

CODADA – GENERAL TERMS AND CONDITIONS

1. Applicability

These General Terms and Conditions (“T&C”) apply to all services provided by the contracting CODADA entity (“CODADA”) under the respective written agreement with the client (“Client”) (the “Agreement”), unless expressly agreed otherwise in writing. In the event of any conflict between these T&C and the Agreement, the Agreement shall prevail.

2. Contracting Entity

“CODADA” means the specific CODADA entity named in the Agreement. Only the entity named in the Agreement shall be the contracting party and assume rights and obligations under that Agreement.

3. Services

CODADA shall provide the services agreed in the Agreement with due care and in a professional manner. Unless expressly stated otherwise in the Agreement, CODADA’s services may include advisory, coordination, representation, market execution, and related commercial support activities. The performance and outcome of such services may be influenced by external factors, including market conditions, third-party decisions, regulatory processes, and the Client’s own commercial decisions, product readiness, pricing, and execution. Any specific commercial targets, milestones, or outcomes shall apply only where expressly agreed in writing.

4. Cooperation by Client

The Client shall provide all information, documents, feedback, approvals, and other cooperation reasonably required for the performance of the services. The Client is responsible for ensuring that all information provided to CODADA is accurate, complete, and not misleading. Any delay or deficiency on the Client’s side may affect performance timelines and results.

5. Fees and Payment

Fees, currency, invoicing intervals, and payment terms shall be as stated in the Agreement or invoice. Unless otherwise stated in the Agreement or invoice, invoices are due within seven (7) days from the invoice date. Unless agreed otherwise in writing, all invoices are payable without set-off, deduction, or withholding. If any payment becomes overdue, CODADA may suspend performance until payment has been received. Any taxes, bank charges, withholding taxes, transfer fees, or currency conversion costs shall be borne by the Client unless expressly agreed otherwise in writing.

6. Expenses

Unless agreed otherwise in writing, travel reasonably required for the agreed services is included in the agreed fees. Any additional third-party costs or specific out-of-pocket expenses shall only be incurred if discussed and agreed in advance. Where such additional costs are agreed, they shall be billed separately.

7. Independent Contractor and No Authority

CODADA acts solely as an independent contractor. Unless expressly agreed otherwise in writing, CODADA has no authority to bind the Client, conclude contracts on behalf of the Client, make legally binding representations for the Client, or create obligations in the Client’s name.

8. Third Parties

CODADA may, where appropriate, introduce, identify, communicate with, or coordinate with third parties in connection with the services. Any commercial, legal, regulatory, financial, logistics, supply, distribution, employment, or other agreements with third parties shall be concluded directly by the Client and the respective third party. CODADA is not a party to such agreements and assumes no liability for the acts, omissions, performance, solvency, compliance, or conduct of any third party.

9. Client Responsibility

The Client remains solely responsible for its own business, commercial, legal, tax, regulatory, employment, import, distribution, pricing, and contractual decisions. The Client shall independently assess and verify any third party, market, opportunity, or recommendation before entering into any commitment. Any decision taken by the Client based on information, input, or support provided by CODADA remains the Client’s sole responsibility.

10. Confidentiality

Each Party shall treat as confidential all non-public commercial, financial, technical, legal, and business information received from the other Party in connection with the services. Confidential information shall only be used for the purpose of the collaboration and shall not be disclosed to any third party except where required for the performance of the services, where permitted by the Agreement, or where required by law. This obligation shall continue after termination of the Agreement.

11. Intellectual Property

Unless expressly agreed otherwise in writing, all materials, documents, analyses, presentations, concepts, strategies, templates, know-how, trademarks, trade names, logos, branding materials, and other work product created or provided by CODADA shall remain the intellectual property of CODADA. Such materials may be used only for the Client’s own internal business purposes in connection with the agreed collaboration. Such materials shall not be reproduced, distributed, disclosed, commercialized, transferred, or otherwise made available to third parties without CODADA’s prior written consent. CODADA’s name, logo, trademarks, trade names, and branding materials may not be used without CODADA’s prior written consent.

12. No Exclusivity

Unless expressly agreed otherwise in writing, CODADA does not grant exclusivity to the Client. CODADA may provide services to other clients, including in similar sectors, industries, or markets, provided that CODADA continues to observe its confidentiality obligations.

13. Non-Circumvention

The Client shall not directly or indirectly bypass or circumvent CODADA in relation to any contact, partner, distributor, customer, supplier, opportunity, or business relationship introduced in writing by CODADA or in relation to which CODADA had active documented involvement under the Agreement. This restriction shall apply during the term of the Agreement and for 24 months from the date of the relevant introduction or CODADA's last active documented involvement, whichever is later. This clause shall not apply where the Client can demonstrate with written evidence that it had a pre-existing direct business relationship with the relevant party before CODADA's introduction or involvement. In the event of a breach, CODADA shall be entitled to the fees that would have been payable under a direct engagement or equivalent arrangement.

14. Subcontracting

CODADA may engage affiliated entities, employees, contractors, consultants, agents, or other third parties in the performance of the services, provided that CODADA remains responsible for the overall delivery of the agreed services.

15. Compliance

Each Party shall comply with all laws and regulations applicable to it in connection with the Agreement. Where CODADA processes personal data on behalf of the Client, the Parties shall enter into a separate data processing agreement where required by applicable law. The CODADA Business Principles shall form an integral part of the Agreement only where expressly stated in the Agreement.

16. Liability

CODADA shall be liable without limitation for wilful misconduct, gross negligence, fraud, and for injury to life, body, or health. In the event of simple negligence, CODADA shall only be liable for breach of essential contractual obligations, meaning obligations whose fulfilment is necessary for the proper performance of the Agreement and on the observance of which the Client may regularly rely. In such case, CODADA's liability shall be limited to the foreseeable, typically occurring damage. To the extent permitted by applicable law, CODADA shall not be liable for indirect or consequential damages, including loss of profit, loss of business, loss of opportunity, loss of goodwill, or loss of expected revenue. CODADA shall not be liable for commercial outcomes, failed negotiations, market developments, regulatory decisions, or the actions or omissions of the Client or any third party. Any liability of CODADA arising out of or in connection with the Agreement shall in aggregate be limited to the fees actually paid by the Client under the Agreement during the 6 months preceding the event giving rise to the claim, except in cases of unlimited liability under this Clause 16.

17. Indemnity

The Client shall indemnify and hold harmless CODADA against third-party claims, losses, damages, liabilities, costs, and expenses arising from:

- a) inaccurate, incomplete, or misleading information or materials provided by the Client;
- b) the Client's products, services, representations, instructions, or business conduct; or
- c) the Client's agreements or dealings with third parties, except to the extent such claims, losses, damages, liabilities, costs, or expenses were caused by CODADA's wilful misconduct, gross negligence, or fraud.

18. Termination

The Agreement may be terminated in accordance with its terms. If the Agreement provides for a notice period, termination shall be effected in accordance with that notice period, provided that such notice period shall not be less than 30 days unless expressly agreed otherwise in writing. Either Party may terminate the Agreement with immediate effect in the event of a material breach by the other Party, provided such breach is not remedied within a reasonable period after written notice where remedy is possible. Termination shall not affect accrued rights, payment obligations, confidentiality obligations, intellectual property rights, non-circumvention obligations, or any provision intended to survive termination.

19. Force Majeure

Neither Party shall be liable for any delay or failure in performance caused by events beyond its reasonable control, including war, civil unrest, natural disaster, epidemic, government action, sanctions, transport disruption, labour dispute, power failure, or communication network failure. The affected Party shall notify the other Party without undue delay where reasonably possible.

20. Notices

Any notice under these T&C or the Agreement shall be made in writing by email or other written form customarily used between the Parties, unless stricter form is required by the Agreement or applicable law.

21. Entire Understanding

These T&C form part of the Agreement together with any appendices, annexes, and documents expressly incorporated by reference. They supersede prior discussions relating to the same subject matter only to the extent expressly covered by the Agreement and these T&C.

22. Severability

If any provision of these T&C is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. The invalid provision shall be replaced, to the extent possible, by a valid provision that most closely reflects the original commercial intent.

23. Governing Law and Dispute Resolution

Unless otherwise stated in the Agreement, the Agreement and these T&C shall be governed by German law. Any dispute arising out of or in connection with the Agreement or these T&C shall be finally resolved by arbitration.

Seat of arbitration: Frankfurt, Germany.

Language of arbitration: English.