

General Terms and Conditions

Status: December 12, 2022

Konsultori BD GmbH

(hereinafter referred to as "Business Consulting Konsultori")

1. General Principles / Scope of Application

1.1 These General Terms and Conditions apply exclusively to all legal transactions between the Client and the Contractor (Konsultori BD GmbH). The version valid at the time of contract conclusion shall be decisive.

1.2 These General Terms and Conditions also apply to all future contractual relationships, even when not expressly referenced.

1.3 Conflicting and supplementary provisions – in particular the Client's General Terms and Conditions – are invalid unless expressly recognized in writing by the Contractor (Konsultori BD GmbH).

1.4 Should individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions and contracts concluded under their basis. The invalid provision shall be replaced by a valid provision that comes closest to its meaning and economic purpose.

1.5 For consulting contracts subject to special funding conditions, the Contractor's (Konsultori BD GmbH) terms and conditions always apply supplementarily. If the number of funded consulting hours for a consulting contract is already exhausted, the Contractor's General Terms and Conditions apply exclusively.

2. Scope of Consulting Contract / Representation

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

2.2 Offers are non-binding unless expressly designated as binding. The Client's order is only accepted upon order confirmation by the Contractor (Konsultori BD GmbH), thereby establishing a contract.

2.3 The Contractor (Konsultori BD GmbH) is entitled to have the tasks incumbent upon him performed wholly or partially by third parties. Payment to third parties is made exclusively by the Contractor himself. No direct contractual relationship of any kind is established between the commissioned third parties and the Client.

2.4 The Client undertakes not to enter into any business relationship with third parties used by the Contractor to fulfill his contractual obligations toward the Client, during the term of this contractual relationship and until three years after its termination. The Client shall not commission these persons and companies with such or similar consulting services that the Contractor also offers.

2.5 Typical consulting services also include telephone calls and email correspondence that go beyond mere appointment scheduling, as well as moderations, workshops, training sessions, and seminars. Service times without contact with the Client, such as preparation and follow-up work, research activities, and report preparation, also count as consulting service delivery times.

3. Client's Duty to Inform and Cooperate / Completeness Declaration

3.1 The Client must ensure that the organizational framework conditions for fulfilling the consulting contract at his premises or office spaces allow for undisturbed work conducive to the rapid progress of the consulting process.

3.2 The Client will comprehensively inform the Contractor about previously conducted and/or ongoing consulting services – including in other specialist areas.

3.3 The Client ensures that the Contractor receives all documents necessary for the fulfillment and execution of the consulting contract in a timely manner, even without special request, and is informed of all processes and circumstances that may be significant for the execution of the consulting contract. This also applies to all documents, processes, and circumstances that only become known during the Contractor's activity.

3.4 The Client holds the Contractor harmless from all damages arising from the violation of the duty to inform and cooperate according to this point 3.

4. Securing Independence

4.1 The contracting parties commit to mutual loyalty.

4.2 The contracting parties mutually commit to taking all precautions suitable to prevent endangering the independence of the commissioned third parties and employees of the Contractor (business consultants). This applies particularly to the Client's offers of employment or acceptance of contracts on their own account.

5. Reporting / Reporting Obligation

5.1 Unless otherwise contractually agreed, the Contractor is not obligated to report.

5.2 In case of contractual agreement for reporting, the Client receives the final report within four weeks after completion of the contract.

5.3 The Contractor is free from instructions in producing the agreed work, acts at his own discretion and on his own responsibility. He is not bound to any specific workplace or working hours.

6. Protection of Intellectual Property

6.1 The copyrights to works created by the Contractor and his employees and commissioned third parties (particularly offers, reports, analyses, expert opinions, organizational plans, programs, business plans and company valuations, service descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the Contractor. They may only be used by the Client during and after termination of the contractual relationship exclusively for purposes covered

by the contract. The Client is not entitled to disclose, reproduce, or distribute the work(s) to third parties without the Contractor's express consent. The granting of work usage permits remains subject to the Contractor's written consent. Under no circumstances does unauthorized reproduction/distribution of the work create liability for the Contractor – particularly regarding the correctness of the work – toward third parties.

6.2 The Contractor is entitled to use any newly developed methods/technologies with other clients.

6.3 The Client's violation of these provisions entitles the Contractor to immediate premature termination of the contractual relationship and to assert other legal or contractual claims, particularly for injunction, damages, or fees.

7. Warranty

7.1 The Contractor is entitled and merely obligated, regardless of fault, to remedy any inaccuracies and defects in his performance that become known (improvement). He will immediately notify the Client thereof. No further warranty claims exist beyond this.

7.2 The Client's warranty claim against the Contractor expires in any case six months after the respective service is rendered.

7.3 The Client must immediately file written complaints about any defects in service delivery.

8. Liability / Damages

8.1 The Contractor (business consultant) is liable to the Client for damages only in cases of gross negligence or intent, insofar as this does not violate mandatory law. This applies analogously to damages attributable to third parties engaged by the Contractor. Liability for gross negligence is limited to the fee agreed for the respective consulting contract. These liability limitations do not apply to compensation for personal injuries.

8.2 The Client's damage claims must be asserted in court within six months of knowledge of the damage and the party causing it, but at the latest within 24 months after termination of the respective consulting contract; otherwise, assertion is excluded. An extension of the consulting contract does not extend these deadlines, but these deadlines begin anew for consulting services provided based on the extended consulting contract.

8.3 The Client must provide evidence that the damage is attributable to the Contractor's fault.

8.4 If the Contractor (business consultant) 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 (business consultant) assigns these claims to the Client. In this case, the Client will primarily pursue these third parties.

9. Confidentiality / Data Protection

9.1 The Contractor (business consultant) commits to absolute confidentiality regarding all business matters that come to his knowledge, particularly business and trade secrets as well as any information he receives about the nature, scope of operations, and practical activities of the Client.

9.2 Furthermore, the Contractor (business consultant) commits to maintaining confidentiality toward third parties regarding the entire content of the work as well as all information and circumstances that came to him in connection with creating the work, particularly regarding the Client's client data.

9.3 The Contractor (business consultant) is released from confidentiality obligations toward any assistants and representatives he employs. However, he must fully transfer the confidentiality obligation to them and is liable for their violation of the confidentiality obligation as for his own violation.

9.4 The confidentiality obligation extends indefinitely beyond the end of this contractual relationship. Exceptions exist in cases of legally mandated testimony obligations.

9.5 The Contractor (business consultant) is entitled to process personal data entrusted to him within the framework of the contractual relationship's purpose. The Client warrants to the Contractor that all necessary measures have been taken for this purpose, particularly those in accordance with data protection law, such as consent declarations from the affected parties.

10. Fee

10.1 Consulting services are billed through hourly billing based on time records, with 15 minutes being the smallest billable unit. In case of doubt, the time records of Business Consulting Konsultori serve as the basis for billing consulting services. If service billing is agreed upon as a flat rate, Business Consulting Konsultori is not obligated to present time records when invoicing.

10.2 After completion of the agreed work, Business Consulting Konsultori receives a fee according to the agreement between the Client and Business Consulting Konsultori. In the absence of an express agreement on the fee amount, an appropriate fee is considered owed. Business Consulting Konsultori is entitled to submit interim invoices according to work progress and to demand advances corresponding to the respective progress. The fee is due upon invoicing by Business Consulting Konsultori.

10.3 Business Consulting Konsultori will issue an invoice entitled to input tax deduction with all legally required features.

10.4 Incurred cash expenses, costs, travel expenses, and similar must be reimbursed by the Client in addition to the fee upon invoicing by Business Consulting Konsultori.

10.5 If execution of the agreed work is omitted for reasons attributable to the Client or due to justified premature termination of the contractual relationship by Business Consulting Konsultori, Business Consulting Konsultori retains the right to payment of the entire agreed fee minus saved expenses. In case of agreement on an hourly fee, the fee for the number of hours that would have been expected for the entire agreed work, minus saved expenses, must be paid. The saved expenses are contractually agreed as a flat rate of 30 percent of the fee for those services that Business Consulting Konsultori had not yet provided by the day of termination of the contractual relationship.

10.6 Agreed appointments will be billed in any case, unless written cancellation (including email) reaches Business Consulting Konsultori at least 48 hours before their start.

10.7 In case of non-payment of interim invoices, Business Consulting Konsultori is released from its obligation to continue service delivery. The assertion of further claims resulting from non-payment is not affected thereby, and point 10.5 applies.

10.8 For reminders in case of payment delay by the Client, €10.00 per reminder is charged. Business Consulting Konsultori is entitled to file payment lawsuits in court even without prior reminder. In any case, statutory default interest is charged.

10.9 The Client may only offset his own claims against the Contractor's claims if his own claims are judicially established or acknowledged in writing by the Contractor.

10.10 Should contracts be concluded that are valid for longer than 12 months or extend to a period greater than 12 months, the Contractor is free to increase the fee rates by the official inflation (<https://wko.at/statistik/indizes/PreiKoOester.pdf>). Reference is the CPI in the month of contract conclusion and the CPI for the respective month.

11. Electronic Invoicing

11.1 Business Consulting Konsultori is entitled to transmit invoices to the Client in electronic form. The Client expressly agrees to the transmission of invoices in electronic form by Business Consulting Konsultori.

12. Contract Duration

12.1 The consulting contract basically ends with the completion of the project.

12.2 The consulting contract can nevertheless be terminated at any time for important reasons by either contracting party without observing a notice period. Important reasons include particularly:

- if a contracting party violates essential contractual obligations or
- if a contracting party falls into payment arrears or
- if there are justified concerns regarding the creditworthiness of a contracting party over which no insolvency proceedings have been opened, and this party neither makes advance payments nor provides suitable security before Business Consulting Konsultori's performance upon Business Consulting Konsultori's request, and the poor financial circumstances were not known to the other contracting party at contract conclusion.

13. Final Provisions

13.1 The contracting parties confirm having made all statements in the contract conscientiously and truthfully and commit to immediately notify each other of any changes.

13.2 Changes to the contract and these GTC require written form; likewise, any departure from this formal requirement. No oral side agreements exist.

13.3 Material Austrian law applies to this contract, excluding the referral norms of international private law. Place of performance is the place of the Contractor's (business consultant's) professional establishment. For disputes, the court at the Contractor's (business consultant's) place of business has jurisdiction.

13.4 Should provisions of this contract be legally ineffective, invalid, and/or void or become so during their duration, this does not affect the legal effectiveness and validity of the remaining provisions. In this case, the contracting parties commit to replacing the legally ineffective, invalid, and/or void (or provisions that have become legally ineffective, invalid, and/or void) provision with one that is legally effective and valid and corresponds in its economic effect to the replaced provision – insofar as possible and legally permissible.