



# General Terms and Conditions for the Economic and Technology Promotion of Berlin Partner für Wirtschaft und Technologie GmbH

## 1. General Terms and Conditions

The cooperation within the context of support by Berlin Partner für Wirtschaft und Technologie GmbH (hereinafter referred to as Berlin Partner) and the respective Company is carried out in accordance with these terms and conditions. The Company acknowledges these General Terms and Conditions when accepting the services in accordance with clause 2. These terms and conditions apply exclusively. Conditions of the Company that deviate or expand these General Terms or Conditions do not apply without the prior express approval of Berlin Partner für Wirtschaft und Technologie GmbH. They also apply in the event that Berlin Partner für Wirtschaft und Technologie GmbH carries out its activity without reservation in the knowledge of contradictory conditions or those that deviate from these General Terms and Conditions. These terms and conditions also apply to all future, similar transactions with the Company, even if they are not agreed to again separately.

## 2. Content of individual support by Berlin Partner

2.1 The individual consultation from Berlin Partner informs and supports companies headquartered in Germany or abroad with regard to all questions related to settlement or expansion of activities in Berlin and provides access to business funding options. In particular, Berlin Partner advises companies on questions of financing and funding, as well as in the search for suitable real estate, the recruitment of staff, and issues of internationalization and innovation management. In doing so, Berlin Partner is an advocate for Berlin as a business location, as well as for the capital region. It relies on cooperation agreements with the Senate Department for Economics, Technology and Research, the twelve Berlin district offices and service partners.

2.2 In the context of providing consultation services to the Company, Berlin Partner works to ensure that the Company is granted all the intended benefits of public (business) funding. The decision as to whether funds or other measures of business funding are to be granted does not lie with Berlin Partner, but rather with the competent authorities and institutions. These bodies have a considerable margin of discretion in the majority of the measures and are not bound by the model calculations and information prepared by the Berlin

Partner. Berlin Partner therefore does not guarantee that the competent authorities and institutions will adopt a certain decision.

2.3 Berlin Partner supports the Company in the search for the property and real estate suited to its needs. To the extent that Berlin Partner seeks out offers from brokers or other providers on behalf of the Company, Berlin Partner's activity is restricted to forwarding these offers to the Company. Berlin Partner does not analyze the submitted offers.

2.4 In the context of working for the Company, Berlin Partner is entitled to collect all required information that it considers appropriate. It is entitled to obtain a self-disclosure from the Company.

2.5 Berlin Partner does not provide legal or tax advice (with the exception of the development funds consultation in accordance with § 5 subpara. 2 No. 3 RDG (German the Legal Services Act)). Its activities therefore do not replace the required appointment of lawyers or tax advisors.

## 3. Free individual support by Berlin Partner

3.1 The services of Berlin Partner are provided free of charge.

3.2 Notwithstanding clause 3.1, fees or expenses may be claimed by Berlin Partner with the prior written agreement of the Company.

## 4. Cooperation duty of the Company

4.1 In order that Berlin Partner can provide effective consultation and support in the interests of the Company, the Company must provide comprehensive information. To this end, the Company is obligated to provide all the available information that Berlin Partner needs to carry out its activities. If, in order to complete its task, Berlin Partner requests concrete documents or papers, the Company will immediately provide the corresponding documents. In doing so, the Company must ensure that the information in the transferred documents is reliable and inform Berlin Partner of any doubts about the accuracy of the information.

4.2 If the Company provides Berlin Partner or its employees with incorrect information or if the documents provided are incorrect or incomplete, Berlin Partner accepts no responsibility for the accuracy of its information, recommendations, model calculations or other information, insofar as they are based on the aforementioned incorrect or incomplete information or documents. The same applies if Berlin Partner or its

employees receive information from third parties and the inaccuracy of this information was not evident to Berlin Partner.

4.3 To the extent that Berlin Partner forwards information or documents to authorities or other institutions in the interests of the Company, Berlin Partner is not obligated to review the information or documents for completeness or accuracy.

4.4 On request and after the submission of the support and project milestones via email, the Company will confirm the services (consultation/support) provided by Berlin Partner as well as the business decisions made in relation to Berlin. Furthermore, the Company informs Berlin Partner in writing whether and how many jobs in Berlin the project has or will create, or how many jobs will be or have been secured. Berlin Partner uses this information only for the purposes of informing the public authorities responsible as the client of the individual support, whereby the information is provided in an anonymized format at the Company's request.

#### **5. Due diligence and audit obligation of the company**

Due diligence and verification requirement of the Company The Company is obliged to examine the information and documents received from Berlin Partner, its employees or third parties with the due diligence of a prudent businessperson for their accuracy, completeness and usefulness, and to inform Berlin Partner immediately of any inaccuracies, incompleteness or ambiguity.

#### **6. Confidentiality of the service activity**

6.1 Berlin Partner and its employees treat all information shared and documents received confidentially. Necessary contacts with authorities, banks and other institutions relevant to the project are only established in consultation with the Company's.

6.2 If, in the interests of the Company, Berlin Partner must contact authorities or other institutions relevant to the project quickly and without the prior agreement of the Company, Berlin Partner is entitled to carry out such contact if the Company has not objected to this in advance and in writing. Such an objection is generally assumed to exist if a special confidentiality agreement exists between Berlin Partner and the Company.

#### **7. Documentation of the support**

7.1 Berlin Partner operates a CRM system (customer relationship management) for the optimal support of the Company. The Company's contact information, as well as the written communication between Berlin Partner, the Company and services partners like the

Senate Department and the Investment Bank of Berlin (IBB), are stored in this system. In accordance with the specifications of the European General Data Protection Regulation (GDPR) and the Federal Data Protection Act (Bundesdatenschutzgesetz), the stored contact information/master data is accessible to selected employees of the service partner. Written communication is accessible only to Berlin Partner and its employees and is only used to pursue the aims of the contract.

7.2 In storing the Company's information, Berlin Partner observes the specifications of the Federal Data Protection Act (BDSG).

#### **8. Termination**

8.1 Berlin Partner reserves the right to terminate its activity for the Company at any time in writing - but only, if there is good cause. Good cause exists when the client does not comply with its obligation to cooperate in accordance clause 4 of these terms and conditions despite having set a deadline for this cooperation.

8.2 Berlin Partner is entitled, without the Company's agreement, to inform the bodies with which it has contact for the purposes of cooperation with the Company of the termination of the activity with the Company.

#### **9. Limitation of liability**

9.1 Berlin Partner's liability for damages, irrespective of the legal grounds, is limited in accordance with this provision.

9.2 Berlin Partner is liable for intent and gross negligence; liability for gross negligence is limited to compensation for foreseeable damages. 9.3 Liability for simple negligence is excluded. However, this does not apply to the violation of major obligations (material obligations) which are of particular importance to the fulfillment of the purpose of the contract. In this case, liability is likewise limited to compensation for foreseeable damages.

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9.4 The above limitations of liability also apply to the actions of agents working on behalf of Berlin Partner.

9.5 For the culpable violation of life, body or health, Berlin Partner is liable according to statutory regulations.

## **10. Data protection**

10.1 The Company and Berlin Partner für Wirtschaft und Technologie GmbH shall observe the relevant laws and regulations on the protection of personal data when providing their services.

10.2 The Company and Berlin Partner für Wirtschaft und Technologie GmbH have taken appropriate and state-of-the-art organizational and technical measures to ensure the availability, integrity, authenticity and confidentiality of their information systems, components and processes used in the performance of the contract and of all data mutually provided or otherwise made accessible. These requirements also apply to communication and cooperation between the Company and Berlin Partner für Wirtschaft und Technologie GmbH. If systems not subject to access by the respective Contracting Party are used, the Company and Berlin Partner für Wirtschaft und Technologie GmbH shall impose corresponding obligations on the respective third parties and regularly monitor compliance therewith.

10.3 Further information on data protection can be found at <https://www.berlin-partner.de/datenschutz/>.

## **11. Applicable Law and Jurisdiction**

11.1 These terms and conditions and their interpretation are subject to the law of the Federal Republic of Germany.

11.2 Berlin is the exclusive place of jurisdiction for all disputes arising out of or in connection with these terms and conditions, unless otherwise prescribed by law.