

General Terms and Conditions (GTC) of EvoCare Holding AG and affiliated companies (EvoCare Telemedizin GmbH, EvoCare GmbH, EvoCare TeleHealth) (hereinafter referred to as "EvoCare") for services, services, consulting and medical-professional services (B2B)

1. Scope of Application

1.1 These GTC apply to all contracts between EvoCare and affiliated companies (hereinafter referred to as "Contractor") and companies, legal entities under public law or special funds under public law (hereinafter referred to as "AG").

1.2 Conflicting or deviating terms and conditions of the Client shall only become effective if the Contractor expressly agrees to their validity in writing.

1.3 The T&Cs shall also apply to future contracts between the parties.

2. Subject matter of the contract

2.1 The type, scope and content of the services result from the respective offer, the service description or the order confirmation of the Contractor.

2.2 Changes, additions or additional services must be made in writing and will be paid separately.

2.3 The Contractor shall provide services, services relating to contracts for work and services, consultations as well as medical-professional assessments, expert opinions, analyses, examinations, risk and factual assessments. A specific success is not owed, unless expressly agreed in writing as a result of the contract for work and services.

2.4 Consulting documents, concepts, analyses, expert opinions, evaluations and presentations remain the intellectual property of the Contractor. After full remuneration, the Client receives a simple, non-transferable, temporally and spatially limited right of use for internal purposes.

2.5 Transmission, publication or external use requires the prior written consent of the Contractor.

2.6 Consulting services

2.6.1 Consulting services include, in particular, organizational, strategic, process-related, economic, medical-related or professional consulting, analyses and recommendations.

2.6.2 Ownership and Rights of Use All elaborations, analyses, concepts, reports, recommendations, presentations or documents prepared in the course of the Consulting shall remain the intellectual property of the Contractor.

After full remuneration, the Client receives a simple right of use for internal purposes, limited in time and space to the respective order.

2.6.3 Restrictions on UseTransmission, publication, commercial or external use requires the written consent of the Contractor.

2.6.4 Contractual Penalty and DamagesAny violation of the obligations of use or confidentiality shall entitle the Contractor to determine an appropriate contractual penalty at its equitable discretion (Section 315 of the German Civil Code). Further damages remain unaffected.

3. Obligations of the Client to cooperate

3.1 The Client shall provide all information, documents, technical requirements and access required for the provision of services in a timely and complete manner.

3.2 If the performance of the contract is delayed due to insufficient cooperation, deadlines shall be extended appropriately. Additional expenses and damages are at the expense of the Client.

3.3 After the fruitless expiry of a reasonable grace period (at least 14 days), the Contractor is entitled to terminate the contract for good cause and to demand compensation for the damage incurred.

3.4 Insofar as medical, organisational or technical documents are required for services, the Client shall provide them without delay.

3.5 Utilisation obligation of the Client

3.5.1 In order to ensure the readiness of the Contractor for operation and performance, the Client's duty to cooperate shall include the Contractor continuously occupied with medical-professional procedures or requests for services to an extent corresponding to a minimum utilisation of 20% of the agreed facility capacity.

3.5.2 Upon request, the Client shall provide the Contractor with suitable evidence that enables a review of capacity and capacity utilisation (e.g. capacity or performance statistics, internal evaluations, anonymised quantity data).

3.5.3 If the minimum occupancy rate is exceeded – in two consecutive months, or – in three separate months within twelve months

this constitutes a material breach of contract.

3.5.4 In this case, the Contractor is entitled, after a written warning and a 14-day grace period:

a) to terminate the contract extraordinarily, and/or b) to claim a lump sum for damages.

3.5.5 The lump sum for damages shall be:– 30 % of the average monthly remuneration of the last three months, or– in the absence of a basis for comparison: 30 % of the agreed monthly remuneration at full capacity utilisation.

3.5.6 In addition, the Client replaces:

1. complete futile expenses (personnel, capacities, reservations, materials),
2. a capacity commitment lump sum of 30% for the remaining contract term (max. 6 months).

3.5.7 The Client reserves the right to prove that no or lesser damage has occurred. The Contractor reserves the right to prove a higher damage.

4. Remuneration, hourly rates, expenses

4.1 Services

4.1.1 Other services

(implementation, technical services, training, workshops, documentation or support) will be billed according to the time spent at the agreed hourly rates, unless a flat rate has been agreed.

The following hourly rates apply (plus VAT):

- Employees: 180 €/h
- SW developer: 220 €/h
- Associate Developer: 270 €/h
- Senior Developer: 300 €/h

4.1.2 Consulting Services

Our consulting services are billed according to effort. Since every project has individual requirements, the actual costs differ depending on the complexity, scope and required level of expertise.

Indicative prices for consulting services.

- Dr. Hein: 560 €/h
- Partner: 480 €/h
- Associate: 390 €/h
- Experts: 330 €/h

Unless otherwise agreed hourly rates within the framework of an individual offer, the prices mentioned here apply.

4.2 Billing unit: 6 minutes (1/10 hour).

4.3 Travel, travel, overnight stay and absence times are remunerated in the same way as working hours.

4.4 Travel expenses will be reimbursed according to actual expenditure; Car mileage rate 0.75 €/km.

4.5 General expenses are calculated at a flat rate of 5% of the monthly net turnover; higher proven expenses are reimbursable.

5. Terms of payment

5.1 Invoices are payable without deduction within 14 days of receipt.

5.2 Upon expiry of the period, default shall occur without a reminder; the statutory default interest in B2B business (base interest rate + 9 percentage points) applies.

5.3 In the event of default of payment, the Contractor shall be entitled to withhold performance.

6. Work services / acceptance

6.1 Work must be accepted within 10 days after completion.

6.2 If no written notice of defects is given within the deadline, the service shall be deemed to have been accepted.

6.3 Insignificant defects do not entitle the holder to refuse acceptance.

7. Warranty

7.1 The warranty period is 12 months from acceptance.

7.2 The Contractor may choose between rectification or replacement.

7.3 In the event of failure of subsequent performance, the Client shall be entitled to the statutory rights.

8. Liability

8.1 The Contractor shall be liable without limitation in the event of intent and gross negligence.

8.2 In the event of slight negligence, the Contractor shall only be liable in the event of a breach of material contractual obligations (cardinal obligations), limited to the foreseeable damage typical for the contract.

8.3 Liability for loss of profit, loss of production, indirect damage or consequential damage is excluded to the extent permitted by law.

8.4 Liability is limited to the amount of the respective order amount, except in the case of intent or gross negligence.

8.5 Liability under the Product Liability Act remains unaffected.

9. Termination

9.1 Ordinary termination is excluded during fixed contract periods, unless otherwise agreed.

9.2 The Contractor may terminate the contract for good cause (e.g. default of payment, persistent refusal to cooperate, sustained disruption of the provision of services).

9.3 If the Client terminates, the Client receives:

- remuneration for services already rendered,
- 100% remuneration for work steps started,
- 30% compensation on the remaining remuneration for the remaining term,
- full reimbursement of all cancellation and material costs.

9.4 The Client reserves the right to prove a lesser damage.

10. Retention of Title / Rights of Use

10.1 All documents, data and results delivered shall remain the property of the Contractor until payment has been made in full.

10.2 Rights of use are only transferred after full remuneration.

10.3 Disclosure to third parties requires the written consent of the Contractor.

11. Confidentiality

11.1 Both parties agree to maintain strict confidentiality.

11.2 Business, operational and project data may only be used for the execution of the contract.

11.3 In the event of culpable violation, the Contractor may impose an appropriate contractual penalty; it is subject to judicial review. Further damages are reserved.

12. Final Provisions

12.1 Changes and additions must be made in writing.

Valid from 01 October 2025

12.2 Should individual provisions be invalid, the remainder of the contract shall remain valid.

12.3 The place of jurisdiction is the registered office of the Contractor.

12.4 German law shall apply exclusively.