



TERMS AND CONDITIONS FOR CONSULTANCY AND ANALYSIS SERVICES

1. SCOPE OF APPLICATION

1.1 These Terms and Conditions of Consultancy and Analysis and Analysis supplement contracts (hereinafter referred to as "contract"), the subject matter of which is the Consultancy, Analysis and Provision of Information by TWC Analysis Ltd (t/a The Wright Consultancy) (hereinafter referred to as "TWC") to the client, in particular, but not exclusively, in connection with the preparation, planning and implementation of scientific analysis, professional decisions and projects.

1.2 If TWC has once included these Terms and Conditions of Consultancy and Analysis in a contract with the client, they will also apply to all future contracts for Consultancy and Analysis services between the client and TWC, even if TWC should not refer to these Terms and Conditions of Consultancy and Analysis again in future contracts. This does not apply only if and to the extent that the parties agree on the validity of new Terms and Conditions of Consultancy and Analysis of TWC in the future contract.

1.3 The Terms and Conditions of Consultancy and Analysis of TWC apply exclusively. General terms and conditions of the client will only apply if this has been expressly agreed in writing.

2. SUBJECT MATTER OF THE CONTRACT, PERFORMANCE AND SCOPE OF SERVICES

2.1 The subject of the contract is the agreed consulting and/or analysis work specified in the contract as provided in a quote from TWC, not the achievement of a certain success or result.

2.2 TWC renders its services with due diligence and prudence, and always related to the integrity and the needs of the client. The client is aware that every assessment and analysis of a building or environment also implies imponderables that are outside of the control or analysis of TWC either before, during or subsequent to any analysis or advice given.

2.3 TWC uses well-trained employees with the necessary expertise and experience for assignments and supervises and controls them. Unless otherwise agreed, TWC can use expert subcontractors for the execution of the order, whereby TWC always remains directly obliged to the client. Unless otherwise agreed, TWC decides at its own discretion which employees or subcontractors are used.

2.4 TWC does not owe and does not provide legal or tax advice or auditing.

3. CHANGES IN PERFORMANCE

3.1 TWC will take into account change requests of the client related to the order, as far as this is possible within the framework of its operational capacities and its consulting offer and as far as the implementation of the change request is appropriate and reasonable for it.

3.2 TWC may carry out minor project changes without prior consent of the client, provided that these correspond to the presumed will of the client, are urgent and the client cannot be reached in time. TWC will inform the client immediately about such project changes and their effects.

3.3 Insofar as the effort of TWC is increased or the time frame of the project is extended as a result of a change request of the client, the contracting parties undertake to negotiate a corresponding reasonable adjustment of the contract and the remuneration. If the contracting parties cannot agree on a remuneration for the services, the remuneration due to TWC shall, in case of doubt, be increased in accordance with the additional time and costs.



3.4 If the examination of the project modification involves a considerable effort for TWC, TWC can demand the conclusion of a separate order for this purpose.

3.5 Clause 3.3 applies accordingly in case of a project modification according to 3.2.

4. COOPERATION OBLIGATIONS OF THE CLIENT

4.1 The success of any project requires close cooperation between the parties. Client will continuously support TWC in the project work to the best of its ability. Client will inform TWC comprehensively about the companies which are the subject of the order and about all aspects essential to the project, and will continuously provide significant documents and information or documents and information deemed necessary by TWC in due time and in full.

4.11 The specific document types will usually, but not exclusively, include .PDF, .DWG, .DXF, .STL, .IFC and any other detailed full architectural drawing(s) that may be appropriate at the request of TWC.

4.2 The Client shall;

- » provide TWC with complete, accurate and prompt answers to all questions to the best of its knowledge which form an essential basis for TWC's work on the project.
- » inform TWC without being asked and in good time - also in cases of doubt - about all circumstances which may be of importance for the project, including the subsequently arranged correction or updating of handed over documents or information.

4.3 In case of appointment of an Interim Manager provided or mediated by TWC, the agreed duties of cooperation of the client are also to be fulfilled towards the Interim Manager.

4.4 The client will immediately check interim results, documents, emails, minutes of meetings etc. submitted by TWC as to whether the factual information contained therein is correct and complete to its knowledge.

4.5 The client undertakes to assure TWC in writing of the completeness and correctness of the information provided to TWC at TWC's request prior to a presentation of the results by TWC to its knowledge (declaration of completeness).

4.6 At the request of TWC the client will create the necessary and reasonable organisational, legal and factual preconditions in the company which is the subject of the contractual Consultancy and Analysis and in particular bring about the declarations required for 5.5. If required, they will provide TWC and its vicarious agents with suitable workplaces on site, which allow undisturbed and confidential work (incl. desk, office equipment, PC, telephone and, if necessary, integration into the company's internal communication system).

4.7 If and insofar as the client does not fulfil, does not completely fulfil or does not fulfil in time their obligations to cooperate as agreed with TWC despite request by TWC, the following shall apply:

- a) Additional expenses (time, costs) incurred by TWC as a result thereof will be reimbursed by the client at the general fee rates agreed between the parties;
 - b) In serious cases TWC has the right to terminate the contract extraordinarily after unsuccessful expiry of a reasonable period of time for the fulfilment of the duties to cooperate.
- Further legal rights and claims of TWC remain unaffected.

5 MAINTENANCE OF CONFIDENTIALITY BY TWC

5.1 TWC is obliged for 2 years from the time of conclusion of the contract to keep confidential all information or business and trade secrets of the client designated as confidential (hereinafter; "confidential information") which becomes known to it in connection with an order.

5.2 Unless an exception is regulated in this section 5, TWC may only hand over confidential information and reports, expert opinions and written statements on the course and results of its activities to third parties with the prior consent of the client.



5.3 The duty of confidentiality according to 5.1 does not apply to confidential information if and as far as:

- a) these were already lawfully in the possession of TWC before disclosure and without any obligation of secrecy;
- b) these were lawfully transmitted to TWC after conclusion of the contract by a third party without obligation of secrecy;
- c) these have been published without the intervention of TWC or have otherwise become generally known through no fault of TWC;
- d) TWC is obliged to provide information to authorities, the judiciary or other third parties due to mandatory legal provisions or official orders;
- e) the client has agreed to TWC passing on the information.

5.4 TWC is entitled to disclose confidential information to the persons employed by it for the execution of the order, in particular its employees and subcontractors as well as persons professionally bound to secrecy, provided that TWC undertakes to bind these persons to secrecy and data protection.

5.5 TWC is authorised to process personal data entrusted to it by the client as well as its employees (e.g. details of name, address, date of birth, marital status, religious denomination, status of disability, length of service, salary, membership of works council, etc.) and financing partners, suppliers, customers, consultants as well as other persons or companies used by the client (e.g. address, telephone/fax number, e-mail address, etc.) within the scope of the intended purpose or to have them processed by third parties.

5.6 TWC is allowed to use the fact that a contractual relationship exists or has existed between the client and TWC as well as its concrete activity as a reference, in particular within its online services, presentations, events or in its company brochure.

6. IMPEDIMENTS TO PERFORMANCE

6.1 In case of force majeure and other unforeseeable, extraordinary and non-culpable circumstances (e.g. in case of unforeseeable material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties and similar), any performance deadlines of TWC will be extended to a reasonable extent. This does not apply if TWC is responsible for taking over, precautionary or preventive measures. If the performance becomes impossible or unreasonable for TWC due to the aforementioned circumstances, TWC will be released from the performance obligation.

6.2 TWC can only invoke the aforementioned circumstances if TWC informs the client thereof without delay.

6.3 Clause 6.1 applies accordingly if an employee of TWC who is contractually designated for the project - unforeseeable at the time of conclusion of the contract and for which TWC is not responsible - is absent. If this employee or subcontractor is permanently, or for a long period, prevented from providing the service, TWC is entitled to provide an employee or subcontractor with at least the same skills as a substitute.

6.4 If delays in performance according to clauses 6.1 to 6.3 become unreasonable for the client, they can set TWC a reasonable deadline for the commencement and/or continuation of the contractual activities and after fruitless expiry of this deadline terminate the contract extraordinarily according to 13. TWC's claim to remuneration for services already rendered remains unaffected by this.

6.5 As far as TWC is responsible for impediments to performance, it is only liable according to clause 12.

7 FIDUCIARY DUTY AND ASSURANCE OF INDEPENDENCE

7.1 The parties commit themselves to mutual loyalty. They shall inform each other without delay of all circumstances arising in the course of the execution of the project which may influence the processing.



7.2 The client vouches that the companies affiliated with them as well as their employees refrain from everything which could endanger the independence of the employees or subcontractors privy to the clients agreement with TWC. In particular, the direct or indirect enticement of TWC's employees or former employees, or subcontractors privy to the clients agreement, are to be refrained from within 24 months after termination of the cooperation with TWC.

7.3 For each case of violation of the prohibition according to 7.2 the client has to pay a contractual penalty in the amount of £10.000, GBP. In case of a continuous violation the contractual penalty shall be deemed to be newly forfeited for each month commenced.

TWC reserves the right to claim further damages or other rights (e.g. injunctive relief).

8 USE OF RESULTS / PROTECTION OF INTELLECTUAL PROPERTY

8.1 The client guarantees that the reports, expert opinions, organisation plans, drafts, drawings, lists and calculations made by TWC within the scope of the order will only be used for the contractually agreed purposes and will not be edited, translated, reprinted, passed on or distributed without the express written consent of TWC in the individual case. The use of the consulting services rendered for companies affiliated with the client requires an explicit written agreement.

8.2 Insofar as work results are copyrightable, TWC remains the author. In these cases the client receives the irrevocable, exclusive and non-transferable right of use to the work results, which is only limited by 8.1, sentence 1, otherwise unlimited in time and place.

9 PASSING ON OF PROFESSIONAL STATEMENTS BY TWC

9.1 The passing on of information and consulting services (hereinafter collectively "consulting contents") of TWC (including e.g. reports, expert opinions, organisation plans, drafts, drawings, lists, calculations, etc.) made within the scope of or in connection with the order by the client to a third party requires the written consent of TWC, as far as the consent to the passing on to this third party does not already result from the contents of the contract.

9.2 The use of consulting contents of TWC by the client for advertising purposes is inadmissible; a violation entitles TWC to extraordinary termination of the contractual relationship and all other orders of the client not yet completely executed. Further claims of TWC remain unaffected in this respect.

10 FEE, ADDITIONAL COSTS, DUE DATE, DEFAULT

10.1 The amount and the kind of the fee will be regulated in principle by individual contract. In the event that no arrangement has been made, the following fee rates shall apply:

- » Partner / Director - £150 GBP / hour,
- » Senior Consultant / Analyst - £120 GBP / hour,
- » Analyst - £100 GBP / hour,
- » Other (research, assistance, presentation preparation) - £75 GBP / hour,

in each case plus statutory VAT and the flat rate for incidental expenses pursuant to 10.3. The hourly rates apply to both working and travelling time. A detailed time sheet can be requested at short notice at any time if required.

10.2 If the term of the contract exceeds a period of 12 months and TWC invoices on a time and material basis, the fee rates will increase by 3 %, or the average rate of inflation in the previous 12 months (whichever is higher), at the beginning of each new contract year after conclusion of the contract.

10.3 Unless otherwise agreed, the ancillary costs amount to a flat rate of 15 % of the net fee turnover. The incidental costs include travel expenses in the United Kingdom as well as costs for the necessary access to research facilities (databases, fees for file inspections, etc.), communication and office management. Fees for travel time are not included and will be invoiced according to 10.1 from the TWC office closest to the client. Furthermore, the agreed rental and use of electronic data rooms, specialised databases and/or other agreed external services are not included. Incidental costs will be invoiced together with the fees.



10.4 When down payments are agreed, they are due immediately upon invoicing and before commencement of services and will be set off by TWC against the consulting & analysis services closest in time. Insofar as further down payments have been agreed, TWC will invoice these in good time in each case so that an interruption of Consultancy and Analysis services is avoided.

10.5 Other fee invoices are due upon receipt by the client and are payable within 7 calendar days. If the due date of an agreed fixed fee depends on the presentation of provisional results, the due date shall also occur if the Client no longer accepts results already prepared (e.g. as a result of termination of the contract at short notice) on the agreed date. Complete results and certification will be provided upon full payment of invoice of agreed contract.

10.6 The statutory value added tax shall be added to all price quotations and shown separately in the invoices.

10.7 Several clients shall be jointly and severally liable.

10.8 A claim to off set the client cost against TWC is only permissible with undisputed or legally established claims.

11 DEFECTS, STATUTE OF LIMITATIONS

As far as TWC owes an analysis or an expert opinion or any other defined work, the following applies in addition:

11.1 Insofar as the services are defective, the customer has a right to rectification by TWC in accordance with the statutory provisions.

11.2 In case of repeated failure of the rectification the client can also demand reduction of the remuneration or cancellation of the contract. The client can only demand cancellation of the contract if the service rendered is of no interest to them due to failure of the rectification. Section 12 shall apply to any further claims for damages.

11.3 The aforementioned warranty rights of the Principal shall become statute-barred, with the exception of claims for damages, 12 months after the statutory commencement of the limitation period.

12 LIABILITY, LIMITATION

12.1 TWC is liable to the client, irrespective of the legal basis, for the damages caused by and for which TWC, its legal representatives and vicarious agents are responsible as follows:

12.2 TWC is liable according to 12.1 for damages resulting from injury to life, body or health.

12.3 TWC is liable according to 12.1 for other damages caused intentionally or by gross negligence. Liability for slight negligence exists in these cases only in case of violation of essential contractual obligations and is then limited to the compensation of the contract-typical and foreseeable damage.

12.4 In all other cases of damage and liability not covered by the above liability regulations, TWC's liability is excluded.

12.5 TWC is not liable for the improper application or implementation on the part of the client of the recommendations given within the scope of the services or in the working documents of TWC.

12.6 As far as the liability of TWC is excluded or limited according to this contract, the same applies to the personal liability of its legal representatives, employees and vicarious agents.

12.7 Clauses 11 and 12 apply accordingly to any claims for compensation of futile expenses.



13 TERMINATION

13.1 As far as nothing else has been agreed by contract and as far as TWC does not owe the creation of a service in the sense of 11 (in this respect the legal regulations apply), the contract can be terminated by both parties with a notice period of 14 days to the end of the month. The right to extraordinary termination shall remain unaffected.

13.2 The following in particular shall be considered as extraordinary grounds for termination

- in the event of a lack of agreement on the remuneration in the event of necessary substantial changes to the project;
- in case of default of acceptance and delays in payment by the client, provided that TWC has unsuccessfully set a reasonable deadline for performance by the client;
- if a substantial deterioration or a substantial endangerment of the financial circumstances of the client occurs, in particular if the client stops or declares to stop payments, or if the client has filed for insolvency or if insolvency proceedings have been opened or rejected for lack of assets.

13.3 In the event of extraordinary termination by TWC due to conduct of the client in breach of the contract, the client shall owe TWC compensation for all damages caused by the premature termination of the contract, including loss of profit.

13.4 The termination must be in writing to be effective.

14 RETENTION, STORAGE OF DOCUMENTS

14.1 Until full settlement of its claims TWC has a right of retention of the documents handed over to it, the exercise of which, however, is contrary to good faith if the retention would cause disproportionately high damage to the client which cannot be justified when weighing both interests.

14.2 After settlement of its claims under the contract, TWC shall, at the client's request, surrender all documents which the client has handed over to it (itself or via a third party) on the occasion of the execution of the order. This does not apply to the correspondence between the parties and to simple copies of reports, organisation charts, drawings, lists, calculations etc. made within the scope of the order, provided that the client has received the originals.

14.3 TWC's obligation to keep the documents expires six months after termination of the contractual relationship. Legal obligations to keep records remain unaffected.

15 SUPPLEMENTARY PROVISIONS

15.1 This contract is exclusively governed by UK law excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws references to other legal systems.

15.2 Place of performance is the registered office of TWC:

The Wright Consultancy
The Upper Rooms
North St. Church Buildings
33 North Street
Taunton
Somerset
TA1 1LW
United Kingdom

Provisional Document!



The place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of the TWC branch concluding the contract, provided that (i) all clients are merchants, legal entities under public law or special funds under public law and there is no common place of jurisdiction with them, (ii) in all other cases only if the client or clients do not have a domicile in the United Kingdom.

15.3 The language of presentations, documents, reports, expert opinions, analyses, etc. shall be in British English.

15.4 Amendments or supplements to a contract referred to in 1.1 as well as in individual cases to these Terms and Conditions of Consultancy and Analysis shall require text or written form, unless a stricter form is mandatory by law. The exchange of e-mails to notified e-mail addresses satisfies the form requirement agreed herein. This shall also apply to any amendment of this written form requirement.

15.5 The client may assign rights from the contractual relationship with TWC only after prior written consent by TWC.

15.6 Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the rest of the contract. Instead of the invalid or unenforceable provision, a provision shall be deemed agreed which objectively comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of the occurrence of a gap in the contract that needs to be filled.