

## **General terms and conditions of Tsetinis Consulting, Inc.**

### **1. GENERAL PROVISIONS**

- 1.1 Tsetinis Consulting, Inc. ("TC") shall provide the services (the "Services") described in the offer (the "Offer") to the Customer and the Customer shall accept such Services pursuant these General Terms and Conditions (the "GTC").
- 1.2 The Customer accepts the Services set forth in the Offer by placing its order.
- 1.3 The accepted Offer is incorporated into the GTC and becomes an integral part of the GTC (collectively, the GTC and the accepted Offer are referred to herein as the "Contract").
- 1.4 The Contract shall exclusively govern the provision of the Services to the Customer. The Contract may only be amended by written agreement executed by TC and the Customer.
- 1.5 Any terms and conditions proposed by the Customer are not binding on TC and are specifically rejected by TC.
- 1.6 Failure of a party to enforce any provisions of the Contract shall not act as a waiver of such provision(s).
- 1.7 If any provision of the Contract is found to be invalid, the remaining terms of the Contract shall not be affected

### **2. OFFER AND SCOPE OF SERVICE**

- 2.1 Offers shall become binding on TC after written acceptance by TC.
- 2.2 TC retains all rights of ownership and copyright to cost estimates, drawings, plans and other documents and information of a physical and intangible nature, including in electronic form. Such documents shall not be transferred or made accessible to third parties without the prior written consent of TC.

### **3. OBLIGATIONS OF THE CUSTOMER**

- 3.1 Customer shall (i) fulfill the customer obligations (as defined in the Offer) and ensure that all conditions (as set out in the Offer) are met, (ii) provide TC with the necessary reliable, correct and complete information, (iii) make decisions in a timely manner and obtain any necessary consents or approvals, and (iv) provide suitable office space and the resources and tools to TC's employees and contractors to the extent necessary for the performance of the Offer.
- 3.2 Customer is responsible for: (i) making all management decisions and performing all management functions, (ii) appointing a competent, preferably senior, employee to oversee the Services, (iii) taking responsibility for the actions to be taken arising from these results, (iv) deciding, which TC or other third party proposals should be implemented, (v) the preparation and proper presentation of the financial statements in accordance with the relevant accounting rules, and (vi) the design, establishment and maintenance of its internal controls.

### **4. RESULTS TO BE ACHIEVED, RIGHTS OF USE**

- 4.1 TC is responsible for providing the Services described in the Offer. TC does not warrant any specific result or economic effect.
- 4.2 TC grants Customer the non-exclusive, non-transferable, non-sublicensable right to use, reproduce, distribute internally, and modify the deliverables provided by TC (the "Deliverables") exclusively for internal business purposes. Without the prior written consent of TC, the Customer shall not disclose, publicly cite, or provide any third party with the Deliverables. Except as set forth in this Section 4.2, TC reserves all rights and claims with respect to: (i) the Deliverables, particularly with respect to all patents, copyrights, trademarks, and other intellectual property rights related thereto; and (ii) all methods, processes, ideas, concepts, trade secrets and know-how

contained in the Deliverables or developed or delivered by TC in connection with this Agreement (the "TC Know-how"). Subject to the confidentiality restrictions in Section 10, TC has the right to use the Deliverables and the TC Know-how for any purpose.

## **5. ACCEPTANCE**

Customer shall accept Deliverables that (i) meet the requirements of the contract, or (ii) if applicable, successfully pass the acceptance test plan. Customer shall promptly notify TC if the deliverables do not meet such requirements (" Non-Compliance") and TC shall have sufficient time, depending on the degree and complexity of the Non-Compliance, to remedy such Non-Compliance. If the Customer uses the Deliverables prior to acceptance, fails to promptly notify TC of any Non-Compliance or unnecessarily delays the commencement of acceptance testing, the Deliverables shall be deemed accepted by the Customer.

## **6. DEFECT CLAIMS**

- 6.1 TC shall provide the Services with workman like care. Customer is entitled request that TC remedy any defects in the Services if Customer notifies TC of the defects in writing within thirty days after completion of the Services or within thirty days of successful completion of the acceptance test plan, if provided. If the defect cannot be remedied or if the subsequent performance fails, Customer reserves the right to withdraw from the Contract.
- 6.2 All claims are barred unless made within 12 months of the completion of the Services.
- 6.3 TC is not liable for the products or services of third parties who are not subcontractors of TC. The Customer's sole and exclusive rights and remedies with respect to such third-party products or services are against the third party.

## **7. LIABILITY**

- 7.1 Under any theory of law, TC shall only be liable for direct damages that were foreseeable at the time the Contract was executed.
- 7.2 Any liability for data loss is limited to the typical restoration effort that would have occurred if data backups had been carried out regularly and in accordance with the normal prudent practice, unless the data backup is expressly the responsibility of TC.
- 7.3 TC's liability for claims for damages of any kind is limited to the actual amount paid by Customer to TC for the Services over the prior twelve (12) month period. TC's liability for claims for damages of any kind is limited to an amount of USD 3,000,000 in the event of a single case of damage or series of related cases of damage in any calendar year ("Maximum Liability Amount").
- 7.4 The limitations of liability set forth in Sections 7.1 through 7.3 do not apply to intentional or grossly negligent conduct by TC.
- 7.5 All damages by TC shall be reduced to extent of customer's contributory negligence.
- 7.6 Customer shall indemnify and hold TC, its affiliates and their partners, and other employees harmless of all costs, charges, expenses, damages, and liabilities in connection with any claim by a third party in connection with or arising out of the Services provided by TC or in connection with any claim by a third party arising out of the Customer's use of the Deliverables or this Agreement (including the costs of legal representation).
- 7.7 Actions against TC shall be brought within twelve months of the completion of the Services.

**8. EMPLOYEE**

- 8.1 TC will appoint and reassign employees as is appropriate and possible for the provision of the Services. TC shall endeavor to comply with the Customer's request for the use of certain employees, but such use is not guaranteed.
- 6.4 Both parties undertake not to directly or indirectly hire or employ employees or contractors of the other party who were involved in the provision of the Services for a period of 6 months after the Services are completed.

**9. TERMINATION**

- 9.1 A Contract may be terminated by either party upon written notice to the other party at any time with fifteen (15) days' notice.
- 9.2 Customer shall pay TC for the services and expenses incurred up to the date of termination and compensates TC for all costs incurred in connection with the termination.
- 9.3 Except for matters relating to confidentiality or intellectual property rights, the parties will first attempt to settle disputes or an alleged breach of the contract internally with the involvement of the management and seek an amicable settlement. Each party is free to take legal action.

**10. CONFIDENTIALITY**

- 10.1 The parties shall keep confidential the other party's information which it comes into its possession (the "Confidential Information"). The receiving party shall not share Confidential Information without prior written consent of the disclosing party. The receiving party will not observe, examine, dismantle or test any products and items provided that contain Confidential Information without the consent of the transferring party.
- 10.2 Confidential Information includes all information of a party that has been disclosed in documents, orally, by means of electronic data transmission or in any other way.
- 10.3 The disclosure of Confidential Information to employees of a party is permitted, provided that the employees have a duty to maintain the confidentiality of the Confidential Information.
- 10.4 The duty of confidentiality also applies to information from any other company affiliated with TC.
- 10.5 The confidentiality obligation does not extend to Confidential Information that (a) has been demonstrably published at the time of notification to the other contractual partner, (b) the contracting party receiving the information was demonstrably already aware of it before its notification by the other contractual partner, or (c) was demonstrably developed independently and without recourse to the received information by the contractual partner receiving the information.
- 10.6 The confidentiality obligation ends as soon as and to the extent that (i) the relevant Confidential Information is published without the direct or indirect cooperation of the party receiving the Confidential Information, or (ii) the relevant information is lawfully disclosed to the receiving party by a third party who is not under a confidentiality obligation to the disclosing party.
- 10.7 The receiving party may disclose Confidential Information if required by law. The receiving party shall notify the disclosing party promptly to give the disclosing party the opportunity to take timely measures against the transfer.
- 10.8 The confidentiality obligation shall expire five years after termination of the Contract.

**11. EXPORT CONTROL**

- 11.1 Each party shall comply with the applicable export control laws regarding the export of goods, technology, and services.
- 11.2 Customer shall inform TC before the transfer of goods or technology if and to what extent there are export control approval requirements.

**12. CHANGE REQUEST**

If Customer requests a modification, addition or change of the Services, Customer shall send a change request to TC. The change request shall contain a sufficient description of the desired change. TC will review the change request as well as the impact on costs and scheduling and submit an offer for implementation to Customer. Customer shall either accept or reject TC's offer.

**13. FORCE MAJEURE**

- 13.1 During a force majeure event, the parties are excused from their performance obligations.
- 13.2 Force majeure means the occurrence of an unforeseen event or events that are beyond the reasonable control of the affected party, e. g. operational disruptions, storms, war, fire, pandemic events, or other disasters. This also applies to industrial disputes, in particular strikes and lockouts.
- 13.3 The affected party shall promptly notify the other party in writing of the beginning and end of the force majeure event.
- 13.4 If the force majeure lasts longer than 6 (six) calendar months, the other party is entitled to terminate this contract for good cause.

**14. GENERAL PROVISIONS**

- 14.1 Neither party shall use the other party's name, brands, logos, trade names and/or trademark without the prior written consent of the party. TC is permitted to list Customer's name and/or a general description of the Services/Project
- 14.2 Rights and obligations under the Contract shall not be assigned or otherwise transferred without the prior express written consent of the other party. TC is entitled to transfer rights and obligations under this contract to an affiliated company of its international organization.
- 14.3 If any provision of the Contract is held to be unlawful or unenforceable, the provision is deemed deleted and all other provisions remain full force and effect.
- 14.4 The Contract does not create a joint venture or an agency between the parties. The parties are independent contracting parties and act on their own account.
- 14.5 The law of the State of Michigan shall apply to this Agreement.
- 14.6 Venue for any dispute related to this Agreement shall be in the state or federal courts of Northville.
- 14.7 Changes or additions to the Contract shall be in writing.
- 14.8 The parties agree that electronic signatures (e.g., DocuSign) can be used for the legally effective conclusion of the contract.
- 14.9 The Customer acknowledges and agrees that (i) TC and the Customer generally correspond or send information via e-mail over the Internet, unless the Customer expressly refuses to do so in writing, (ii) neither party has any control over the performance, reliability, availability or security of electronic mail via the Internet, and (iii) TC is not liable for any loss, damage, expense, detriment or disruption arising from the loss, delay, interception, destruction or alteration of electronic mail due to causes beyond TC's control.