

Based on the

General Terms and Conditions for Management Consultants

From the Austrian Professional Association of Management
Consultancy, Accounting and Information Technology, version of
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<https://www.wko.at/oe/information-consulting/unternehmensberatung-buchhaltung-informationstechnologie/unternehmensberatung/allgemeine-geschaeftsbedingungen-fuer-unternehmenberater>

1. General terms and conditions / Scope

1.1 For all legal transactions between the client and the contractor (management consultant) - hereinafter referred to only as the contractor - only these General Terms and Conditions shall apply. 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, including cases where this is not expressly referred to in additional agreements.

1.3 Any conflicting general terms and conditions of the client shall be invalid unless expressly acknowledged in writing by the contractor.

1.4 If any individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions or of the contracts concluded on their basis. The invalid provision shall be replaced by a valid provision that comes as close as possible to it in meaning and economic purpose.

2. Scope of consulting assignment / Representation

2.1 The scope of a specific consulting assignment shall be agreed contractually on a case-by-case basis.

2.2 The contractor is entitled to have the tasks incumbent upon her performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the contractor herself. No direct contractual relationship of any kind shall arise between the third party and the client.

2.3 The client undertakes not to enter into any business relationship of any kind with persons or companies engaged by the contractor to fulfill her contractual obligations during the term of this contractual relationship and for a period of three years after its termination. In particular, the client shall not commission such persons or companies with consulting services that are the same as or similar to those offered by the contractor.

3. Duty of disclosure of the client / Declaration of completeness

3.1 The client shall ensure that the organizational framework conditions at the client's place of business allow work to proceed as smoothly as possible and in a way conducive to the rapid progress of the consulting process.

3.2 The client shall also inform the contractor comprehensively about any consulting services previously carried out and/or currently ongoing - including in other specialized fields.

3.3 The client shall ensure that all documents necessary for the fulfillment and execution of the consulting assignment are submitted to the contractor in a timely manner, even without specific request, and that the contractor is informed of all events and circumstances relevant to the execution of the consulting assignment. This also applies to all documents, events, and circumstances that only become known during the consultant's activity.

3.4 The client shall ensure that his or her employees and the employee representative body provided for by law and, where applicable, established (works council) are informed by the contractor before the contractor begins work.

4. Maintenance of independence

4.1 The contracting parties undertake to show mutual loyalty.

4.2 The contracting parties undertake to take all precautions suitable to prevent any threat to the independence of third parties and employees engaged by the contractor. This applies in particular to offers by the client of employment or the assumption of assignments on one's own account.

5. Reporting / Obligation to report

5.1 The contractor undertakes to report to the client on her work, the work of her employees, and, where applicable, that of commissioned third parties in accordance with the progress of the work.

5.2 The client shall receive the final report 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 In performing the agreed work, the contractor shall be free from instructions, act at her own discretion, and bear her own responsibility. She shall not be bound to any specific place of work or any specific working hours.

5.4 Exception for horse-assisted development formats: Deviating from points 5.1 and 5.2, the contractor is not obliged to provide the client with interim or final reports on the content, process, or results of the sessions carried out in horse-assisted leadership development formats. Instead of a report, the direct participant receives a personal transfer document. Its contents are confidential and shall not be disclosed to third parties - in particular not to HR departments, superiors, or the commissioning company - without the participant's express written consent. This confidentiality is an essential prerequisite for the effectiveness of the format and part of the contractual agreement.

6. Protection of intellectual property

6.1 Copyright in works created by the contractor, her employees, and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the contractor. During and after termination of the contractual relationship, these may be used by the client exclusively for purposes covered by the contract. The client is therefore not entitled to reproduce and/or distribute the work(s) without the contractor's express consent. Under no circumstances shall unauthorized reproduction/distribution of the work give rise to liability on the part of the contractor - in particular with regard to the correctness of the work - toward third parties.

6.2 Any breach of these provisions by the client entitles the contractor to immediate early termination of the contractual relationship and to assert other legal claims, in particular claims for injunctive relief and/or damages.

7. Warranty

7.1 Irrespective of fault, the contractor is entitled and obliged to remedy any inaccuracies and defects that become known within the scope of the statutory warranty for her performance. She shall inform the client of this immediately.

7.2 This claim of the client expires six months after the relevant service has been rendered.

8. Liability / Damages

8.1 The contractor shall be liable to the client for damages - except for personal injury - only in cases of gross fault (intent or gross negligence). This shall apply correspondingly to damages caused by third parties engaged by the contractor.

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 within three years after the event giving rise to the claim.

8.3 The client shall in each case bear the burden of proving that the damage is attributable to fault on the part of the contractor.

8.4 If the contractor performs the work with the assistance of third parties and warranty and/or liability claims arise in this connection against those third parties, the contractor assigns those claims to the client. In such a case, the client shall primarily pursue those third parties.

9. Confidentiality / Data protection

9.1 The contractor undertakes to maintain strict confidentiality regarding all business matters that come to her knowledge, in particular business and trade secrets as well as any information received concerning the nature, scope of operations, and practical activities of the client.

9.2 Furthermore, the contractor undertakes to maintain confidentiality toward third parties regarding the entire content of the work as well as all information and circumstances that came to her in connection with the preparation of the work, including in particular the data of the client's clients.

9.3 The contractor is released from the duty of confidentiality toward any assistants and substitutes she uses. However, she must fully bind them to confidentiality and is liable for their breach of confidentiality as for her own breach.

9.4 The duty of confidentiality continues without limitation beyond the end of this contractual relationship. Exceptions apply in the event of legally required obligations to testify.

9.5 The contractor is entitled to process personal data entrusted to her within the scope of the purpose of the contractual relationship. The client warrants that all necessary measures, in particular those required under data protection law, such as consent declarations of the persons concerned, have been taken.

10. Remuneration

10.1 Upon completion of the agreed work, the contractor shall receive a remuneration in accordance with the agreement between the client and the contractor. The contractor is entitled to issue interim invoices in line with the progress of the work and to request advances corresponding to the respective progress. The remuneration becomes due upon issuance of the invoice by the contractor.

10.2 The contractor shall issue an invoice containing all legally required details.

10.3 Any cash expenses, disbursements, travel costs, etc. shall be reimbursed additionally by the client upon presentation of the contractor's invoice.

10.4 If performance of the agreed work is omitted for reasons attributable to the client, or due to the contractor's justified early termination of the contractual relationship, the contractor shall retain the right to payment of the full agreed fee less saved expenses. If an hourly fee has been agreed, the fee shall be payable for the number of hours that would have been expected for the entire agreed work, less saved expenses. The saved expenses are contractually agreed as a lump sum of 30 percent of the fee for those services not yet rendered by the contractor up to the date of termination of the contractual relationship.

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

10.6 For time-bound individual formats (in particular Executive Impulse Day, Executive Development Program) as well as group formats, the following cancellation schedule shall apply, calculated on the agreed total fee, deviating from point 10.4. The decisive moment is the receipt of the written cancellation notice (email sufficient) by the contractor.

Cancellation more than 14 days before the date: free of charge (0% cancellation fee).

- Cancellation 7 to 14 days before the date: 30% of the total fee.
- Cancellation 3 to 6 days before the date: 50% of the total fee.
- Cancellation 48 to 72 hours before the date: 70% of the total fee.
- Cancellation less than 48 hours before the date or no-show: 100% of the total fee.

A one-time free rescheduling is possible if the request is made in writing at least 14 days before the original date and an alternative date can be agreed within 90 days. For rescheduling requests made less than 14 days in advance, the above cancellation fees shall apply accordingly unless an alternative date can be agreed within 30 days. There is no entitlement to a specific alternative date.

11. Electronic invoicing

11.1 The contractor is entitled to transmit invoices to the client in electronic form as well. The client expressly agrees to receive invoices in electronic form from the contractor.

12. Duration of the contract

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

12.2 Notwithstanding this, the contract may be terminated at any time for important reasons by either party without observing a notice period. Important reasons include in particular:

- if one contractual party breaches essential contractual obligations, or
- if one contractual party falls into arrears after insolvency proceedings have been opened, or
- if justified concerns exist regarding the creditworthiness of a contractual party against whom no insolvency proceedings have been opened, and that party neither makes advance payments upon the contractor's request nor provides suitable security before the contractor performs, and the other party's poor financial circumstances were not known at the time of contract conclusion.

13. Final provisions

13.1 The contracting parties confirm that they have made all statements in the contract carefully and truthfully and undertake to notify each other immediately of any changes.

13.2 Amendments to the contract and to these General Terms and Conditions must be made in writing; this also applies to any departure from this formal requirement. There are no oral ancillary agreements.

13.3 This contract shall be governed by substantive Austrian law to the exclusion of the conflict-of-law rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The place of performance shall be

the place of business of the contractor. The court at the contractor's place of business shall have jurisdiction over disputes.

14. Mediation clause

14.1 In the event of disputes arising from this contract that cannot be settled amicably, the contracting parties agree to involve registered mediators (ZivMediatG) specializing in business mediation from the list of the Ministry of Justice for the out-of-court settlement of the conflict. If no agreement can be reached regarding the selection of the business mediators or on the substance, legal proceedings shall be initiated no earlier than one month after negotiations have failed.

14.2 In the event that mediation does not take place or is terminated, Austrian law shall apply in any ensuing court proceedings.

All necessary expenses incurred due to a prior mediation, in particular those for legal advisers engaged, may be claimed by agreement in court or arbitration proceedings as "pre-litigation costs".

15. Severability clause

If individual provisions of the General Terms and Conditions are invalid or become invalid, they shall be replaced by provisions based on these General Terms and Conditions and statutory provisions that come as close as possible to them in economic terms and intent. The validity of the remaining provisions shall remain unaffected.

Neulengbach, 24 April 2026