

# General Terms & Conditions

## **1. General Principles and Scope**

- 1.1. These General Terms and Conditions shall apply exclusively to all legal transactions between the Client and Hellfeld e.U. – hereinafter referred to as "Hellfeld". The version valid at the time the contract is concluded shall be authoritative in each case.
- 1.2. These General Terms and Conditions shall also apply to all future contractual relationships, even if no express reference is made to them in supplementary contracts.
- 1.3. Conflicting General Terms and Conditions of the Client shall be invalid unless they are expressly recognized in writing by Hellfeld.
- 1.4. In the event that individual provisions of these General Terms and Conditions are or should become ineffective, this shall not affect the effectiveness of the remaining provisions and the contracts concluded on the basis thereof. The ineffective provision shall be replaced by an effective provision that comes closest to its meaning and economic purpose.

## **2. Scope of the Consulting Assignment and Subcontracting**

- 2.1. The scope of a specific consulting assignment shall be contractually agreed upon in each individual case.
- 2.2. Hellfeld is entitled to have the tasks incumbent upon it performed in whole or in part by third parties (subcontracting). Payment of the third party shall be made exclusively by Hellfeld itself. No direct contractual relationship of any kind shall arise between the third party and the Client.

## **3. Client's Duty to Inform and Completeness of Relevant Information**

- 3.1. The Client shall ensure that the organizational conditions at their place of business allow for work to be as undisturbed and efficient as possible during the fulfilment of the consulting assignment.
- 3.2. The Client shall also inform Hellfeld about relevant previously conducted and/or ongoing consultations, even if these consultations concern other specialized fields.
- 3.3. The Client shall ensure that Hellfeld is provided with all documents necessary for the fulfilment and execution of the consulting assignment in a timely manner, even without a special request, and that Hellfeld is informed of all processes and circumstances that are of significance for the execution of the consulting assignment. This also applies to all documents, processes, and circumstances that only become known during Hellfeld's activity.
- 3.4. The Client shall ensure that their employees and the legally required and, if applicable, established employee representation (works council) are informed prior to the start of Hellfeld's activity.

#### **4. Ensuring Independence**

- 4.1. The Client and Hellfeld commit to mutual loyalty.
- 4.2. The contracting parties mutually commit to taking all precautions to prevent any threat to the independence of Hellfeld and its employees, or third parties commissioned by Hellfeld. This applies in particular to offers by the Client for employment or the acceptance of assignments on the Client's own account.

#### **5. Reporting by Hellfeld to the Client**

- 5.1. Hellfeld commits to reporting to the Client on its work, that of its employees, and, if applicable, the work of third parties commissioned by it, in accordance with the progress of the work.
- 5.2. Insofar as a final report is agreed upon, the Client shall receive it within a reasonable period, i.e., two to four weeks after completion of the assignment, depending on the nature and scope of the consulting assignment.

5.3. Hellfeld is free from instructions regarding content and methodology in the production of the agreed work, acts at its own discretion, and under its own responsibility. Hellfeld is not bound to any specific place of work or specific working hours.

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

6.1. The copyrights to the works created by Hellfeld, its employees, and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with Hellfeld. They may be used by the Client during and after the termination of the contractual relationship exclusively for the purposes covered by the contract. The Client is therefore not entitled to reproduce and/or distribute the work(s) without the express consent of Hellfeld. In no event shall Hellfeld be liable to third parties – particularly regarding the accuracy of the work – as a result of unauthorized reproduction/distribution of the work.

6.2. Any violation of these provisions by the Client entitles Hellfeld to terminate the contractual relationship prematurely with immediate effect and to assert other legal claims, in particular for injunctive relief and/or damages.

## **7. Warranty for Correction of Inaccuracies and Defects**

7.1. Regardless of fault, Hellfeld is entitled and obligated to remedy any inaccuracies and defects in its performance that become known within the scope of the statutory warranty. Hellfeld shall inform the Client thereof without delay.

7.2. This claim of the Client expires six months after the respective service has been rendered.

## **8. Liability and Damages**

- 8.1. Hellfeld shall only be liable to the Client for damages – with the exception of personal injury – in the event of gross negligence (intent or gross negligence). This applies analogously to damages caused by third parties engaged by Hellfeld.
- 8.2. Claims for damages by the Client may only be asserted in court within six months of becoming aware of the damage and the damaging party, but no later than three years after the event giving rise to the claim.
- 8.3. The Client must provide proof in each case that the damage is attributable to the fault of Hellfeld.
- 8.4. If Hellfeld performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, Hellfeld shall assign these claims to the Client. In this case, the Client shall prioritize claims against these third parties.

## **9. Confidentiality and Data Protection**

- 9.1. Hellfeld commits to absolute secrecy regarding all business matters that come to its knowledge, in particular trade and business secrets as well as any information it receives about the nature, scope of operations, and practical activities of the Client.
- 9.2. Furthermore, Hellfeld commits to maintaining silence towards third parties regarding the entire content of the work as well as all information and circumstances received in connection with the creation of the work. This also applies in particular to the data of the Client's clients, customers, and/or employees.
- 9.3. Hellfeld is released from the duty of confidentiality towards any assistants and representatives it utilizes. However, it must fully transfer the duty of confidentiality to these assistants and representatives. Hellfeld is liable for their violation of the confidentiality obligation as for its own violation.
- 9.4. The duty of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of legally mandated disclosure obligations.
- 9.5. Hellfeld is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Client guarantees Hellfeld that all

necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent from the data subjects.

## **10. Fees**

10.1. Upon completion of the agreed work, Hellfeld shall receive the fee agreed between the Client and Hellfeld. Hellfeld is entitled to issue interim invoices in accordance with the progress of the work and to demand advance payments corresponding to the respective progress. The fee is due upon invoicing by Hellfeld.

10.2. Hellfeld shall issue an invoice entitled to input tax deduction containing all legally required features.

10.3. Any cash outlays, expenses, travel costs, etc., are to be additionally reimbursed by the Client upon invoicing by Hellfeld.

10.4. If the execution of the agreed work does not take place for reasons on the part of the Client or due to a justified premature termination of the contractual relationship by Hellfeld, Hellfeld retains the claim to payment of the entire agreed fee, less saved expenses. In the case of an agreement on an hourly fee, the fee shall be paid for the number of hours that would have been expected for the entire agreed work, less saved expenses. The saved expenses are agreed as a lump sum of 30 percent of the fee for those services that Hellfeld has not yet rendered by the day the contractual relationship is terminated.

10.5. In the event of non-payment of interim invoices, Hellfeld is released from its obligation to provide further services. This shall not, however, affect the assertion of further claims resulting from non-payment.

## **11. Electronic Invoicing**

11.1. Hellfeld is entitled to transmit invoices to the Client in electronic form. The Client expressly agrees to the sending of invoices in electronic form by Hellfeld.

## **12. Duration of the Contract**

12.1. This contract generally ends with the completion of the project and the corresponding invoicing.

12.2. Notwithstanding this, the contract may be terminated at any time by either side for good cause without observing a notice period. Good cause shall be deemed to exist, in particular,

- if a contracting party violates essential contractual obligations, or
- if a contracting party defaults on payment after the opening of insolvency proceedings, or
- if there are justified concerns regarding the creditworthiness of a contracting party against whom no insolvency proceedings have been opened, and the party, at Hellfeld's request, neither makes advance payments nor provides suitable security prior to Hellfeld's performance, and the poor financial circumstances of the other contracting party were not known at the time the contract was concluded.

## **13. Final Provisions**

13.1. The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and commit to informing each other immediately of any changes.

13.2. Changes to the contract and these GTC must be in writing; the same applies to any waiver of this written form requirement. There are no verbal collateral agreements.

13.3. This contract is governed by substantive Austrian law, excluding the referral norms of international private law and the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance is the place of Hellfeld's professional establishment (Vienna). The court at Hellfeld's place of business (Vienna) shall have jurisdiction over disputes.

## **14. Mediation**

(1) In the event of disputes arising from this contract that cannot be settled by mutual agreement, the contracting parties agree to involve registered mediators (ZivMediatG) specializing in commercial mediation from the list of the Ministry of Justice for the out-of-court settlement of the conflict. If no agreement can be reached on the selection of

commercial mediators or on the content, legal steps shall be initiated at the earliest one month after the negotiations have failed.

(2) In the event of mediation that does not take place or is interrupted, Austrian law shall apply in any legal proceedings initiated.

(3) All necessary expenses incurred due to a prior mediation, in particular those for engaged legal advisors, may be asserted as "pre-litigation costs" in court or arbitration proceedings as agreed.