

General terms and conditions of contract

Scope of application

The following contractual conditions apply to all contractual relationships between the Customer and Uhlala GmbH. They become an integral part of the contractual relationship between the Customer and Uhlala GmbH when Uhlala GmbH is commissioned.

Deviating or additional contractual, delivery or purchasing conditions of the Customer shall not become part of this contractual relationship. Anything to the contrary shall only apply if the inclusion of the deviating or additional conditions is agreed in writing.

1 Components of the contract

1.1 The contractual relationship shall be based on the following documents including their attachments:

- the registration form,
- the General Terms and Conditions of Contract,
- the regulations regarding the Data Protection of the Uhlala GmbH and
- the Code of Conduct of the Uhlala GmbH.

1.2 In the event of contradictions, the contractual components shall apply in the aforementioned order of precedence and priority.

2 Conclusion of contract

A contract is concluded when Uhlala GmbH provides the Customer with an individual offer and the Customer accepts this offer by an declaration to Uhlala GmbH or orders specific services via the Uhlala GmbH website.

3 Execution of the contract

3.1 Uhlala GmbH will perform the agreed services to the best of its ability and on the basis of the methodological principles developed by it. It is agreed between the contracting parties that Uhlala GmbH does not guarantee the achievement of specific results, outcomes, business goals or other successes.

3.2 The services of Uhlala GmbH serve exclusively the business interests of the Customer. The work results are intended solely for him. Contractual partners of the Customer and companies associated with him cannot derive any claims against Uhlala GmbH from the contractual services and the work results.

3.3 All performance dates are mutually agreed upon between Uhlala GmbH and the Customer. Something different only applies to services whose performance date has already been unilaterally specified by Uhlala GmbH upon conclusion of the contract due to the nature of the matter (e.g. deadlines for conducting employee surveys, submission deadlines for the fully completed PRIDE Champion Audit, etc.).

3.4 The contact persons named by the Customer are authorized to make and receive all legally binding declarations and other statements on behalf of the Customer. Changes to the powers of representation and their expiry must be notified to Uhlala GmbH in writing in order to be binding.

4 Changes and additions

The Customer is entitled to expand the scope of the services ordered at any time. A limitation of the ordered services, on the other hand, requires the written consent of Uhlala GmbH.

5 Cooperation obligations of the Customer

5.1 The Customer is obligated to support Uhlala GmbH in the provision of the agreed services to the best of its ability and to create all conditions necessary for the proper fulfillment of the contract within its sphere of operation and risk, in particular to fulfill its obligations to cooperate completely and in a timely manner. The customer shall in particular, but not conclusively,

- provide all content, data, samples, templates, logos, company-related and other information (hereinafter referred to as "Materials") required for the performance of the service free of charge, in suitable form and quality (e.g. language, resolution) in a timely and complete manner,
- immediately check all (partial) services submitted for acceptance and approval,
- communicate any requests for changes and corrections in writing without delay and with appropriate explanations.

5.2 Default by Uhlala GmbH is excluded if the Customer, for his part, has not fulfilled, has not fulfilled in time or has not fulfilled completely the obligations to cooperate incumbent upon him.

5.3 If the Customer's acts of cooperation are delayed permanently, i.e. for more than two months, Uhlala GmbH is entitled to terminate the agreement and discontinue all services. The remuneration claim of Uhlala GmbH and its due date remain unaffected by this.

5.4 If the Customer does not fulfill his obligations to cooperate, Uhlala GmbH is entitled, after setting two fruitless deadlines, to carry out the omitted cooperation itself by way of substitute performance. If Uhlala GmbH incurs additional personnel costs or expenses as a result of the substitute performance, Uhlala GmbH is entitled to invoice the Customer for these additional services.

5.5 Subsequent changes to the employees to be interviewed, changes to e-mail addresses or adjustments to the allocation to organizational units are only possible in exceptional cases and only with the consent of Uhlala GmbH.

6 Contents of the Customer

6.1 Uhlala GmbH assumes no liability for materials and services provided by the Customer to Uhlala GmbH for the performance of the contract. The Customer ensures that these materials and services are free of third party rights and that their use and processing by Uhlala GmbH does not violate any third party rights. In this respect, the Customer shall indemnify Uhlala GmbH against all claims of third parties and shall reimburse Uhlala GmbH for any resulting damage, including the costs of legal defense.

6.2 Uhlala GmbH is not obliged to check the materials and other information provided by the Customer for completeness, correctness of content or third party rights.

7 The understanding of values by the Uhlala GmbH as a social business and the inclusion of the Code of Conduct of the Uhlala GmbH into the contractual relationship under the law of obligations

7.1 The Uhlala GmbH constitutes a social business assuming social responsibility and advocates for an understanding of values which is written down in the [Code of Conduct of the Uhlala GmbH](#). The Code of Conduct of the Uhlala GmbH becomes an integral part of the contractual relationship under the law of obligations between the Uhlala GmbH and the customer. Thus, the compliance with the Code of Conduct becomes a contractual obligation, especially to respect the values laid down in the Code in question as e.g. respect for human rights, advocacy for diversity and inclusion and to refrain from inhumane actions, all forms of hostility including those founded in racist, xenophobic, homo-, bi-, trans-, non-binary- and interphobic actions, beliefs and attitudes.

7.2 In case of an offense against the Code of Conduct of the Uhlala GmbH, e.g. in forms of publishing discriminating contents on social media by employees of the customer or other forms of offenses, there is a significant violation of the contract itself. In case of an offense against the Code of Conduct of the Uhlala GmbH, the Uhlala GmbH is entitled to terminate the contract affected by the violation with immediate effect.

7.3 The consequences of the termination of the contract due to an offense against the Code of Conduct of the Uhlala GmbH are especially these:

- **termination of the obligation to perform the service in question by the Uhlala GmbH,**
- **withdrawal of awards, which prove the compliance with the values which are written down in the Code of Conduct,**
- **compensation for losses incurred by the Uhlala GmbH due to the early termination of the contract in question which,**
- **compensation for damages incurred by the Uhlala GmbH due to the contractual relationship with the customer concerned, e.g. negative publicity or**
- **contractual penalty amounting to 1000 EUR.**

The customer is entitled to prove that the Uhlala GmbH incurred no losses or only a significantly lower loss than the amount to be charged.

8 Rights of use

8.1 The contractual work results, brands, titles, logos, methods are the intellectual property of Uhlala GmbH. All industrial property rights thereto, in particular trademark and/or copyright rights of use, shall remain with Uhlala GmbH. The Customer is not entitled to use these rights for himself, to reproduce, to distribute, to edit and/or to transform them or to transfer any rights and powers thereto to third parties.

8.2 The use of the Logo in the event that Customer is awarded the "PRIDE Champion" or certification for the purpose of corporate communications shall remain unaffected, but shall be limited to the term of one year after receipt of the award. After the end of the term, print materials created during this period can be used up promptly, after which further use is excluded.

9 Payment modalities

9.1 The price list of Uhlala GmbH, as amended from time to time, or the registration form sent to the Customer by Uhlala GmbH, shall apply to the services covered by the contract. All prices in these lists are subject to the applicable statutory value added tax.

9.2 Unless otherwise agreed in individual cases, services will be invoiced immediately after commissioning or registration. Invoices are due for payment immediately. Invoices will be sent by Uhlala GmbH in electronic form to the e-mail address(es) provided by the Customer in the registration documents.

9.3 The reimbursement of travel and accommodation expenses incurred by the Uhlala GmbH due to domestic travel on official business and abroad is to be agreed upon in any individual case. In case of granting reimbursement of travel and accommodation expenses (flight, train, hotel, rental car, cab) incurred in connection with the provision of the agreed services for the Uhlala GmbH (e.g. for presentation of results, meetings at the customer's premises) the expenses will be invoiced separately without additional processing costs. Travel outside of the city of Berlin, the headquarter of the Uhlala GmbH, or the place of residence or the habitual residence of the employee of the Uhlala GmbH working in remote is to be by rail or airplane in 2nd class or economy class. Overnight stays should be in a middle class hotel (min. 3 stars). In the case of traveling by car, € 0.80 per single distance kilometer is reimbursable for travel to and from the destination by car. Rental cars are reimbursable up to the middle class.

10 Warranty

The statutory warranty regulations shall apply unless the contracting parties reach a deviating written agreement for the individual case.

11 Liability

11.1 Uhlala GmbH shall be liable in accordance with the statutory provisions for damages to life, body and health that are based on a culpable breach of duty by Uhlala GmbH, its legal representatives or vicarious agents, as well as for damages that are covered by liability under the Product Liability Act.

11.2 For other damages that do not fall under section 1, the liability of Uhlala GmbH for slightly negligent behavior by Uhlala GmbH, its legal representatives or its vicarious agents is excluded. This does not apply, however, to the violation of obligations, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the Customer may regularly rely. Insofar as Uhlala GmbH is liable for slightly negligent conduct, liability is limited to typical and foreseeable damage.

11.3 Any further liability of Uhlala GmbH is excluded.

12 Termination

12.1 The right to ordinary termination of this agreement is excluded.

12.2 The right of both contracting parties to terminate this agreement without notice for good cause remains unaffected.

12.3 The termination must be in writing to be effective. To the exclusion of electronic form (e-mail), it may be declared either by fax or by mail.

13 Cancellation fee in case of withdrawal from the contract or termination of the contract

13.1 In case of withdrawal from the contract or termination of the contract by the customer, the Uhlala GmbH will charge a cancellation fee. The cancellation fee depends on the purchasing price and the moment at which the contract is withdrawn or terminated.

13.2 If the contract is withdrawn or terminated by the customer within 14 days after the acceptance of the offer, the cancellation fee amounts to 40% of the purchasing price. If the contract is withdrawn or terminated by the customer on the 15th day or later after the acceptance of the offer, the cancellation fee amounts to 75% of the purchasing price. If the contract is withdrawn or terminated by the customer 6 calendar weeks before the agreed complete fulfillment of the service by the Uhlala GmbH, the cancellation fee amounts to 95% of the purchasing price. From the moment on when the service has been de facto performed by the Uhlala GmbH, the cancellation fee amounts to 100% of the purchasing price, if the customer cancels the contract in question.

12.3 The customer is entitled to prove that the Uhlala GmbH incurred no losses or only a significantly lower loss than the amount of the cancellation fee to be charged. § 628 BGB remains unaffected.

13 Secrecy

13.1 The contractual partners shall be obligated to use all documents, knowledge, experience, business matters, processes and business and trade secrets of the respective other contractual partner, its employees and customers as well as the content of this contractual relationship (hereinafter referred to as "Information") of which they become aware in the course of the contractual cooperation and the performance of this Agreement exclusively for the purpose of performing the contractual cooperation. Apart from that, this information is subject to secrecy of both contractual partners - subject to a separate consent. The contractual partners shall take all necessary and reasonable measures to protect this information from unauthorized third parties.

13.2 This provision shall not apply if the information is known to the other contracting party at the time of

- was already known to the other contracting party without any obligation to maintain secrecy at the time it became known or became known in a lawful manner at a later time,
- has been made known to the other contracting party or to the public with the consent of the entitled party
- the respective contractual partner has been expressly permitted to disclose the information to third parties.

13.3 The above confidentiality obligation shall not end with the term of this Agreement, but shall continue as a sign of post-contractual fiduciary duty for a period of two years.

14 Data protection

Uhlala GmbH undertakes to process personal data provided by the Customer or obtained in the course of the participation of the Customer's employees in the employee survey in accordance with the General Data Protection Regulation (GDPR).

15 Consent to the Use of the Results from the PRIDE Champion Audit, the Index and Employee Survey for Benchmarking and Research Purposes

15.1 The Customer consents that its results from the PRIDE Champion Audit and the Index may be used anonymously and summarized with the results of the other companies as an average value for comparative analyses and publications by Uhlala GmbH. The Customer also agrees that Uhlala GmbH may use the results anonymously in the context of research cooperations with universities and other research institutes.

15.2 In both cases, Uhlala GmbH assures that the standards formulated in the conditions of participation regarding confidentiality and data protection will be maintained.

16 Final provisions

16.1 The contracting parties have not made any verbal collateral agreements.

16.2 Amendments and supplements to this contract must be made in writing to be effective. The same shall apply to any waiver of this written form requirement.

16.3 If individual provisions of this contract are or become invalid, the validity of the rest of the contract shall remain unaffected.

16.4 The place of performance and exclusive place of jurisdiction for disputes is the registered office of Uhlala GmbH. The legal relationship between the contracting parties shall be governed exclusively by German law to the exclusion of such provisions that may lead to the applicability of another law (conflict of laws).

Uhlala GmbH, February 14th 2023