



# **General Terms and Conditions for Business Consulting by Alexander Kronsteiner e.U.**

company registration number CRN 500402k

This document is a translation of the original German version dated April 10, 2023. In case of discrepancies or ambiguities in this translation, the German original version shall prevail.

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## 1 SCOPE OF APPLICATION

(1) These General Terms and Conditions apply to contracts between the company "ALEXANDER KRONSTEINER e.U." (hereinafter referred to as "AK") and its "CLIENT" (hereinafter jointly referred to as "PARTIES") concerning all project, interim management, or consulting services and related activities, unless expressly agreed otherwise.

(2) AK and third parties acting on its behalf provide services based on these terms and conditions, as well as the annexes attached to the respective concluded contract. The version valid at the time of contract conclusion shall be authoritative.

(3) Any general terms and conditions of the CLIENT shall not apply, even if AK is aware of them. Acceptance of AK's services by the CLIENT constitutes acceptance of these terms and conditions, waiving any conflicting terms and conditions. This applies even if AK has not expressly objected to conflicting terms and conditions. Other conditions shall only be binding if expressly acknowledged in writing by AK. In such cases, these General Terms and Conditions shall apply in addition.

## 2 Offer/Contract Conclusion

(1) Offers or cost estimates from "AK" are non-binding.

(2) Commitments, assurances, and guarantees by "AK" or agreements deviating from these terms and conditions in connection with contract conclusion are binding on corporate clients only upon written confirmation by "AK".

(3) The language of the contract and its execution is German.

(4) A binding contract is concluded when the CLIENT sends the underlying offer as an order to "AK" and this is confirmed in writing. This can be done either by handwritten signature or digital signature. Subsequently, this document is also referred to as the CONTRACT.

## 3 Subject Matter of the Contract, Foundations of Cooperation

(1) The subject matter of these terms and conditions is the provision and remuneration of contract work and/or consulting services (hereinafter "Services" or "Project"). "AK" offers interim management and consulting services to companies in Europe, temporarily assisting its clients in the execution of complex projects. The specific services to be provided by "AK" under these conditions are detailed and conclusively listed in the respective contractual service description.

(2) The PARTIES collaborate based on mutual trust and support. It is agreed that the collaboration is in the interest of each PARTNER. Within the framework of the collaboration, the PARTIES will coordinate the relevant factors that determine the collaboration and jointly clarify any uncertainties and discrepancies in the spirit of mutual understanding.

(3) The CLIENT does not exercise any right of instruction or direction over "AK". "AK" and third parties acting on its behalf provide the services as independent contractors or employees of

"AK" and are neither personally nor economically integrated into the CLIENT's organizational structure.

(4) There is generally no obligation to personally perform work. Therefore, "AK" may also be represented by employees or, in consultation with the CLIENT, by third parties.

(5) There is no binding to working hours or location. However, "AK" will adhere to the CLIENT's technical and scheduling requirements to the extent necessary for proper contract performance and to accommodate the CLIENT's organizational needs.

(6) "AK" is authorized to act on behalf of the CLIENT only to the extent agreed upon in writing with the CLIENT.

(7) "AK" uses exclusively its own resources such as laptops or smartphones for fulfilling the assignment. Exceptions may arise due to operational necessities, such as requiring access to the company network with protected devices. In such cases, the CLIENT would need to provide a laptop for this access.

(8) All activities carried out by "AK" and third parties acting on its behalf for the CLIENT during the term of the contractual agreement are considered, in doubt, as activities fulfilling the contractual agreement.

## 4 Duties of 'AK'

### (1) General Provisions

'AK' will provide the services with the care of a prudent businessman and taking into account the current state of relevant science and technology at the time of contract conclusion.

### (2) Use of Third Parties

'AK' will personally perform the services covered by this contract or engage appropriately qualified third parties to ensure timely delivery. 'AK' will ensure that a sufficient number of such third parties are available. The payment of these third parties will be solely undertaken by 'AK'. There shall be no direct contractual relationship of any kind between the third parties and the CLIENT.

### (3) Place and Time of Service Provision

In the production of the agreed work, 'AK' acts independently, at his own discretion, and under his own responsibility. He is not bound to any specific workplace or working hours. 'AK' will provide the services either at the CLIENT's premises, at the agreed deployment site, or at 'AK's own business premises, in accordance with the subject matter of the contract and ensuring the effective conduct of consulting activities.

### (4) Ongoing Reporting on the Progress of the Project Assignment

'AK' will regularly report to the designated project manager of the CLIENT on the progress of the project assignment.

### (5) Reporting, Oral Information

If 'AK' is required to present the results of the services covered by a contract in writing, only the

written presentation shall be authoritative. All reports, documentation, results of investigations, etc., unless expressly agreed otherwise, shall be provided in writing.

## 5 Duties of the CLIENT

### (1) Appointment of a Project Manager

The CLIENT will appoint a responsible project manager as the contact person for 'AK' throughout the entire duration of the project or consulting assignment. In the event that the employment relationship of the project manager with the CLIENT ends during the assignment, the CLIENT is entitled and obligated to appoint a new project manager. In such a case, the CLIENT shall ensure that the new project manager is fully briefed on the project or consulting assignment and its current status from the start of their activities. The same applies if the project manager is on long-term sick leave or otherwise unavailable for an extended period of time.

### (2) Obligation to Cooperate

To perform the services, 'AK' relies on the support and cooperation of the CLIENT. The CLIENT shall provide 'AK' with all necessary information and documents in a timely and cost-free manner, which 'AK' deems necessary for the performance of the services covered by the respective contract, without specific request from 'AK', and shall confirm in writing upon request the completeness and accuracy thereof. The CLIENT shall inform 'AK' of all events and circumstances relevant to the execution of the consulting assignment. This includes all documents, events, and circumstances that become known to 'AK' during their activities.

The CLIENT shall ensure that the organizational conditions at its business premises allow for undisturbed work conducive to the swift progress of the consulting process. The CLIENT shall also comprehensively inform 'AK' about any previous and/or ongoing consultations, including in other specialized fields.

### (3) Cooperation and Coordination Duty

'AK' undertakes to plan and coordinate its own activities as well as those of third parties commissioned by 'AK' in accordance with the project requirements, ensuring that the contracted services can be delivered both in terms of quality and according to the agreed schedule.

The CLIENT shall coordinate its own employees and third parties commissioned by them, whose deliveries and services are directly or indirectly related to the project. The CLIENT shall ensure that these parties cooperate with 'AK' during the provision of their deliveries and services, so as not to hinder or impair 'AK's activities.

### (4) Protection of Intellectual Property

The work results produced by 'AK' as part of the project, such as documentations, organizational plans, drafts, drawings, schedules, calculations, or similar work results, shall become the property of the CLIENT. Any copyrights or other intellectual property rights arising from the work results shall belong to the CLIENT. If 'AK' uses its own methods, results, programs/software, or similarly protectable know-how, any existing industrial property rights of 'AK' shall remain unaffected.

## 6 Remuneration

(1) For the services covered by the respective contract, 'AK' shall receive the agreed remuneration. 'AK' is entitled to submit interim invoices corresponding to the progress of work and to

request corresponding advances based on the respective progress. Since the scope of each task or project part is typically difficult to estimate, the calculation will be based on the number of respective units according to actual effort, as specified in the present offer. Incurred cash expenses, allowances, travel costs, etc., shall be reimbursed additionally by the CLIENT upon invoicing by 'AK'.

(2) Value Added Tax (VAT)

All payments are understood to be exclusive of the applicable VAT as stated in the underlying offer.

(3) Fee in Case of Non-performance

If the execution of the agreed work is omitted due to reasons attributable to the CLIENT or due to a justified premature termination of the contractual relationship by 'AK', 'AK' retains the right to claim payment of the entire agreed fee minus saved expenses. In case of remuneration based on time spent, the fee for services rendered up to termination shall be payable.

(4) Set-off, Retention

The CLIENT may only set off against claims of 'AK' with counterclaims that are legally established or undisputed. Retention rights of the CLIENT that are not directly related to this contract are excluded.

(5) Default in Payment

In the event that the CLIENT defaults on payments, 'AK' is entitled to suspend or withhold further services without prejudice to further rights until payment is made. Furthermore, 'AK' may, at its option, make the remaining services dependent on the CLIENT prepaying the next installment in full or providing security for the outstanding remuneration in the form of an indefinite, self-executing guarantee from a major European bank upon first demand. In addition, default interest of 1.5% per month shall be agreed upon.

## 7 Changes, Extensions of Contractual Scope

(1) To the extent that changes in performance specifications (e.g., nature of the problem, objectives of the desired solution, etc.) arise during the provision of services covered by the respective contract, or if it becomes evident that additional services are required to execute the services or achieve the desired solution, which were not foreseeable for either PARTNER at the time of preparing the offer and defining the contractual scope, the PARTNERS are mutually obligated to agree on an adjustment of the contractual scope and remuneration in writing. The same applies if the CLIENT requests changes, additions, or extensions of the scope of services. 'AK' undertakes to carry out such amended services if they fall within the scope of consulting services and 'AK' is available within the agreed timeframe. Other services require 'AK's consent.

(2) In the aforementioned cases, 'AK' shall promptly inform the CLIENT in writing upon determining the conditions and shall submit proposals for adjusting the contractual scope based on the remuneration arrangement according to the underlying contract. The deadlines and periods agreed for the provision of services shall be extended by the period between receipt of the notification and the adjustment of the contractual scope as agreed.

(3) To the extent that it becomes apparent during the provision of services covered by the

respective contract that the contractual scope or the described services must be changed or newly provided due to incorrect or incomplete information provided by the CLIENT, the CLIENT shall bear the resulting additional effort based on the contractual remuneration arrangement. This applies correspondingly if the CLIENT fails to comply with the obligations of the CLIENT regulated under Clause 4 of these GTCs, thereby causing additional effort for 'AK'.

(4) All additional services or amendments as per the foregoing paragraphs shall be subject to all provisions of these GTCs, unless separate written agreements have been made.

## 8 Assignment of Rights

(1) The CLIENT may only assign rights from this contract to third parties with prior written consent from 'AK'.

(2) 'AK' is entitled, subject to the CLIENT's right to revoke this at any time in writing, to refer to the existing or former business relationship with the CLIENT (reference notice) on its own advertising materials, particularly on its website, using the name and company logo.

## 9 Duty of Loyalty, Confidentiality, Data Protection

### (1) Duty of Loyalty

The CLIENT agrees not to enter into any business relationships, of any kind whatsoever, with individuals or companies involved by 'AK' to fulfill its contractual obligations, during and for a period of three years after termination of this contractual relationship. Specifically, the CLIENT will not engage these individuals or companies for similar consulting services as offered by 'AK'. The PARTNERS mutually undertake to take all necessary precautions to prevent any risk to the independence of the engaged third parties and employees of 'AK'.

### (2) Confidentiality

The PARTNERS shall treat as confidential, indefinitely, all information or materials disclosed to them orally, in writing, or in any other manner, directly or indirectly, within the scope of a project or consulting assignment. This includes information designated as confidential or which is of a nature typically regarded as confidential, and shall only use such information within the scope of the respective contractually agreed services. Excluded from this confidentiality obligation are:  
Information already publicly known at the time of disclosure  
Information lawfully disclosed to a PARTNER by a third party not bound by confidentiality obligations towards the other PARTNER  
Information that must be disclosed to an authority or other authorized third party upon their mandatory request  
Information that must necessarily be disclosed to legal or tax advisors of the respective PARTNER for consultation purposes.

In cases under the third bullet point, the PARTNERS shall promptly inform each other of such a request and consult before disclosing protected information. The PARTNERS shall impose a written confidentiality obligation on all employees or third parties engaged by them to provide the services covered by the respective contract.

### (3) Data Protection

'AK' is authorized to process personal data entrusted to it within the scope of the contractual relationship's purpose. The CLIENT ensures that all necessary measures, particularly those required under data protection laws and the General Data Protection Regulation (GDPR), such as consent declarations from the data subjects, have been taken. The data protection declaration provided in the appendix, according to Articles 13 and 14 of the GDPR, dated the same as this agreement, applies to personal data of the CLIENT processed by 'AK'.

## 10 Acceptance

### (1) Acceptance Procedure

If services are to be accepted by the CLIENT, the CLIENT must carry out acceptance within 14 calendar days after receiving the written acceptance request from 'AK'. The CLIENT may only refuse acceptance due to significant defects that impair the functionality of the services.

### (2) Failure to Accept

If the CLIENT fails to comply with a valid acceptance request from 'AK' within the specified period, the services are considered accepted after this deadline. For process implementation or documentation, these are generally considered accepted once the CLIENT begins using them. Minor defects that do not significantly impair the use of the services do not entitle the CLIENT to reject acceptance.

### (3) Implicit Acceptance

If the CLIENT puts the services into use, they are considered accepted even in the absence of a written acceptance request from 'AK'.

### (4) Partial Acceptance

Partial deliveries are generally possible and will be accepted individually.

## 11 Warranty

### (1) Rectification of Defects

The CLIENT is entitled to adequate rectification of notified defects by 'AK'. 'AK' reserves the right to refuse improvement of the service if it is impossible or involves disproportionately high costs. In such cases, the CLIENT retains statutory rights to rescind or reduce payment. If improvement fails repeatedly, the CLIENT may demand a reduction in compensation or termination of the contract. If the contract is concluded by a merchant within the scope of a business transaction, a legal entity under public law, or a special public asset, the CLIENT can only demand termination of the contract if the service provided is of no interest to them due to the final failure of rectification. There is no entitlement for the CLIENT to claim reimbursement for costs incurred to establish the proper service.

### (2) Notification of Defects

The CLIENT must promptly notify 'AK' of any defects in writing. The warranty claim expires three months after acceptance of the services by the CLIENT or, if acceptance does not take place, one month after completion of the contested work by 'AK'. The right to recourse against 'AK' according to § 933b Abs 1 ABGB expires one year after delivery/performance. The CLIENT is not entitled to withhold payments due to complaints. The presumption rule of § 924 ABGB is excluded.

### (3) Warranty Period for Processes

For process creation, implementation, or documentation, the warranty period begins once the process or its documentation is used by the CLIENT (or their employees) or presented to third parties (such as authorities or external auditors).

### (4) Reporting Defects

The CLIENT must report defects in a comprehensible manner, providing necessary information for identifying the defects. The CLIENT must assist 'AK' in rectifying defects as necessary and provide necessary resources to facilitate defect rectification.

### (5) Exclusion of Warranty

The warranty ceases to apply to processes or parts thereof that the CLIENT modifies or interferes with, unless the CLIENT demonstrates in connection with the defect report that the interference was not causative for the defect and was necessary to prevent significant damage to the CLIENT.

### (6) Legal Review

It is the CLIENT's responsibility to verify the legality of the service, particularly regarding competition law, trademark law, copyright law, and administrative law. 'AK' is only obligated to conduct a cursory review of legal permissibility. 'AK' is not liable for the legal permissibility of content in cases of slight negligence or after fulfilling any warning obligation to the CLIENT, if the content was specified or approved by the CLIENT.

### (7) Correction of Errors

Obvious errors such as typos and formal defects in professional statements (reports, process documentation, etc.) by 'AK' can be corrected at any time, even when presented to third parties. Errors that could cast doubt on the results in professional statements by 'AK' entitle 'AK' to withdraw these statements from third parties. In such cases, 'AK' will notify the CLIENT beforehand.

## 12 Liability

### (1) Negligence and Limitation

In cases of negligent breach of essential contractual obligations, liability of 'AK' is limited to the contract value relating to the breach. 'AK' is not liable for slight or gross negligence. The presumption of fault (§ 1298 ABGB) is excluded. This applies mutatis mutandis to damages caused by third parties engaged by 'AK'. 'AK's duty to inform and investigate is limited to circumstances crucial for its performance.

### (2) Exclusion of Indirect and Consequential Damages

'AK' is not liable for indirect, consequential, or purely financial losses, such as production downtime, reduced production, standby costs, or lost profits, nor for damages resulting from claims by third parties. 'AK' is only liable for direct damages caused by its own fault, up to the amount of the contract value underlying each individual order. This limitation of liability does not apply if 'AK' is insured against the relevant damage, within the insurance coverage and conditionally upon insurance payment. The CLIENT must prove that the damage is attributable to fault on the part of 'AK'.



### (3) Notification and Claims

Any potential damage must be reported to 'AK' within 6 months of awareness, failing which compensation claims expire.

### (4) Indemnification

'AK' will indemnify the CLIENT from all claims and costs up to the contract value that are lawfully asserted due to infringement of industrial property rights by third parties. The indemnification requires immediate notification to 'AK' and granting 'AK' full discretion in defense against the claim. If indemnification is requested, the CLIENT is obliged to cooperate in defense of the claim. Costs incurred by the CLIENT in this regard will be reimbursed by 'AK' up to the contract value. Each PARTNER bears the costs for the time expended by its own personnel.

### (5) Delay Damages

If 'AK' fails to meet agreed contract deadlines and thereby culpably delays services covered by the respective contract, the CLIENT may demand liquidated damages of 0.5% for each completed week of delay, up to a total of 5% of the compensation for the delayed services. Beyond this, no further claims for damages by the CLIENT exist.

### (6) Limitations of Liability

'AK' is specifically not liable: a) for business risks, e.g., arising from decisions made or omitted by the CLIENT (faulty assessment of market conditions, misjudgment of business expediency, etc.), b) for breach or non-compliance with foreign law.

## 13 Electronic Invoicing

'AK' is authorized to transmit invoices to the CLIENT in electronic format. The CLIENT expressly agrees to receive invoices from 'AK' in electronic form.

This provision ensures efficient and modern invoicing practices, streamlining the process for both parties.

## 14 Validity, Duration, Termination

### (1) Duration

The underlying contract terminates upon completion of the mutually provided services covered by the contract.

### (2) Termination for Cause

Both PARTNERS reserve the right to terminate the contract immediately for cause, particularly: in the event of a material breach of contractual obligations by one PARTNER upon the commencement of insolvency proceedings against a PARTNER resulting in default if legitimate concerns arise regarding the solvency of a PARTNER against whom no insolvency proceedings have been initiated, and who fails, upon request from 'AK', to make advance payments or provide adequate security for 'AK's performance. A termination notice sent by registered mail is deemed delivered even if a delivery attempt fails and a delivery notification is left for the recipient.

If the CLIENT delays in accepting the services offered by 'AK' or fails to provide the necessary cooperation, 'AK' reserves the right to terminate the contract immediately. 'AK' retains the right

to claim compensation for any additional expenses incurred and damages caused by the CLIENT's delay or lack of cooperation, even if 'AK' chooses not to exercise its right to terminate.

### (3) Continuation of Specific Provisions

Provisions extending beyond the term of the contract remain effective following termination of the respective contract.

## 15 Written Form

### (1) Amendments and Supplements

Amendments and supplements to a respective contract and its attachments, including this written form clause, require written form to be effective.

### (2) Side Agreements

Contracts concluded in writing conclusively contain the agreements between the PARTNERS. Deviating oral side agreements between the PARTNERS do not exist.

## 16 Choice of Law, Jurisdiction, Place of Performance, Language

### (1) Choice of Law

Austrian law exclusively applies to these General Terms and Conditions, contracts concluded based on them, and the resulting legal relationships between the PARTNERS. The application of the law of any third state, including its conflict of laws provisions, and the UN Convention on Contracts for the International Sale of Goods (CISG), are expressly excluded.

### (2) Jurisdiction

The PARTNERS will endeavor to settle any disputes amicably and by mutual agreement. In the event that such a resolution is not achieved, the PARTNERS agree that the court of jurisdiction shall be Melk.

### (3) Place of Performance

Unless otherwise specified in the contract, the place of performance for all contractual deliveries and services is the location of the registered office of 'AK'.

### (4) Contract Language

Translations of these terms and conditions serve as aids for comprehension only. In case of disputes or interpretation issues, the German version shall prevail. Where personal designations referring to natural persons are expressed in the masculine form in this contract, they apply equally to both genders. When applying these designations to specific natural persons, the gender-specific form shall be used accordingly.

## 17 Severability Clause

Should individual provisions of these terms and conditions be or become wholly or partially invalid or unenforceable, or should these terms and conditions contain gaps, this shall not affect the validity of the remaining provisions.

Instead of the invalid or unenforceable provisions, the valid provision shall apply that comes closest to achieving the intended economic purpose of the invalid or unenforceable provision. In the case of gaps, the provision shall apply that corresponds to what would have been agreed upon in consideration of the purpose of these terms and conditions, had the PARTNERS considered the matter from the outset.