

GENERAL TERMS AND CONDITIONS

1. General Principles / Scope

1.1 These General Terms and Conditions exclusively apply to all legal transactions between the client and the contractor (management consultant), hereinafter referred to as the "Contractor." The version valid at the time of contract conclusion shall be authoritative.

1.2 These General Terms and Conditions also apply to all future contractual relationships, including those for which additional agreements do not explicitly reference them.

1.3 Contrary general terms and conditions of the client are invalid, unless expressly acknowledged in writing by the Contractor.

1.4 In the event that individual provisions of these General Terms and Conditions are or become ineffective, this shall not affect the validity of the remaining provisions and contracts concluded based on them. The ineffective provision shall be replaced by a valid provision that most closely corresponds to its purpose and economic intent.

2. Scope of Consulting Assignment / Substitution

2.1 The scope of a specific consulting assignment is agreed upon in each individual case by contract.

2.2 The Contractor is entitled to wholly or partially delegate the tasks assigned to them to third parties. Payment to the third party shall be solely made by the Contractor. No direct contractual relationship of any kind arises between the third party and the client.

2.3 The client undertakes not to establish any business relationship of any kind with individuals or companies involved by the Contractor in fulfilling their contractual obligations during the consultancy assignment as well as for a period of three years after its termination. This prohibition includes engaging these individuals and companies for consulting services similar to those offered by the Contractor.

3. Obligation to Provide Information by the Client / Declaration of Completeness

3.1 The client ensures that the organizational framework conditions at their business location enable undisturbed and expedient work during the performance of the consulting assignment.

3.2 The client shall comprehensively inform the Contractor about previous and ongoing consultations, including those in other fields of expertise.

3.3 The client shall ensure that all necessary documents required for the fulfillment and execution of the consulting assignment are timely submitted to the Contractor without specific request. This also applies to all documents, processes, and circumstances that become known to the consultant during the course of their work.

3.4 The client shall ensure that their employees and the legally required and potentially established employee representation (works council) are informed of the consultancy assignment prior to its commencement.

4. Safeguarding Independence

4.1 The parties commit to mutual loyalty.

4.2 The parties commit to take all precautions that are suitable for preventing any compromise to the independence of subcontracted third parties and employees of the Contractor. This applies particularly to employment offers from the client or the assumption of contracts on their own account.

5. Reporting / Reporting Obligation

5.1 The Contractor shall provide regular reports on their work, that of their employees, and any assigned third parties in accordance with the progress of the client's project.

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

5.3 The Contractor operates independently in the creation of the agreed work, exercises their own discretion, and takes responsibility for their actions. They are not bound to a specific place of work or working hours.

6. Protection of Intellectual Property

6.1 The copyrights to works created by the Contractor, their employees, and assigned third parties (including offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the Contractor. The client is only entitled to use the work (works) exclusively for the purposes covered by the contract during and after the termination of the contractual relationship. The client is not authorized to reproduce and/or distribute the work without the explicit consent of the Contractor. An unauthorized reproduction/distribution of the work shall not result in the Contractor's liability – particularly for the accuracy of the work – towards third parties.

6.2 Breach of these provisions by the client authorizes the Contractor to immediately terminate the contractual relationship and assert other legal claims, particularly for injunction and/or damages.

7. Warranty

7.1 Regardless of fault, the Contractor is entitled and obligated to rectify any inaccuracies or defects in their performance as part of the statutory warranty. The client shall be promptly notified of such matters.

7.2 This warranty claim of the client expires six months after the completion of the respective service.

8. Liability / Damages

8.1 The Contractor is liable to the client for damages – excluding personal injury – only in cases of gross negligence (intent or gross negligence). This also applies, by analogy, to damages caused by third parties engaged by the Contractor.

8.2 Claims for damages by the client can only be brought to court within six months from knowledge of the damage and the responsible party, but no later than three years from the event giving rise to the claim.

8.3 The client shall bear the burden of proof that the damage is attributable to negligence on the part of the Contractor.

8.4 If the Contractor provides the work with the assistance of third parties, and warranty and/or liability claims arise against these third parties in this context, the Contractor assigns these claims to the client. In this case, the client shall primarily assert claims against these third parties.

9. Confidentiality / Data Protection

9.1 The Contractor is obligated to maintain absolute confidentiality about all business matters brought to their knowledge, particularly business and trade secrets, as well as any information they receive about the nature, scope, and practical activities of the client.

9.2 Furthermore, the Contractor undertakes to keep silent about the entire content of the work, as well as all information and circumstances that they become aware of in connection with the creation of the work, including the data of the client's clients, in relation to third parties.

9.3 The Contractor is released from the obligation of confidentiality towards any assistants or representatives they engage. However, they shall fully impose the obligation of confidentiality on them and shall be liable for their violation of the confidentiality obligation as if it were their own.

9.4 The obligation of confidentiality extends indefinitely beyond the termination of this contractual relationship. Exceptions apply in cases of legally required disclosure obligations.

9.5 The Contractor is entitled to process entrusted personal data within the scope of the purpose of the contractual relationship. The client assures the Contractor that all necessary measures, particularly those required by data protection laws, such as consent declarations from data subjects, have been taken.

10. Remuneration

10.1 Upon completion of the agreed work, the Contractor shall receive a fee as per the agreement between the client and the Contractor. The Contractor is entitled to submit interim invoices corresponding to the progress of work and request corresponding advances. The fee becomes due upon invoicing by the Contractor.

10.2 The Contractor shall issue an invoice that qualifies for input tax deduction, including all legally required details.

10.3 Incurred cash expenses, expenses, travel costs, etc. shall be reimbursed to the Contractor by the client in addition to invoicing.

10.4 In case the execution of the agreed work is not realized due to reasons on the part of the client or due to a justified early termination of the contractual relationship by the Contractor, the Contractor retains the right to payment of the entire agreed fee minus saved expenses. In the event of an hourly fee agreement, the fee for the number of hours expected

for the entire agreed work shall be paid, minus the saved expenses. The saved expenses are contractually agreed to be 30 percent of the fee for services that the Contractor has not yet provided until the termination of the contractual relationship.

10.5 In case of non-payment of interim invoices, the Contractor is relieved of their obligation to provide further services. However, the assertion of further claims resulting from non-payment remains unaffected.

11. Electronic Invoicing

11.1 The Contractor is entitled to submit invoices to the client in electronic form. The client expressly agrees to receive invoices in electronic form from the Contractor.

12. Duration of the Contract

12.1 This contract generally ends upon completion of the project and corresponding invoicing.

12.2 Nonetheless, the contract may be terminated at any time for substantial reasons by either party without adherence to a notice period. A substantial reason is especially considered:

- If a contracting party breaches essential contractual obligations, or
- if a contracting party falls into payment arrears after the initiation of insolvency proceedings, or
- if justifiable concerns regarding the creditworthiness of a contracting party, which has not had insolvency proceedings initiated against it, exist, and said party fails to make advance payments or provide suitable security upon the Contractor's request and the other contracting party's poor financial circumstances were unknown at the time of contract conclusion.

13. Final Provisions

13.1 The parties confirm that all information provided in the contract has been provided conscientiously and truthfully and commit to promptly notifying each other of any changes.

13.2 Changes to the contract and these terms and conditions require written form; likewise, a departure from this formal requirement. Oral collateral agreements do not exist.

13.3 Austrian substantive law applies to this contract, excluding the reference norms of private international law and the UN Sales Convention. The place of performance is the professional establishment location of the Contractor. For disputes, the court at the place of business of the Contractor is competent.

* In the event of disputes arising from this contract that cannot be amicably resolved, the parties agree to involve registered mediators (ZivMediatG) specializing in commercial mediation from the list of the Ministry of Justice to settle the conflict out of court. If no agreement can be reached on the selection of business mediators or on the content, legal proceedings will be initiated at least one month after negotiations have failed.

** In the event of an unsuccessful or discontinued mediation, Austrian law shall apply in any initiated legal proceeding. All expenses incurred due to a previous mediation, especially those for involved legal advisors, can be claimed as "pre-litigation costs" in a court or arbitration proceeding.