

GENERAL TERMS AND CONDITIONS

1. General Principles / Scope of Application

1.1 These General Terms and Conditions shall apply exclusively to all legal transactions between the Principal and the Agent (Management Consultant). The version valid at the time the contract is concluded shall prevail.

1.2 These General Terms and Conditions shall also apply to all future contractual relationships, even if no express reference is made to them in additional contracts.

1.3 Conflicting General Terms and Conditions of the Principal shall be invalid unless expressly accepted in writing by the Agent (Management Consultant).

1.4 In the event that any provision of these General Terms and Conditions should be and/or become invalid, this shall not affect the validity of the remaining provisions and the agreements entered into on the basis thereof. The ineffective provision shall be replaced by a valid provision which comes as close as possible to the meaning and economic purpose of the ineffective provision.

2. scope of the consulting assignment / representation

2.1 The scope of a specific consulting assignment shall be contractually agreed in each individual case.

2.2 The Agent (Management Consultant) shall be entitled to have the tasks incumbent upon him performed by third parties in whole or in part. Payment of the third party shall be made exclusively by the Agent (Management Consultant) himself. No direct contractual relationship of any kind whatsoever shall arise between the third party and the Principal.

2.3 The Principal undertakes not to enter into any business relationship whatsoever with any person or company of which the Agent (Management Consultant) makes use for the performance of its contractual obligations during or for a period of three years after termination of this contractual relationship. In particular, the Principal shall not commission these persons and companies with such or similar consulting services that the Agent (Management Consultant) also offers.

3. Duty of the Principal to Provide Information / Declaration of Completeness

3.1 The client shall ensure that the organisational framework conditions at his place of business permit work that is as undisturbed as possible and conducive to the rapid progress of the consulting process when the consulting order is fulfilled.

3.2 The Principal shall also inform the Agent (Management Consultant) comprehensively about previously performed and/or ongoing consultations - also in other specialist areas.

3.3 The Principal shall ensure that the Agent (Management Consultant) is provided with all documents necessary for the fulfilment and execution of the consulting assignment in a timely manner and that he is informed of all processes and circumstances that are of importance for the execution of the consulting assignment, even without being specifically requested to do so by the Agent (Management Consultant). This shall also apply to all documents, procedures and circumstances which only become known during the activity of the consultant.

3.4 The Principal shall ensure that its employees and any employee representatives (works council) provided for by law and set up if necessary are informed by the Agent (management consultant) prior to the commencement of the Agent's activities.

4. Safeguarding Independence

4.1 The contracting parties commit to maintain mutual loyalty.

4.2 The contractual partners mutually commit to take all precautions that are suitable to prevent the independence of the commissioned third parties and employees of the contractor (management consultant) from being endangered. This applies in particular to offers made by the Principal for employment or the acceptance of orders for his own account.

5. Reporting / Obligation to Report

5.1 The Agent (Management Consultant) commits to report to the Principal on the progress of his work, that of his employees and, if applicable, that of any third parties commissioned.

5.2 The client shall receive the final report within a reasonable time, i.e. two to four weeks, depending on the type of consulting assignment after completion of the assignment.

5.3 The Agent (Management Consultant) shall be free from instructions in the production of the agreed work, shall act at his own discretion and under his own responsibility. He is not bound to any specific place of work or specific working hours.

6. Protection of Intellectual Property

6.1 The copyrights to the works created by the Agent (Management Consultant) and his employees and commissioned third parties (in particular quotations, reports, analyses, expert opinions, organisational plans, programmes, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the Agent (Management Consultant). They may only be used by the Principal during and after termination of the contractual relationship for purposes covered by the contract. To this extent, the Principal shall not be entitled to reproduce and/or distribute the Work(s) without the express consent of the Agent (Management Consultant). Under no circumstances shall the Contractor (Management Consultant) be liable to third parties for any unauthorized reproduction/distribution of the Work, in particular for the correctness of the Work.

6.2 The Client's breach of these provisions shall entitle the Agent (Management Consultant) to immediately terminate the contractual relationship prematurely and to assert other statutory claims, in particular for injunctive relief and/or damages.

7 Warranty

7.1 The Agent (Management Consultant) shall be entitled and obliged, without regard to fault, to remedy any inaccuracies and defects in its performance that become known. He shall inform the Client thereof without undue delay.

7.2 The Client's claim shall expire six months after the performance of the respective service.

8 Liability / Damages

8.1 The Agent (Management Consultant) shall be liable to the Principal for damages - except for personal injury - only in the event of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damages caused by third parties called in by the Contractor.

8.2 The Client's claims for damages may only be asserted in court within six months of becoming aware of the damage and the injuring party, but at the latest within three years of the event giving rise to the claim.

8.3 The client must prove that the damage was caused by the contractor.

8.4 If the Agent (Management Consultant) performs the Work with the assistance of third parties and warranty and/or liability claims arise against such third parties in connection therewith, the Agent (Management Consultant) shall assign such claims to the Principal. In this case, the Principal shall give priority to these third parties.

9. Secrecy / Data Protection

9.1 The Agent (Management Consultant) undertakes to maintain absolute secrecy about all business matters coming to his knowledge, in particular business and trade secrets as well as any information he receives about the type, scope and practical activity of the Principal.

9.2 Furthermore, the Agent (Management Consultant) undertakes to maintain secrecy towards third parties regarding the entire content of the Work as well as all information and circumstances received in connection with the preparation of the Work, in particular also regarding the data of clients of the Principal.

9.3 The Agent (Management Consultant) shall be released from his obligation to maintain confidentiality with respect to any assistants and deputies he uses. However, he shall completely impose the duty of confidentiality on these persons and shall be liable for their breach of the duty of confidentiality as for his own breach.

9.4 The duty of confidentiality shall also extend indefinitely beyond the end of this contractual relationship.

9.5 The Agent (Management Consultant) shall be entitled to process personal data entrusted to him within the scope of the purpose of the contractual relationship. The Client warrants to the Contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent by the parties concerned.

10. Fee

10.1 After completion of the agreed work, the Agent (Management Consultant) shall receive a fee in accordance with the agreement between the Principal and the Agent (Management Consultant). The Agent (Management Consultant) shall be entitled to issue interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the progress of the work. The fee shall be due upon invoicing by the Contractor.

10.2 The Agent (Management Consultant) shall in each case issue an invoice entitling to input tax deduction with all legally required features.

10.3 Any cash outlays, expenses, travel expenses, etc. incurred shall be additionally reimbursed by the Principal upon presentation of the invoice by the Agent (Management Consultant).

10.4 If the agreed work is not performed for reasons attributable to the Principal or due to a justified premature termination of the contractual relationship by the Agent (Management Consultant), the Agent (Management Consultant) shall retain the right to payment of the entire agreed fee less expenses saved. In the event that an hourly fee has been agreed, the fee for the number of hours expected for the entire agreed work, less any expenses saved, shall be payable. The saved expenses are agreed as a lump sum of 30 percent of the fee for those services which the Contractor has not yet rendered by the date of termination of the contractual relationship.

10.5 In the event of non-payment of interim invoices, the Agent (Management Consultant) shall be released from his obligation to render further services. However, this shall not affect the assertion of further claims resulting from non-payment.

10.6 Cancellation costs for measures already agreed for a duration of 2 hours or more (in particular seminars, workshops and training sessions) shall be charged as follows:

| Cancellation date before date of execution: | Cancellation costs: |
|---|---------------------|
| from 31 working days | 0% |
| 11 to 30 working days | 50% |
| 0 to 10 working days | 80% |

10.7 Cancellation costs for already agreed measures of less than 2 hours duration (in particular individual coaching and training) will be charged as follows:

| Cancellation date before date of execution: | Cancellation costs: |
|---|---------------------|
| from 3 working days | 0% |
| 0 to 2 working days | 80% |

Postponements are generally treated as cancellations.

11 Electronic Invoicing

11.1 The Agent (Management Consultant) shall be entitled to transmit invoices to the Principal also in electronic form. The Agent (Management Consultant) expressly agrees to the sending of invoices in electronic form by the Agent (Management Consultant).

12. Duration of the Contract

12.1 This contract shall in principle terminate upon completion of the project.

12.2 Notwithstanding the foregoing, the contract may be terminated by either party at any time for important reasons without notice. Important reasons shall be considered in particular,
- if a contractual partner violates essential contractual obligations or
- if insolvency proceedings are opened against a contractual partner or the petition for bankruptcy is rejected due to lack of assets to cover costs.

13. Final Provisions

13.1 The contracting parties confirm that they have given all information in the contract conscientiously and truthfully and undertake to inform each other immediately of any changes.

13.2 Amendments to the contract and these GTC must be made in writing, as must any departure from this formal requirement. Verbal collateral agreements do not exist.

13.3 Substantive Austrian law shall apply to this contract to the exclusion of the conflict of laws rules of international private law. The place of performance shall be the place of business of the contractor (management consultant). The court at the place of business of the Agent (Management Consultant) shall have jurisdiction for any disputes.