



General Terms and Conditions of Business (AGB) of Leafworks GmbH

Last revised: 2 May 2020

1. General Provisions

All LEAFWORKS contracts shall be concluded and performed in accordance with these General Terms and Conditions of Business. Conflicting terms and conditions of the Customer shall not be valid unless they have been acknowledged in writing.

2. LEAFWORKS Services

1. Unless otherwise agreed in the individual case, the work of LEAFWORKS consists in providing independent consultancy services to the Customer.
2. No particular successful outcome is owed or guaranteed. The Customer shall decide at their own responsibility on the timing as well as the nature and extent of the measures recommended by or coordinated with LEAFWORKS. This shall apply even if LEAFWORKS gives support to the Customer during implementation of agreed plans and measures.
3. The particular subject matter and scope of the work to be provided by LEAFWORKS shall be determined by the contract concluded in writing. If the need for additional or supplementary work arises, LEAFWORKS shall alert the Customer of such need. In this case, expansion of the scope of the contract by LEAFWORKS shall also occur by the Customer requesting or accepting such additional or supplementary work.
4. LEAFWORKS shall base their work on the information and the documents provided or made available by the Customer and on the figures communicated and shall presume them to be complete and correct. LEAFWORKS shall not be obliged to verify their correctness, completeness or compliance, or to conduct their own research. This shall apply even in cases where plausibility checks or assessments of value are to be conducted by LEAFWORKS as part of the awarded contract, which are

based solely on the information, data or documents communicated by the Customer and do not have as their content the verification thereof.

5. Provision of legal or tax consultancy as a subject matter of the contract is excluded.
6. Any disclosure or presentation towards third parties of written compositions or results provided by LEAFWORKS shall be subject to the prior consent of LEAFWORKS and shall be made solely in the interest and on behalf of the Customer. The third party shall not be included thereby into the scope of protection arising from the contract between the Customer and LEAFWORKS. This shall apply even if the third party wholly or partly bears or funds the cost of remunerating LEAFWORKS for their work for the Customer.

3. Customer's Cooperation Obligations

1. The Customer shall make all information and documents required to perform the contract available to LEAFWORKS in a complete and factually correct condition.
2. If, upon the request of LEAFWORKS, the Customer fails to perform all or part of the required cooperation actions, LEAFWORKS shall have the right, but no obligation, to terminate the concluded contract without notice upon prior written notification. In this case, LEAFWORKS may invoice the Customer either for the actual services provided up to the time of termination or instead for the agreed or predicted total fees less the expenses saved due to the early termination of the contract.
3. The Customer shall issue a declaration of completeness to LEAFWORKS confirming that the information and documents provided to LEAFWORKS are complete and correct, and that there is no indication (known) which may justify questioning their completeness and correctness.

4. Fees

1. Unless otherwise agreed in the individual case, the LEAFWORKS services shall be charged for and remunerated in accordance with the respectively applicable LEAFWORKS daily/hourly tariffs plus expenditures, incidental costs, daily expenses, etc.
2. LEAFWORKS shall be entitled to charge reasonable advance payments for the services expected to be provided, or reasonable partial payments for

services already provided. Consultancy shall commence upon payment of the first advance payment invoice.

3. If requested down payments, progress payments or other LEAFWORKS invoices are not settled or not settled completely, LEAFWORKS shall have the right to stop any further work until the outstanding claim has been paid in full. Furthermore, LEAFWORKS may terminate the concluded contract without notice upon a prior written reminder including a threat of termination. In this case, LEAFWORKS may invoice the Customer either for the actual services provided up to the time of termination, or instead for the agreed or predicted total fees less the expenses saved due to the early termination of the contract.
4. Any predictions by LEAFWORKS in terms of timing and fees relating to the performance of a contract constitute non-binding estimates, as the required expenditure of time may be dependent on factors which LEAFWORKS have no control over.
5. If the predicted amount of time or fees has been exceeded due to circumstances for which the Customer is responsible (e.g., insufficient cooperation on the Customer's part), the resulting additional expenditure must be remunerated according to the respectively applicable LEAFWORKS daily tariffs.
6. If the actual working time is more than 30% above the predicted working time, the Customer, upon notification by LEAFWORKS, shall have a right of choice between either terminating the contract and remunerating the services provided up to that time at the conditions agreed, or continuing the contract and paying the excess working time additionally on the basis of the daily/hourly tariff.

5. Payment Terms

1. The fees agreed with LEAFWORKS are net prices in addition to which respectively applicable statutory value-added tax shall to be paid.
2. LEAFWORKS invoices for consulting services will be sent at the end of each month, including time sheets. The standard payment term for consulting services is 14 days, unless a different term is defined in the offer.
3. If the Customer is a consumer, they shall come into default of payment upon receiving a request for payment by LEAFWORKS, or in any case no later than 30 days after receipt of the invoice. In this case, default interest in the statutory amount shall to be paid.

4. If the Customer is not a consumer, they shall come into default by exceeding the date of payment; no request for payment is required therefor. From the time of coming into default, the default interest shall be 8% above the respectively current base interest rate, at least, however, 10% of the invoice total. In the event that the statutory interest rate is below this minimum rate, the Customer shall be at liberty to prove that lower interest damage has occurred.
5. The Customer may only set off counterclaims that are undisputed or have been legally established; otherwise, set-off is excluded. If the Customer is not a consumer, they are only entitled to exercise a right of retention if their counterclaims have been legally established or are undisputed.

6. Licences

This Article shall be omitted, if no separate subscription brokerage contract for licences exists.

1. In case of Zendesk licence agreements concluded by LEAFWORKS on behalf of the Customer, the Customer shall be additionally bound by the "Reseller Subscription Services Agreement" (<https://www.zendesk.com/company/customers-partners/reseller-terms-of-service>).
2. If associated services that are provided in addition ("add-on" in each case) are passed on to the Customer by LEAFWORKS, Zendesk reserves the right to update the add-on at their own discretion. However, the add-on features and the functionality shall not be substantially compromised during the subscription term.
3. The scope of licence acquisition shall be stipulated in a separate subscription brokerage contract.

7. Liability

1. Any information, representation, consultation or recommendation given orally or by telephone shall be to the best of the giving party's knowledge and belief. However, it shall be binding only upon being confirmed in writing.
2. No liability or warranty shall be accepted for the success of the measures recommended by LEAFWORKS. This shall apply even if LEAFWORKS gives

support to the Customer during implementation of agreed plans and measures.

3. If the Customer is not a consumer, LEAFWORKS shall only be liable in the event of intent or gross negligence. The amount of liability is limited to the typically foreseeable damage. Claims relating to injury to life, limb or health are not subject to any limitation of liability.
4. To the extent stipulated by law, liability of LEAFWORKS shall not apply if the damage incurred is also due to incorrect or incomplete information or documents provided by the Customer. The same shall apply if circumstances giving rise to liability have not been notified to LEAFWORKS in writing by the Customer within 14 calendar days of becoming aware of them.

Final Provisions

1. Amendments or supplements to the order or these General Terms and Conditions of Contract - with the exception of extensions to the order pursuant to section 2.c. of these Terms and Conditions - must be made in writing to be effective. Any tacit amendment of the order or the General Terms and Conditions of Contract shall be excluded.
2. Should any provision of the order or these General Terms and Conditions be or become legally invalid, this shall not affect the legal validity of the remaining provisions of the order and these General Terms and Conditions. In this case, the contracting parties shall agree on a legally effective provision that comes as close as possible to the meaning and purpose as well as the economic objective of the invalid clause. The same procedure shall be followed in the event that the order or these General Terms and Conditions contain an illegal gap which must be closed by means of a supplementary interpretation of the contract.
3. The place of performance for all services shall be Norderstedt. The exclusive place of jurisdiction for all disputes arising from the order (including those in proceedings relating to documents and bills of exchange and in dunning proceedings) shall be Norderstedt, if as the Customer is a merchant, a special fund under public law or a legal entity under public law. If the Customer is not a merchant, Norderstedt shall also be agreed as the place of jurisdiction if the Customer does not have a place of jurisdiction in Germany at the time the action is brought or has their habitual residence

and/or domicile outside Germany or has moved there or their residence or habitual residence is not known.