client's choice in the manner indicated in the online shop (in particular by credit card or PayPal). Payment by invoice is excluded. Any bank charges or other incidental costs of payment transactions shall be borne by the client.

17. Retention of Title

The delivered goods shall remain our property until the purchase price has been paid in full.

18. Warranty

18.1. Lünendonk shall be liable for material or legal defects in delivered items in accordance with the applicable statutory provisions, in particular Sections 434 et seq. of the German Civil Code. However, the special provisions of Section A, Clause 7 of these General Terms and Conditions shall apply to the client's claims for damages.

18.2. The client shall inspect the goods carefully immediately after dispatch. The delivered goods shall be deemed approved by the client if a defect is not notified to Lünendonk (i) in the case of obvious defects, within five (5) working days of delivery, or (ii) otherwise within five (5) working days of discovery of the defect. Failure to give such notice shall result in the exclusion of the client's statutory claims.

18.3. An additional guarantee exists for goods delivered by Lünendonk only if this was expressly stated in the order confirmation for the respective item. The limitation period for statutory warranty claims is one (1) year and commences upon delivery of the goods.

19. Language

Contracts with the client shall be concluded exclusively in German or English, depending on whether the client places the order via the German-language or English-language version of the online shop. If the client places the order via Lünendonk's German-language website, the German version of Lünendonk's General Terms and Conditions shall be exclusively authoritative. If the order is placed via the English-language website, the English version of these General Terms and Conditions shall be exclusively authoritative.

C. Special Terms of Use for Lünendonk Insight

20. Scope of Application

20.1. The conditions contained in this section apply — in addition to the generally applicable provisions of Section A — to the use of the "Lünendonk Insight" platform (hereinafter "Platform").

20.2. In the event of conflicts or ambiguities between the general provisions of Section A and the provisions of this Section C, the special provisions of this Section C shall take precedence.

21. Scope of Services

21.1. Lünendonk provides a cloud-based platform for the analysis and evaluation of benchmark data from Lünendonk Surveys.

21.2. The Platform supports users in particular in analysing company key performance indicators against suitable peer groups and in evaluating market developments and strategic issues on a data-driven basis.

21.3. The Platform provides analysis and decision support exclusively. No specific economic or other result is owed.

21.4. Results of analyses and AI functions are based on statistical models and the data entered by the user and must be independently verified by the user.

21.5. The Platform is operated in a cloud infrastructure and is accessible via a web browser.

21.6. User inputs are not used for model training.

21.7. The Platform is intended exclusively for entrepreneurs within the meaning of Section 14 of the German Civil Code.

22. User Account

22.1. Use of the Platform requires the registration of a user account.

22.2. Registration requires at minimum the provision of the user's full name and a business email address. If the details provided change after registration, the user is obliged to update the information in their user account without delay.

22.3. Login is carried out via a passwordless process using one-time codes. In addition, a personal login link may be sent by email.

22.4. The user is obliged to protect their access credentials from unauthorised access. Any use of a user account shall be deemed to have been carried out by the user, unless the user is not responsible for the unauthorised use.

22.5. The user is obliged to notify Lünendonk without delay of any unauthorised access.

22.6. A separate user account must be created for each user. Lünendonk is entitled to block user accounts in the event of violations of applicable law, these Terms of Use, or in the event of security-related anomalies.

23. User Obligations

23.1. The user shall use the Platform exclusively to the extent permitted under these terms and conditions.

23.2. The user is obliged to comply with all applicable statutory provisions when using the Platform. In particular, the user is prohibited from:

- entering or processing unlawful content,
- circumventing the Platform's security mechanisms,
- gaining unauthorised access to systems or data.

24. Data Provision

24.1. The user may enter company data and other content into the Platform in the course of use. The user is solely responsible for:

- the lawfulness of the processing of such data,
- the accuracy and currency of the data,
- compliance with third-party rights.

24.2. Lünendonk does not generally review such data. Lünendonk reserves the right to block or delete data upon becoming aware of a violation of applicable law or these Terms of Use.

25. Rights of Use

25.1. The user grants Lünendonk a non-exclusive right of use in the data provided by the user, limited to the duration of the contract, to the extent necessary for the provision of the services. The user warrants that they hold the transferred rights and are legally able to grant them effectively. The user warrants that the content is free from third-party rights that could conflict with this grant of rights to Lünendonk.

25.2. Lünendonk grants the user a simple, i.e. non-sublicensable and non-transferable right of use in the most current version of the Platform for the duration of use under these Terms of Use. The user is expressly not entitled to make the software available to third parties, whether free of charge or for remuneration.

25.3. Passing on the content provided by Lünendonk to third parties without Lünendonk's consent is not permitted.

25.4. The rights to the Platform and the underlying databases remain with Lünendonk.

26. Blocking and Deletion

Lünendonk is entitled to block or delete user accounts or content if:

- there are statutory obligations to do so, or
- there are concrete indications of a violation of these Terms of Use.

The legitimate interests of the user shall be given appropriate consideration.

27. Data Protection

The processing of personal data is carried out in accordance with Lünendonk's privacy policy. The current version is available at <https://www.luenendonk.de/datenschutz-insight/>. The user is obliged to enter personal data into the Platform only on the basis of an appropriate legal ground under data protection law.

28. Liability

28.1. Lünendonk shall be liable without limitation for damages to the life, body or health of the user.

28.2. Without prejudice to the cases of unlimited liability pursuant to Clause 28.1, Lünendonk shall be liable for slightly negligent breaches of duty only in the event of a breach of material contractual obligations, i.e. obligations whose fulfilment is essential for the proper performance of the contract or whose breach jeopardises the achievement of the purpose of the contract and on whose compliance the user may regularly rely, but limited to the damage that is typical for the contract and foreseeable at the time of conclusion of the contract.

28.3. The foregoing limitations of liability shall not apply to liability under the German Product Liability Act or in the context of guarantees assumed in writing by Lünendonk.

28.4. To the extent that Lünendonk's liability is excluded or limited under these Terms of Use, this shall also apply in favour of the personal liability of its employees, representatives and governing

bodies.

29. Support

Lünendonk's customer support is available Monday to Friday (excluding nationwide public holidays) between 8:30 a.m. and 5:30 p.m. Users may open a support ticket at info@lunenendonk.de.

30. Amendments to the Terms

Lünendonk reserves the right to amend these Terms of Use, in particular due to changes in legislation or to enable improved functionality of the Platform. Amendments to these Terms of Use will be sent to the email address you have provided, together with the revised version. The amendments shall be deemed accepted unless an objection is raised within a period of four weeks of receipt of the notification of amendment. The objection must be made at least in text form.

Lünendonk & Hossenfelder GmbH