

## Standard Terms of Business for Management Consulting

### 1. General Basis of Collaboration / Scope

(1) All legal transactions between the Principal and Herz und Heller Innovationsberatung e.U. shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable.

(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.

(3) Any conflicting General Terms and Conditions on the part of the Principal shall be invalid unless they have been explicitly accepted in writing by Herz und Heller Innovationsberatung e.U.

(4) If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded 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

(1) The scope of each particular consulting assignment shall be individually agreed by contract.

(2) Herz und Heller Innovationsberatung e.U. shall be entitled to subcontract, in whole or in part, the services for which the Agent is responsible to third parties. Payment of said third parties shall be effected exclusively by the Herz und Heller Innovationsberatung e.U. No contractual relationship of any kind shall exist between the Principal and said third party.

(3) During the validity of this Contract and for a period of three years after termination thereof, the Principal shall agree not to enter into any kind of business transactions with persons or organisations Herz und Heller Innovationsberatung e.U. employs to perform its contractual duties. In particular, the Principal shall not employ said persons or organisations to render consulting services the same or similar to those offered by Herz und Heller Innovationsberatung e.U.

### 3. Principal's Obligation to Provide Information / Declaration of Completeness

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

(2) The Principal shall also inform Herz und Heller Innovationsberatung e.U. in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.

(3) The Principal shall, in a timely manner and without special request on the part of Herz und Heller Innovationsberatung e.U., provide Herz und Heller Innovationsberatung e.U. with all documents necessary to fulfil and perform the consulting assignment and shall inform Herz und Heller Innovationsberatung e.U. 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.

(4) The Principal shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of Herz und Heller Innovationsberatung e.U.'s consulting activities prior to the commencement of the assignment.

### 4. Maintenance of Independence

(1) The contracting parties shall be committed to mutual loyalty.

(2) The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for Herz und Heller Innovationsberatung e.U. and/or of any third parties employed by Herz und Heller Innovationsberatung e.U. is not jeopardized. This applies particularly to any employment offers made by the Principal or the acceptance of assignments on their own account.

### 5. Reporting / Obligation to report

(1) Herz und Heller Innovationsberatung e.U. shall be obligated to report to the Principal on the progress of services performed by persons working for Herz und Heller Innovationsberatung e.U. and/or any third parties employed by Herz und Heller Innovationsberatung e.U.

(2) The final report shall be delivered to the Client in a reasonable time following completion of the assignment, at least, however, in the course of the quarter following completion.

(3) Herz und Heller Innovationsberatung e.U. shall not be bound by directives while performing the agreed service and shall be free to act at Herz und Heller Innovationsberatung e.U.'s discretion and under its own responsibility. Herz und Heller Innovationsberatung e.U. shall not be required to work in a particular place or to keep particular working hours.

(4) The client hereby agrees to recurrently receive general professional information by electronic means. This is particularly not an unsolicited communication with regard to § 107 TKG.

## **6. Protection of Intellectual Property**

(1) Herz und Heller Innovationsberatung e.U. shall retain all copyrights to any work done by Herz und Heller Innovationsberatung e.U. and/or by persons working for Herz und Heller Innovationsberatung e.U. and/or by third parties employed by Herz und Heller Innovationsberatung e.U. (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 Principal may use these materials exclusively for the purposes described under the Contract. Therefore, the Principal shall not be entitled to copy or distribute these materials without the explicit consent of Herz und Heller Innovationsberatung e.U. Even if consent to such communication is given, Herz und Heller Innovationsberatung e.U. shall not be liable to third parties, and such liability is expressly excluded, as shall be notified to the third party by the Principal before such communication.

(2) Any violation of this provision by the Principal shall entitle Herz und Heller Innovationsberatung e.U. to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

## **7. Warranties**

(1) Herz und Heller Innovationsberatung e.U. shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Agent's work which have become known subsequently. The Agent shall immediately inform the Principal thereof.

(2) This right of the Principal expires six months after completion of the respective service.

## **8. Liability / Damages**

(1) Herz und Heller Innovationsberatung e.U. shall be liable to the Principal for damages – with the exception of personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by Herz und Heller Innovationsberatung e.U.

(2) Any claim for damages on the part of the Principal may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.

(3) The Principal shall furnish evidence of Herz und Heller Innovationsberatung e.U.'s fault.

(4) If Herz und Heller Innovationsberatung e.U. 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 Principal. In this case, the Principal shall primarily refer to the third party.

## **9. Confidentiality / Data Protection**

(1) Herz und Heller Innovationsberatung e.U. shall be obligated to maintain complete confidentiality concerning all business matters made known to Herz und Heller Innovationsberatung e.U. 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 Principal.

(2) Furthermore, Herz und Heller Innovationsberatung e.U. 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 Principal's clients.

(3) The obligation to maintain confidentiality imposed on Herz und Heller Innovationsberatung e.U., its employees and colleagues consulted shall also apply to the time after termination of the assignment – with the exception of any duty to give evidence.

(4) Herz und Heller Innovationsberatung e.U. shall be entitled to use any personal data entrusted to Herz und Heller Innovationsberatung e.U. for the purposes of the services performed. Herz und Heller Innovationsberatung e.U. shall guarantee the Principal that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declarations of consent are obtained from the persons involved.

#### **10. Remuneration**

(1) After completion of the services agreed upon, Herz und Heller Innovationsberatung e.U. shall receive remuneration agreed upon in advance between Herz und Heller Innovationsberatung e.U. and the Principal. Herz und Heller Innovationsberatung e.U. shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by Herz und Heller Innovationsberatung e.U..

(2) Herz und Heller Innovationsberatung e.U. shall render accounts which entitle to deduct input tax and contain all elements required by law.

(3) Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to Herz und Heller Innovationsberatung e.U. by the Principal separately, upon submission of the appropriate receipts.

(4) In the event that the work agreed upon is not completed due to reasons on the part of the Principal, or due to a premature termination of contract by Herz und Heller Innovationsberatung e.U. for cause, Herz und Heller Innovationsberatung e.U. 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 Principal shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred.

(5) In the event that intermediate invoices are not paid, Herz und Heller Innovationsberatung e.U. shall be released from its commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

#### **11. Electronic Invoicing**

(1) Herz und Heller Innovationsberatung e.U. shall be entitled to transmit invoices electronically. The Principal agrees explicitly to accept invoices transmitted electronically by Herz und Heller Innovationsberatung e.U.

#### **12. Duration of the Agreement**

(1) This Contract terminates with the completion of the project.

(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:

- one party breaches major provisions of the Contract
- one party is in delay with the payments after the beginning of insolvency proceedings.
- legitimate concerns exist regarding the Principal's credit standing, even though insolvency proceedings have not been opened, the Principal fails to make an advance payment or to furnish suitable security at Herz und Heller Innovationsberatung e.U.'s request and Herz und Heller Innovationsberatung e.U. didn't know about the Principal's bad financial situation when the contract was concluded.

#### **13. Final Provisions**

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

(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 in written form.

(3) Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law. Place of fulfilment is Vienna. Jurisdiction in all disputes is the court in Vienna.