

## GENERAL TERMS AND CONDITIONS

Brita Stiegler Consulting concludes contracts exclusively based on the following General Terms and Conditions.

### 1) GENERAL PRINCIPLES

- 1.1 When the order is placed, the GTC of Brita Stiegler shall be considered to be agreed upon with the client. The version valid at the time of the conclusion of the contract shall be decisive.
- 1.2 Verbally agreed changes, additions to the concluded contract or subsidiary agreements which change the scope of the contractual services or these GTC shall only be effective if they are expressly confirmed by Brita Stiegler in writing, as well as by e-mail or fax.
- 1.3 These General Terms and Conditions shall also apply to all future contractual relationships, thus also in the event that no express reference is made to them in supplementary contracts.
- 1.4 Any conflicting General Terms and Conditions of a client shall be invalid unless the agent (corporate consultant) expressly accepts them in writing.
- 1.5 In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision which comes closest to the meaning and economic purpose of the invalid provision.

### 2) CONCLUSION OF CONTRACT/SCOPE OF SERVICES

- 2.1 Offers from Brita Stiegler shall be non-binding and subject to confirmation.
- 2.2 Contracts between Brita Stiegler and the client shall in principle only be concluded through express written acceptance by Brita Stiegler.
- 2.3 The extent of the contractual obligation to perform shall result exclusively from the service description of Brita Stiegler and/or the information in the confirmation of contract.
- 2.4 Brita Stiegler shall be entitled to have the tasks incumbent upon her performed in whole or in part by third parties.
- 2.5 Changes or deviations of individual contractual services from the agreed content of the contract, which become necessary after conclusion of the contract, shall be permitted, provided that the changes or deviations are not substantial and do not impair the overall design of the agreed contractual services. The fee shall not be affected in case of a non-substantial change.

### **3) DUTY OF THE CLIENT TO INFORM/STATEMENT OF COMPLETENESS**

- 3.1 The client shall ensure that the organisational framework conditions at client's place of business during the performance of the consulting contract allow for undisturbed work that is conducive to the rapid progress of the consulting process.
- 3.2 The client shall also inform Brita Stiegler comprehensively about previously performed and/or ongoing consulting activities – also in other specialist areas.
- 3.3 The client shall ensure that Brita Stiegler is provided in a timely manner with all documents necessary for the fulfilment and performance of the consulting contract, even without special request, and that client is informed of all processes and circumstances which are of importance for the performance of the consulting contract. This shall also apply to all documents, processes and circumstances that only become known during the consultant's work.
- 3.4 The client shall ensure that client's employees and any statutory as well as established employee representation (works council) are informed ahead of the start of any activities performed by Brita Stiegler.

### **4) REPORTING/OBLIGATION TO REPORT**

- 4.1 Brita Stiegler undertakes to report to the client on her work and, as necessary, also on the work of commissioned third parties regarding the progress of the work.
- 4.2 The client shall receive the final report within a reasonable period of time, i.e. two to four weeks after completion of the assignment, depending on the type of consulting contract.
- 4.3 Brita Stiegler shall not be bound by instructions when providing the agreed-upon services and shall act at her own discretion and on her own responsibility. She shall not be tied to any particular place of work or to any specified working hours.

### **5) DEADLINES**

- 5.1 Agreements regarding deadlines and dates must be recorded or confirmed in writing. In any case, Brita Stiegler shall make every effort to meet agreed deadlines.
- 5.2 Unavoidable or unforeseeable events shall release Brita Stiegler from adherence to the agreed delivery date. The same shall apply if the client is in default with its obligations necessary for the performance of the contract (e.g. provision of documents or information). In this case, the agreed date shall be postponed at least to the extent of the delay.

## 6) CONFIDENTIALITY/PRIVACY

- 6.1 Brita Stiegler undertakes to maintain absolute confidentiality about all business matters which come to her knowledge, in particular business and trade secrets as well as any information which she receives about the type, scope of business and practical activity of the client.
- 6.2 In addition, Brita Stiegler undertakes to maintain confidentiality towards third parties with regard to the entire content of the service as well as all information and circumstances which she has received in connection with the preparation of the service, in particular also with regard to the data of clients of the client.
- 6.3 Brita Stiegler shall be released from the obligation of confidentiality towards any of her assistants and deputies. However, she must completely transfer the obligation of confidentiality to them and shall be liable for their violation of the obligation of confidentiality as for any violation of her own.
- 6.4 The obligation of confidentiality shall extend indefinitely even after the end of this contractual relationship. Exceptions shall be made in the case of statutory disclosure obligations.
- 6.5 Brita Stiegler shall be entitled to process personal data entrusted to her within the scope of the purpose of the contractual relationship. The client shall guarantee to the agent that all necessary measures have been taken for this purpose, in particular those in the sense of data protection legislation, such as declarations of consent by the persons concerned.

## 7) RIGHTS OF USE/PROTECTION OF INTELLECTUAL PROPERTY

- 7.1 The copyrights to the works created by Brita Stiegler and commissioned third parties (in particular offers, reports, analyses, expert opinions, organisation plans, programmes, performance descriptions, drafts, calculations, drawings, data carriers etc.) shall remain with Brita Stiegler. They may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the client shall not be entitled to reproduce and/or distribute the work(s) without the express consent of Brita Stiegler. Under no circumstances shall Brita Stiegler incur liability to third parties – in particular for the correctness of the work – through unauthorised reproduction/distribution of the work.
- 7.2 Any violation of these provisions by the client shall entitle the agent (corporate consultant) to terminate the contractual relationship immediately and prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

## 8) GUARANTEE

- 8.1 The services of Brita Stiegler must be reviewed by the client immediately after completion. Brita Stiegler must be notified immediately, in writing and in detail, of any defects discovered.
- 8.2 Brita Stiegler's guarantee shall be limited, at the discretion of the client, to improvement, supplementation of any missing item or exchange of any defective performance for a defect-free one or rescission.
- 8.3 This claim of the client shall expire six months after the respective service has been rendered.

## 9) LIABILITY/COMPENSATION

- 9.1 Brita Stiegler undertakes to conscientiously prepare and carefully select as well as monitor service providers in accordance with the duties of care of a prudent contractor.
- 9.2 Brita Stiegler shall be liable to the client for damages – except for personal injury – only in the case of gross default (intent or gross negligence). This shall also apply analogously to damages attributable to third parties commissioned by Brita Stiegler.
- 9.3 Claims for damages by the client can only be asserted in court within six months of knowledge of the damage and the damaging party, but no later than three years after the event giving rise to the claim.
- 9.4 In each case, the client must provide proof that the damage is due to the default of Brita Stiegler.
- 9.5 As far as Brita Stiegler is entitled to claims for damages against third parties in connection with the execution of the contract, Brita Stiegler shall also assign such claims for damages to the client, provided that the client accepts the assignment of such future claims. In such a case, the client shall not be entitled to any further claims against Brita Stiegler. The client shall be entitled to enforce such claims at client's own expense.

## 10) FEE/INVOICING

- 10.1 All prices are net prices without value added tax.
- 10.2 The fee according to the agreement between the client and Brita Stiegler shall be due in each case after completion of the agreed upon service with rendering of invoice by Brita Stiegler.
- 10.3 Arising cash expenditures, expenses, travel costs (travel costs for flights of 5 hours or more: business class; for rail travel: first class; hotel stay: 4-star category or higher; for journeys by car € 0.42/km from Vienna), etc. shall be reimbursed additionally by the client on presentation of Brita Stiegler's invoice. Travel time is considered working time and shall be charged at 50% of the agreed hourly rate.
- 10.4 Services not estimated in the offer, which are carried out at the request of the client or any additional expenditures, which are caused by incorrect data of the client or by tardy or unprofessional preliminary work of third parties, as far as they are not vicarious agents of Brita Stiegler, shall be charged to the client additionally according to the current remuneration rates of Brita Stiegler.
- 10.5 Brita Stiegler shall also be entitled to send invoices to the client in electronic form. The client expressly agrees to receiving invoices by Brita Stiegler in electronic form.

## 11) CANCELLATION CONDITIONS

- 11.1 In case of non-performance of agreed-upon services on the client's side or due to a justified premature termination of the contractual relationship by Brita Stiegler, Brita Stiegler reserves the claim to payment of the full agreed fee less saved expenditures. If an hourly fee was agreed, the fee shall be paid for the number of hours that could have been expected for the entire agreed service, less the expenses saved. The expenses saved are agreed as a lump sum of 30 percent of the fee for those services which the contractor has not yet provided by the date of termination of the contractual relationship.
- 11.2 In the event of non-payment of interim invoices, Brita Stiegler shall be released from her obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

## 12) DURATION OF THE CONTRACT

12.1 The contract shall end in principle with the completion of the project.

12.2 Notwithstanding this, the contract can be terminated at any time for good cause by either party without notice. Good cause shall consist in the following cases in particular:

- if a contracting party violates essential contractual obligations; or
- if a contracting party is in default of payment after the opening of insolvency proceedings; or
- if there are justified doubts about the creditworthiness of a contracting party on whom no insolvency proceedings have been opened and who, at the request of Brita Stiegler, neither makes advance payments nor provides suitable security prior to performance of services by Brita Stiegler and if the poor financial circumstances were not known to the respective other contracting party when the contract was concluded.

## 13) PAYMENT/DEFAULT/RETENTION OF TITLE

13.1 Brita Stiegler shall be entitled to invoice each individual service immediately after its provision. Unless otherwise agreed, the term of payment shall be 14 days after receipt of invoice. In addition, Brita Stiegler shall be entitled to submit interim invoices according to the progress of work and to demand payment on account according to the respective progress.

13.2 In the event of late payment, interest on arrears at a rate of 10 percent p.a. shall be deemed agreed.

13.3 In the event of default of payment by the client, Brita Stiegler shall be entitled to make all services and partial services rendered within the framework of other contracts concluded with the client immediately due for payment.

13.4 Deductions of any kind shall be excluded.

13.5 All deliveries and services shall remain the property of Brita Stiegler until full payment has been made.

13.6 Any transfer charges for transfers from abroad shall be charged to the client.

## 14) FINAL PROVISION

- 14.1 The contracting parties confirm that all information in the contract has been provided conscientiously and truthfully and undertake to notify each other immediately of any changes.
- 14.2 Changes to the contract and these GTC must be made in writing; the same applies to any departure from this formal requirement. Oral collateral agreements do not exist.
- 14.3 In the event of disputes arising from this contract which cannot be settled by mutual consent, the parties to the contract agree to bring in registered mediators (Austrian ZivMediatG) with a focus on business mediation from the list of the Ministry of Justice for an out-of-court settlement of the conflict. If no agreement can be reached on the selection of the business mediators or on the content, legal action will be taken at the earliest one month after the failure of the negotiations.
- 14.4 In the event that mediation does not take place or is aborted, Austrian law shall apply in any legal proceedings that may be initiated. All necessary expenses incurred as a result of previous mediation, in particular those for any legal advisor brought in, can be claimed as “pre-litigation costs” in court or arbitration proceedings, as agreed.

## 15) PLACE OF JURISDICTION/CHOICE OF LAW

- 15.1 Austrian substantive law shall apply to this contract to the exclusion of the referral rules of international private law. The place of performance shall be the place of business of Brita Stiegler. For disputes arising from this contract, the District Court of Vienna Döbling shall have jurisdiction in district court proceedings, or the Regional Court of Vienna shall have jurisdiction in local court proceedings.