

Our Terms and Conditions

1. Formation and Scope of the Contract

NAUTARIS is obligated to provide the agreed services, but does not owe any particular result (Dienstvertrag). In individual cases, the parties may agree that a particular result is to be delivered, such as an expert opinion.

In the event that the Client is represented at the signing of this consultancy contract including its annexes (collectively 'Consultancy Agreement'), this Consultancy Agreement shall also be binding upon and enforceable by the signatory, insofar as the signatory engages NAUTARIS in the signatory's own name.

If the applicable legal framework changes after completion of an assignment, NAUTARIS is not obliged to inform the Client of these changes and the resulting consequences. Any continuous monitoring of changes in the law on behalf of the Client requires a separate agreement.

NAUTARIS will review the accuracy or completeness of documents provided by the Client only to the extent that such review falls within the agreed scope of the engagement. If NAUTARIS becomes aware of obvious inaccuracies, it will notify the Client without undue delay.

2. Multiple Clients

Any action relating to the engagement that is taken by one out of several Clients, or that is taken vis-à-vis one out of several Clients, shall have effect for and against all of those Clients. If instructions given by multiple Clients conflict, NAUTARIS shall not be liable for any loss or damage resulting from such conflict, provided that the conflict could not be resolved with reasonable effort.

If there are multiple Clients, they shall be jointly and severally liable for all fees and other amounts owed to NAUTARIS.

3. Conditions Governing the Provision of Services

NAUTARIS is obliged to file appeals or pursue other legal remedies only if the Client has given a written instruction to that effect and this has been accepted by NAUTARIS. If the Client is unavailable and it is therefore not possible to coordinate with the Client regarding the filing of an appeal or other legal remedy, then NAUTARIS is entitled, in case of doubt, to take such action as is necessary to meet an applicable deadline.

In the event of conflicting interests, NAUTARIS is entitled and obligated to discontinue its services without undue delay or, as applicable, to decline to commence such services (§ 43a(4) of the German Federal Lawyers' Act (Bundesrechtsanwaltsordnung – BRAO) and § 3 of the German Rules of Professional Conduct (Berufsordnung für Rechtsanwälte – BORA)). Any claims for fees or compensation that have already accrued shall remain unaffected. The Client shall have no claim for damages arising from the discontinuation of, or refusal to commence, services by NAUTARIS, provided that NAUTARIS informs the Client without undue delay after becoming aware of the conflict and no other basis for liability exists under Section 4 (Liability) of these Terms and Conditions.

The Client is obligated to inform NAUTARIS promptly and without prior request whether, and in which EU Member States, the Client is registered for value-added tax (VAT). The Client shall also notify NAUTARIS promptly of the commencement, amendment, or termination of any such registration throughout the entire term of the Consultancy Agreement.

During the term of the Consultancy Agreement, the Client shall not solicit for employment, or otherwise induce, any employees of NAUTARIS to leave their employment at NAUTARIS. For each violation of this obligation, the Client shall pay a contractual penalty of € 20,000. NAUTARIS reserves the right to claim damages in excess of that amount. The Client may demonstrate that a lesser amount of loss or damage was actually incurred.

NAUTARIS assumes no liability for loss or damage resulting from incorrect advice to the extent that such advice was caused by incomplete, inaccurate, or insufficient information provided to NAUTARIS by the Client. The Client shall ensure that, without the need for any specific request from NAUTARIS, all documents and information required for the proper performance of the engagement are made available to NAUTARIS in a timely manner and that NAUTARIS is informed of all events and circumstances that may be relevant to the performance of the engagement.

Professional statements made by NAUTARIS are subject to confidentiality. This also applies to any work product prepared by NAUTARIS, such as written court submissions, legal opinions, and contracts. Any disclosure of such materials to third parties not included in the engagement relationship requires the prior consent of NAUTARIS and a declaration that no claims against NAUTARIS will be derived from or based upon the disclosure. This requirement does not apply where the consent of NAUTARIS to disclosure is already inherent in the agreed scope or purpose of the engagement.

4. Liability

NAUTARIS shall be liable without limitation:

- in cases of willful misconduct or gross negligence,
- in cases of intentional or negligent injury to life, limb, or health,
- where liability is mandatory by law, such as under the German Product Liability Act (Produkthaftungsgesetz), and
- pursuant to any guarantee given by NAUTARIS, unless the guarantee provides otherwise.

If NAUTARIS culpably breaches a material contractual obligation (i.e. an obligation that is essential to achieving the purpose of the agreement and upon whose performance the Client may ordinarily rely), its liability in cases of ordinary negligence shall be limited to the loss or damage that is typical for the agreement and was reasonably foreseeable. In cases of ordinary negligence, the liability of NAUTARIS will amount to a maximum of ten million euros (§§ 52(1), clause 1, no. 2, 59o(2) of the German Federal Lawyers' Act (BRAO)). The limitations of this paragraph 2 shall not apply in any of the cases in which paragraph 1 of this section 4 provides for unlimited liability.

In all other respects, the liability of NAUTARIS is excluded.

The liability provisions set forth in this Section 4 shall also apply to agents and legal representatives of NAUTARIS, as well as persons employed in the performance of its obligations.

5. Processing of Client Information

NAUTARIS hereby informs the Client that personal data and matter-related data concerning the Client, including names, addresses, and tax data, may be collected electronically, processed by automated means, and stored on IT systems and other data storage media. Such processing shall take place solely to the extent necessary for the performance of services under the Consultancy Agreement. The data will not be used for any other purpose. Disclosure to third parties or use for purposes beyond the purpose of the Consultancy Agreement shall occur only with the Client's prior and express consent.

The Client acknowledges the risks inherent in email communications, including in particular the risk of data loss or delayed delivery during transmission, and with that knowledge agrees that information may be exchanged between the Client and NAUTARIS by email.

The Client agrees that information concerning the Client that has been provided to NAUTARIS or has otherwise come to its attention may also be disclosed by NAUTARIS to other companies within the NAUTARIS group, to companies within the Client's group, and to their respective governing bodies, members of governing bodies, or representatives, but not to other third parties. Any restrictions on such disclosures must be communicated to NAUTARIS in writing sufficiently in advance.

The Client expressly agrees that, even after termination of the Consultancy Agreement, NAUTARIS may state in its marketing materials that NAUTARIS has provided consulting services and/or other services to the Client, including by providing a general description of the relevant project. The Client may revoke or restrict this consent in writing at any time.

NAUTARIS may engage subcontractors and sub-agents in connection with the performance of its services. In particular, NAUTARIS may grant third parties access to its premises and IT systems, including for cleaning and maintenance purposes. NAUTARIS shall require such subcontractors to be bound by confidentiality obligations in accordance with this Consultancy Agreement.

Where required by law, in particular under applicable anti-money laundering laws, NAUTARIS is obligated to disclose personal information about the Client and the engagement. Upon request, the Client shall provide NAUTARIS with all information required for NAUTARIS to comply with such obligations.

The Client may at any time request, without any particular form requirement, information regarding the Client's personal data stored by NAUTARIS, the purposes for which such data is stored, and the recipients, if any, to whom such data has been disclosed. The Client may withdraw any consent to the storage and processing of personal data at any time. Following termination of the Consultancy Agreement and expiration of any applicable statutory retention periods, the data will be deleted.

Any exclusion of a right of retention under the Consultancy Agreement does not extend to the return or deletion of personal data.

6. Payment Terms; Invoices

For the conversion to or from foreign currencies, the exchange rate of the respective national central bank applicable on the first business day of the month in which the taxable service was rendered or the advance-payment invoice was issued shall apply.

Before commencing its services, NAUTARIS may require an appropriate advance payment of up to the amount of the anticipated or agreed fees. NAUTARIS may also require interim payments based on the progress of the engagement.

Services provided at the request of the Client prior to the conclusion of the Remuneration Agreement will be invoiced in accordance with the Remuneration Agreement.

Unless otherwise stated on the applicable invoice, all invoices shall become due 14 days after receipt by the Client.

7. Acknowledgment of Invoices

The Client and NAUTARIS intend to resolve any questions relating to invoices promptly and in a transparent and comprehensible manner.

Objections to invoices must therefore be submitted to NAUTARIS in text form (Textform) or in written form (Schriftform). If no objection is raised within six months after receipt of the invoice, the invoice shall be deemed approved, constituting a declaratory acknowledgment of debt (deklaratorisches Schuldanerkenntnis), provided that the Client is not a consumer and the transaction in question can therefore be attributed predominantly to their commercial or self-employed professional activities. To meet the deadline, the timely dispatch of the objection will be sufficient. After expiry of this period, the Client may no longer assert any objections unless the Client is not responsible for the delay in asserting them.

NAUTARIS must separately inform the client of these consequences on each applicable invoice.

Mere payment of an invoice by the Client shall not, by itself, constitute an acknowledgment of that invoice.

8. Other Provisions

The Consultancy Agreement shall also apply to and be binding upon the legal successors of each party.

Changes in the Consultancy Agreement can be made only by written agreement of the parties.

If any provision of the Consultancy Agreement is or becomes invalid or unenforceable, in whole or in part, the validity and enforceability of the remaining provisions shall not be affected. In such event, the parties shall agree upon a valid provision that most closely reflects the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of any omission or gap in the Consultancy Agreement.

The Client may exercise a right of setoff against a claim of NAUTARIS only if the Client's claim is undisputed, established by a final and binding judgment or is ready for decision, or if it concerns a main performance obligation of NAUTARIS.

The Client shall have no rights of retention unless the underlying claim has been established by a final and binding judgment or is ready for decision. This restriction does not apply if the Client is a consumer within the meaning of § 13 of the German Civil Code (Bürgerliches Gesetzbuch – BGB).

The Consultancy Agreement and all rights and obligations of the parties arising out of or in connection with it shall be governed exclusively by the laws of the Federal Republic of Germany. If the parties are merchants (Kaufleute), legal entities under public law or special funds under public law (öffentlich-rechtliche Sondervermögen), Dresden, Germany, is agreed as the place of jurisdiction. In the event of any discrepancy between different language versions of the Consultancy Agreement, the German-language version shall prevail.

Amended on September 14, 2026