

GENERAL TERMS AND CONDITIONS

JANUARY 2024

Issued by:
B³C - Bridge Building Business Consult e.U.
Commercial Registration: FN 619723h, Landesgericht Linz
Eulenweg 15
4209 Engerwitzdorf
Austria / European Union

Based on the GTCs recommended by the:
Austrian Professional Association of Management Consultancy,
Accounting, and Information Technology
as part of the:
Austrian Chamber of Commerce (WKO)

1. General Terms and Conditions / Scope

1.1 All legal transactions between the Client and **B³C - Bridge Building Business Consult e.U.** – hereinafter referred to as Consultant – shall be exclusively subject to these General Terms and Conditions. The version valid at the time the Contract is executed (Date of the Contract) shall be applicable.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Client shall be invalid unless they have been explicitly accepted in writing by the Consultant.

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts executed pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of consulting assignments / representation

2.1 The scope of each particular consulting assignment shall be individually agreed by Contract.

2.2 The Consultant shall be entitled to subcontract, in whole or in part, the services for which the Consultant is responsible to third parties. Payment of said third parties shall be effected exclusively by the Consultant. No contractual relationship of any kind shall exist between the Client and said third party.

2.3 During the validity of this Contract and for a period of three years after termination thereof, the Client shall agree not to enter into any kind of business transactions with persons or organisations the Consultant employs to perform the Consultant's contractual duties. In particular, the Client shall not employ said persons or organisations to render consulting services the same or similar to those offered by the Consultant.

3. Client's obligation to provide information / declaration of completeness

3.1 The Client shall ensure that during the performance of the consulting assignment, organisational conditions in the Client's place of business allow the consulting process to proceed in a timely and undisturbed manner.

3.2 The Client shall also inform the Consultant in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.

3.3 The Client shall, in a timely manner and without special request on the part of the Consultant, provide the Consultant with all documents necessary to fulfil and perform the consulting assignment and shall inform the Consultant of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.

3.4 The Client shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of the Consultant's consulting activities prior to the commencement of the assignment.

4. Maintenance of independence

4.1 The Contracting Parties shall be committed to mutual loyalty.

4.2 The Contracting Parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for the Consultant and/or of any third parties employed by the Consultant is not jeopardized. This applies particularly to any employment offers made by the Client or the acceptance of assignments on their own account.

5. Reporting / obligation to report

5.1 The Consultant shall be obligated to report to the Client on the progress of services performed by persons working for the Consultant and/or any third parties employed by the Consultant.

5.2 The Consultant shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment, if nothing else has been agreed.

5.3 The Consultant shall not be bound by directives while performing the agreed service and shall be free to act at the Consultant's discretion and under the Consultant's own responsibility. The Consultant shall not be required to work in a particular place or to keep particular working hours.

6. Protection of Intellectual Property

6.1 The Consultant shall retain all copyrights to any work done by the Consultant and/or by persons working for the Consultant and/or by third parties employed by the Consultant (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof. The Client may use these materials exclusively for the purposes described under the Contract. Therefore, the Client shall not be entitled to copy or distribute these materials without the explicit consent of the Consultant or use it for other purposes than agreed. Under no circumstances, shall the Consultant be liable to third parties, in particular for the accuracy of the material, in the event of unauthorised copying/distribution of the material.

6.2 In the event of any violation of these provisions by the Client, the Consultant shall be entitled to immediate termination of the contract relationship and to assert any other statutory claims, in particular claims for omission and/or damages.

7. Warranty

7.1 The Consultant shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Consultant's work which have become known subsequently. The Consultant will immediately inform the Client thereof.

7.2 This right of the Client shall expire six months after submission of the reports and/or completion of the relevant service.

8. Liability / damages

8.1 With the exception of personal injuries, the Consultant shall be liable to the Client for damages only to the extent that these are the result of serious fault (intention or gross negligence). Liability is limited to EUR 10,000 or 5% of the Contract Value, whatever is lower - except in the case of personal injury or wilful intent. Correspondingly, this also applies to damages resulting from third parties employed by the Consultant.

8.2 Any claim for damages on the part of the Client may only be enforced by law within six months after they have gained knowledge of the damage and the liable party, but no later than three years after the incident upon which the claim is based.

8.3 The Client shall furnish evidence of the Consultant's fault.

8.4 If the Consultant performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Client. In this case, the Client shall primarily refer to the third party.

8.5 The Consultant shall only be liable for a delay in delivery if (i) the delay was caused by the Consultant intentionally or by gross negligence, and (ii) the delivery date was confirmed in writing by Consultant or was bindingly agreed explicitly in writing. Any liability of the Consultant due to the delay shall in any case be limited to 5% of the amount of the delayed performance. Liability for delays without Client's fault is excluded. This exclusion also includes delays which are only partly due to culpable negligence on the part of the Consultant.

9. Confidentiality, Loyalty and Data Protection

9.1 The Consultant shall be obligated to maintain complete confidentiality concerning all business matters made known to the Consultant in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Client.

9.2 Furthermore, the Consultant shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Client's clients.

9.3 The Consultant shall not be obligated to maintain confidentiality towards any person working for the Consultant or representatives of the Consultant. However, the Consultant is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if the Consultant had breached confidentiality.

9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract. This shall not apply in case the Consultant is legally required to disclose information.

9.5 The Consultant shall be entitled to use any personal data entrusted to the Consultant for the purposes of the services performed. The Consultant shall guarantee the Client that all

necessary measures will be taken, especially those regarding the Austrian Data Protection Act (DSG), e.g. that declarations of consent are obtained from the persons involved.

9.6. The Consultant commits himself not to accept any commissions or other benefits from third parties that are likely to influence his objectivity.

9.7 The Client may not invoke a breach of confidentiality by the Consultant if the information alleged to have become public through the Consultant has already become known in other ways outside the Client's organisation in a different way.

10. Remuneration

10.1 After completion of the services agreed upon, the Consultant shall receive remuneration agreed upon in advance between the Consultant and the Client. The Consultant shall be entitled to render intermediate accounts and to demand down-payments, payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by the Consultant. The remuneration shall be due in each case upon invoicing - at the latest after 14 calendar days - by the Client. In case a down-payment has been agreed between the Consultant and the Client, the Consultant shall not be obliged to start his works, until the down-payment has been credited to his bank account.

10.2 Agreed hourly rates apply to services on working days for local time (Time Zone of personal presence of the Consultant's staff) from 08:00 to 18:00. Agreed daily rates apply to a flat-rate working day of 8 hours. If services are rendered outside the aforementioned time of day and/or beyond the 8 hours, a surcharge of 30% of the respective applicable hourly rate shall be invoiced.

10.3 The Consultant shall issue invoices in accordance with the law. Where the law requires the invoice to include sales taxes (VAT, GST, sales tax, etc.), the Consultant shall follow the requirements. If there is an option to issue the invoice using the reverse charge method, the Consultant shall be entitled to follow this option. In such case, the full liability for payment of any applicable sales taxes (VAT, GST, sales tax, etc.) will be automatically transferred to the Client.

10.4 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to the Consultant by the Client separately, upon submission of the appropriate receipts. For the settlement of cash expenditures, the Consultant is entitled to charge a handling fee of 13.5% plus a bank settlement fee of 1.5% for payments with VISA®, American Express®, etc.

10.5 In the event that the work agreed upon is not completed due to reasons on the part of the Client, or due to a premature termination of Contract by the Consultant for good cause, the Consultant shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Client shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 20% of the fee required for those services that the Consultant did not perform by the date of termination of the agreement.

10.6 In the event that intermediate invoices are not paid, the Consultant shall be released from the Consultant's commitment to provide further services as long as not all claims have been settled in full or payment has been made subject to conditions. This shall be without prejudice to any further claims resulting from default of payment.

10.7 The fee is always calculated on a net basis. In the event that, due to local regulations at the Client's domicile or the place of performance, taxes are to be paid with regard to income or

sales, the Consultant shall be entitled to invoice the corresponding amount in addition. It is irrelevant whether the taxes are to be paid by the client or the contractor.

10.8 Unless otherwise agreed, travel times between the Consultant's registered office and the place of performance shall be charged at the fee rate.

10.9 Hourly/daily rates apply for the calendar year in which the offer is issued. The hourly/daily rates are adjusted annually on the basis of the HVPI (2015) ("Harmonisierter Verbraucherpreisindex 2015" (HVPI)" published by Statistik Austria). For the calculation of the adjustment, the November values are taken into account at annual intervals, whereby the older November value of the HVPI is taken as the basis for calculation. If the Consultant continues to use the old rates for invoicing, this does not mean that the consultant may not adjust further invoices to the extent to which he would be entitled under this regulation.

11. Electronic invoicing / Electronic Signatures

11.1 The Consultant shall be entitled to transmit invoices electronically. The Client explicitly agrees to accept invoices transmitted electronically by the Consultant.

11.2 In case the Consultant signs Contracts, Invoices, Reports, etc. electronically, the signature platform used, is A-Trust® or Tresorit®. The Consultant will not recognize electronic signatures that are confirmed by other platforms and/or service providers as legally valid – even they are done in the name of the Consultant. Notwithstanding the above, the consultant also reserves the right to provide handwritten signatures in combination with a company stamp.

12. Duration of the Contract

12.1 Contracts are valid and started with the date of the unconditional, uncommented, and acceptance of the Consultant's offer by the Client or by the date of the execution (signature) of the Contract. In the event that the Client makes changes, comments, restrictions, conditions etc. in or to the Offer and accepts this at the same time, no contract shall be concluded without explicit and written confirmation by the Consultant on the basis of the (new) Offer by the Client. This Contract shall terminate upon the completion of the project and the corresponding invoice.

12.2 Apart from this, this Contract may be terminated for good cause by either Party at any time without notice. Grounds for premature termination include the following:

- A Party breaches major provisions of the Contract; or
- A Party is in default of payment after insolvency proceedings have been opened; or
- A Party has substantiated concerns regarding the other Party's creditworthiness, without any insolvency proceedings, and such other Party does not make any advance payments upon request of the Consultant/provide any suitable guarantee in advance upon request of the Client, and such negative financial circumstances have not been known to the other Party at the time of execution of the contract.

12.3 In the event that the Client terminates the Contract without good cause, the Consultant shall be entitled to claim the full fee, less any savings resulting from the non-execution of the Agreement, but plus any costs that the Consultant may have to compensate to third parties due to the non-execution of the Agreement.

12.4 In case the Client accepts the Offer of the Consultant, the date of the Client's Acceptance shall be seen as Date of the Contract. In case a specific Contract Document or an Order (through ERP System, etc.) is being agreed to form the Contract, the date of the later Signature of the

contractual partners shall be the Date of the Contract. The Contract Date does not constitute a commencement date for the Services. Services will commence at the discretion of the Consultant in the absence of an mutually agreed commencement date in writing.

13. Final Provisions

13.1 The contracting parties declare that all information contained herein is accurate and made in good conscience; and they shall be mutually obligated to immediately inform the other party of any changes.

13.2 Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing; this shall also apply to a waiver of this requirement. Subsidiary agreements have not been executed.

13.3 This Contract is governed by the substantive law of the Republic of Austria, excluding the conflict-of-law rules of international private law and CISG. Place of fulfilment is the registered place of business of the Consultant. The court at the Consultant's registered place of business shall be competent in any disputes.

13.4 In case of any dispute arising from this Contract, which cannot be solved by mutual agreement, the Parties agree to:

(1) engage a listed mediator (Austrian Civil Rights Mediation Law (ZivMediatG)) specialized in business mediation from the list of the Austrian Ministry of Justice in order to reconcile these out of court. Should no mutual agreement regarding the selection of the business mediator or with regard to content be possible, legal measures shall be initiated not sooner than two weeks after the negotiations fail.

(2) In the event that mediation could not be held or was discontinued, any litigation initiated shall be subject to Austrian law.

(3) As agreed, all necessary costs incurred due to previous mediation, particularly for legal advisors consulted, may be claimed in litigation or arbitration as "pre-trial costs".