General Terms and Conditions of bdg Consulting GmbH

§ 1. General scope

1.1 All legal transactions between the principal and bdg Consulting GmbH (in the following "BDG") are primarily subject to BDG's General Terms and Conditions. Further agreements can be made in the proposal itself or in an explicit agreement. In all respects, the version of BDG's General Terms and Conditions effective at the time respective agreement is concluded shall apply.

1.2 These terms are always made available to the client, can be required at all time and are handed over with the proposal and/or agreement. Also they are publicly available on the website of BDG under the link: https://www.businessdevelopmentgermany.com/about-us/download/

§ 2. Scope of services & costs:

2.1 Offers include the services explicitly listed. The cost of additions, which are not included in the scope of services offered, is subject to a separate calculation.

2.2 Day rates of BDG consultants are calculated as follows:

- Junior Consultants = 750 EUR;
- Consultants = 1,000 EUR
- Senior Consultants = 1,200 EUR
- Managing Partner = 1,500 EUR

Packages and monthly agreements may differ from this and therewith show a discount or otherwise beneficial agreement for the client.

2.3 A working day usually has 8 hours, travel time is considered working time, unless else is negotiated.

2.4 Travel expenses depend on agreement and availability, but if nothing else is decided, the following is the guideline; flights with a duration of up to 2 hours are flown in economy class, flights with a duration of 2,5 – more hours min. premium economy class. Intercontinental flights as well as such with 6+ hours duration are generally flown in business class.

2.5 Train connections within Germany are generally 1st class. Car rentals will primarily be trough Sixt and depend on availability, time and purpose. As a standard however middleclass to lower premium-class is chosen.

2.6 Hotels in Europe is minimum 4* standard, in all other countries 5*. Usually BDG is choosing and organizing the hotel, but in case the client wishes to take care of this; the booking receipt / confirmation is to be given to BDG at least one week before arrival.

§ 3. Explicit legal and tax services:

3.1 Please note that according to German law, only German lawyers and notaries can provide legal advice. BDG itself is a consultancy company that helps the client through all necessary steps in the project, but itself however does not provide legal advice. This can only be done by German lawyers or notaries that BDG will contact on behalf of the client (according to the power of attorney and/or other agreement).

3.2 The same accounts for tax / accountant services. Only German "Steuerberater" (tax advisors) may provide advice and consultancy about explicit tax scenarios. BDG will either refer to such authorized partners and/or seek advice there in the name of the client, if equipped with a respective power of attorney or service agreement.

§ 4. Timeframe:

4.1 The services will begin after acceptance of the client and the payment. In case several payments are agreed upon, the services begin after receiving the initial payment. The preparation phase will, usually, not take longer than 14 days and BDG will start with the actual consultancy work immediately after having received the first payment.

4.2 BDG is obligated to a comprehensive quality management according to ISO 9001:2015 standards. This includes the obligation to ensure that all project elements are realized in an adequate period of time. To ensure high quality results and maximum efficiency, our business activities are based on clearly defined operating processes. These are mostly communicated to the client in the proposal-phase, where our core services are shown in according to handouts. These again explain the processes and the measures taken. Of course, individual projects can differ from this, which is why BDG tends to keep a very open dialogue with the client throughout a project.

4.3 Because of 4.2 therefore BDG will provide the client with a form for proper validation of the quality of the work and the project satisfaction. This is handed over after finalization of the project. The client is obliged to fill-in the form and return it to BDG.

§ 5. Obligations of the client:

5.1 To achieve optimal results, the client has the obligation to cooperate and to timely respond and provide information and data relevant to the successful implementation of the order. A timely response is given if the principal answers an explicit email-request within a week's time.

5.2 BDG is obliged to realize the project within a reasonable period. To achieve this, the client shall cooperate according to provision 5.1 as a minimum.
Note: We prefer to stay in a vivid exchange with the client to work efficiently and achieve the best results. Therefore, we encourage our clients to stay involved in the procedure and keep up short response times.

5.3 The client shall ensure that BDG can carry out the activities related to this order without interruptions and timely. The client provides BDG with all documents and data needed for the performance and completion of the order, without having to be specially requested by BDG. Further, the client shall inform BDG immediately about all occurrences and circumstances that are of significance to the implementation of the order. This includes all documents, activities and conditions that become known or available during the implementation of the agreed contractual services. BDG acts according to its own judgment and responsibility and shall not be required to work in a particular place or to keep particular working hours.

5.4 BDG commits to report to the client to a reasonable extent on the progress of services performed by persons working for BDG and/or any third parties employed by BDG.

5.5 BDG is not subject to directives by the client at any time during the performance of the project.

5.6 BDG reserves the right to permanently discontinue the project if the principal does not fulfill the obligations. All payments must be made in any case.

§ 6. Testimonials:

6.1 BDG Consulting GmbH reserves the right to use completed work as a reference to show prospective clients. This right includes the option to mention our client references in diverse communication channels.

6.2 BDG will waive this right upon the client's explicit request.

6.3 Vice versa, testimonials from other clients will be provided upon request.

§ 7. Confidentiality:

7.1 BDG, its employees, and external partners are bound by strict confidentiality obligations in regard to the execution of the order and all information that the client provides in this context and shall not disclose any information about the details of the business operations of the principal to a third party. The testimonial reference alluded to above is named as an exception. The principal is likewise committed to confidentiality in regard to this agreement.

7.2 BDG shall be obliged to maintain complete confidentiality concerning all business matters made known to it in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the client.

7.3 In addition, BDG undertakes to maintain unconditional confidentiality vis-à-vis third parties concerning the entire content of the work and all information and particulars it has received in connection with the implementation of the project, and particularly also concerning data of customers of the client.

7.4 BDG is released from the obligation of silence vis-à-vis any agents and deputies whose services it uses. However, it must fully impose this obligation on these persons, and is liable for any violation they commit against the obligation of secrecy, as if it would be any violation it may itself commit.

7.5 The duty of confidentiality shall remain in force after the end of the contract. An exception to this is in the event of any legal obligation to give evidence or to provide information.

§ 8. Communication

8.1 Our availability complies with the normal office hours (Monday to Friday 8.00 a.m. to 6 p.m., CET). Inquires via e-mail will be responded to within 24 hours on working days (usually much faster).
Note: Public holiday may differ between the countries.

8.2 For all enquires the client shall always apply to their bdg contact person.

§ 9. Protection of intellectual property:

9.1 All output materials (especially offers, reports, analyses, presentations, methods, service descriptions, etc.) created by BDG, its employees or third parties employed by BDG, as well as intellectual property rights, copyrights and know-how therein shall remain property of BDG. During the Contract period and after termination thereof, the Principal may use these output materials exclusively for the purposes intended by the agreement. The client is to that extent not authorized to reproduce and/or disseminate the works without the express agreement of BDG. Under no circumstances does any liability towards third parties arise for BDG as a result of any unauthorized reproduction/dissemination of the works, in particular with reference to the correctness of the works.

9.2 Violation of these provisions by the client entitles BDG to immediate premature termination of the contractual relationship and the assertion of other statutory claims, in particular on the basis of omission and/or compensation for damages.

§ 10. Data protection:

10.1 BDG guarantees that all data that is related to our business activities, is handled according to the General Data Protection Regulation (GDPR).

10.2 In case of inquires about personal data, it stands open to anyone to contact BDG under data@businessdevelopmentgermany.com.

§ 11. Ethics

11.1 BDG is member of the UN Global Compact and is committed to the 10 principles of the Global Compact on human rights, labor standards, environmental protection and fighting corruption. For an overview of the principles visit

https://www.unglobalcompact.org/what-is-gc/mission/principles.

§ 12. Payment, VAT & Taxes:

12.1 Payment conditions depend on project size, duration and individual terms. BDG generally operates with three different payment models. For small projects the total amount is due as down payment. For medium-sized projects we offer payments in several installments during the period of the agreement. In larger, ongoing projects BDG invoices on a monthly basis at the last day of each month or at the beginning of a new month in advance. Which payment model shall apply is subject to individual agreement between BDG and the principal.

12.2 All payments based on formal BDG invoices are due the latest within 14 days of receipt. Invoices are sent via email and the date of the outgoing email is acknowledged from both parties as being the date from which the count of 14 days start.

12.3 Please note: in case of late payment, a default interest will apply. We are entitled to levy 9% default interest above the base rate established by the German Federal Bank (Bundesbank). This currently applies 8.12%.

12.4 Taxes are paid in the own country of the recipient. All invoices are net and it is expected that the stated total amount is transferred to the bank account of BDG.

12.5 Costs for the transaction (bank) and/or costs for exchange of currencies are not to be deducted from the total amount, but are to be borne additionally by the client.

12.6 All mentioned prices in invoices, offers and indicative proposals are net and VAT come on top. Within the European Union reverse tax is relevant if both parties have an EU-VAT-ID.

12.7 This agreement is subject to German tax law. VAT are being added if applicable (see 11.1).

12.8 In case of all other taxes, every party must bear its own taxes in the respective countries they are located in.

§ 13. Applicable law

13.1 This agreement is subject to German law.

13.2 The jurisdiction for all matters possible arising from this is Cologne, Germany.

§ 14. Liability of damages & insurance:

14.1 The activities of BDG comprise mainly of consultative services, e.g. providing relevant information. The assessment and managerial decision-making about the implementation of recommendations, solely lies with and is responsibility of the client. Unless the managerial decision was made on the basis of a consultative mistake on the part of BDG, BDG is not liable for incurred financial losses due to managerial decision-making.

14.2 BDG is insured for errors and omissions as well as general liability including environmental liability and environmental damage up to 2.000.000 EUR for bodily injury and property damages and up to 250.000 EUR for financial losses at HISCOX Insurance Company Ltd., Munich/Germany.

§ 15. Validity:

15.1 If nothing else is agreed upon, offers will remain in place for 4 weeks. To accept, please send the signed offer via e-mail to your BDG contact quoting the offer number.

15.2 The agreement on our general terms and conditions enter into force upon signing.