

Terms of Service IDEAZ e.U.

valid from September 2020

1. General principles / scope

1.1 These general terms and conditions (GTC) apply exclusively to all legal transactions between the client and the contractor (management consultant). The version valid at the time of the conclusion of the contract is decisive.

1.2 These terms and conditions also apply to all future contractual relationships, even if this is not expressly indicated in additional contracts.

1.3 Conflicting terms and conditions of the client are invalid unless they are expressly recognized in writing by the contractor (management consultant).

1.4 In the event that individual provisions of these Terms and Conditions are and / or become ineffective, this does not affect the effectiveness of the remaining provisions and the contracts concluded on the basis of them. The ineffective one is to be replaced by an effective provision that comes closest to its meaning and economic purpose.

2. Scope of the advisory assignment / representation

2.1 The scope of a specific consulting assignment is contractually agreed in each individual case.

2.2 The contractor (management consultant) is entitled to have the tasks incumbent on him performed in whole or in part by third parties. The third party is paid exclusively by the contractor (management consultant) himself. There is no direct contractual relationship of any kind between the third party and the client.

2.3 The client undertakes not to enter into any kind of business relationship with persons or companies that the contractor (management consultant) uses to fulfil his contractual obligations during and up to three years after the termination of this contractual relationship. In particular, the client will not commission these persons and companies with such or similar consultancy services that the contractor (management consultant) also offers.

3. Client's duty to inform / declaration of completeness

3.1 The client ensures that the organizational framework conditions when the consulting assignment is fulfilled at his place of business allow work that is as undisturbed as possible and conducive to the rapid progress of the consulting process.

3.2 The client will also inform the contractor (management consultant) comprehensively about previous and / or ongoing consultations - also in other specialist areas.

3.3 The client ensures that the contractor (management consultant) is provided with all the documents necessary for the fulfillment and execution of the consulting assignment in a timely manner and that he is made aware of all processes and circumstances that are important for the execution of the consulting assignment. This also applies to all documents,

processes and circumstances that only become known during the activity of the consultant.

3.4 The client ensures that his employees and the legally stipulated and possibly set up employee representatives (works council) are informed by the contractor (management consultant) before they start working.

4. Securing independence

4.1 The contracting parties commit themselves to mutual loyalty.

4.2 The contracting parties mutually undertake to take all precautions that are suitable to prevent the endangerment of the independence of the third parties and employees of the contractor (management consultant). This applies in particular to offers made by the client for employment or the acceptance of orders on his own account.

5. Reporting / obligation to report

5.1 The contractor (management consultant) undertakes to report to the client on the work progress of his work, that of his employees and, if necessary, of the third party commissioned.

5.2 The client will receive the final report in a reasonable time, i.e. two to four weeks after completion of the assignment, depending on the type of consulting assignment.

5.3 The contractor (management consultant) is not bound by any instructions in the production of the agreed work, acts at his own discretion and on his own responsibility. He is not tied to any specific place of work or specific working hours.

6. Protection of intellectual property

6.1 The copyrights to the works created by the contractor (management consultant) and his employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the contractor (management consultant). They may only be used by the client during and after the termination of the contractual relationship for purposes covered by the contract. In this respect, the client is not entitled to reproduce and / or distribute the work (s) without the express consent of the contractor (management consultant). Under no circumstances will the contractor (management consultant) be liable to third parties through unauthorized duplication / distribution of the work - in particular for the correctness of the work.

6.2 The client's violation of these provisions entitles the contractor (management consultant) to terminate the contractual relationship prematurely immediately and to assert other legal claims, in particular for omission and / or compensation.

7. Warranty

7.1 The contractor (management consultant) is entitled and obliged, regardless of fault, to correct any inaccuracies and deficiencies in its performance that it becomes aware of. He will inform the client of this immediately.

7.2 This entitlement of the client expires six months after the respective service has been provided.

8. Liability / Compensation

8.1 The contractor (management consultant) is liable to the client for damage - with the exception of personal injury - only in the event of gross negligence (intent or gross negligence). This also applies analogously to damage caused by third parties called in by the contractor.

8.2 Claims for damages by the client can only be asserted in court within six months of becoming aware of the damage and the party causing the damage, but no later than three years after the event giving rise to the claim.

8.3 The client must provide evidence that the damage was caused by the contractor.

8.4 If the contractor (business consultant) performs the work with the help of third parties and warranty and / or liability claims arise in this context against these third parties, the contractor (business consultant) assigns these claims to the client. In this case, the client will give priority to these third parties.

9. Confidentiality / data protection

9.1 The contractor (management consultant) undertakes to absolute secrecy about all business matters of which he is aware, in particular business and trade secrets as well as any information he receives about the type, scope and practical activities of the client.

9.2 Furthermore, the contractor (management consultant) undertakes to maintain confidentiality from third parties about the entire content of the work as well as all information and circumstances that have come to him in connection with the creation of the work, in particular about the data of clients of the customer.

9.3 The contractor (management consultant) is released from the duty of confidentiality towards any assistants and deputies he uses. However, he has to transfer the confidentiality obligation completely and is liable for their breach of the confidentiality obligation as for his own breach.

9.4 The obligation of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of legally required information obligations.

9.5 The contractor (management consultant) is entitled to process personal data entrusted to him within the scope of the purpose of the contractual relationship. The client guarantees the contractor that all necessary measures, in particular those within the meaning of the Data Protection Act, such as declarations of consent by the persons concerned, have been taken.

10. Fee

10.1 After completion of the agreed work, the contractor (management consultant) receives a fee in accordance with the agreement between the client and the contractor (management consultant). The contractor (business consultant) is entitled to submit interim accounts in accordance with the progress of work and to request advance payments

corresponding to the respective progress. The fee is due upon invoicing by the contractor.

10.2 The contractor (management consultant) will issue an invoice entitling to input tax deduction with all legally required features.

10.3 Any cash out-of-pocket expenses, expenses, travel expenses, etc. are to be reimbursed by the client against an invoice from the contractor (management consultant).

10.4 If the agreed work is not carried out for reasons on the part of the client or due to a justified premature termination of the contractual relationship by the contractor (management consultant), the contractor (management consultant) retains the right to payment of the entire agreed fee minus saved expenses. In the event of an hourly fee being agreed, the fee is to be paid for the number of hours that can be expected for the entire agreed work, minus the saved expenses. The saved expenses are agreed at a flat rate of 30 percent of the fee for those services that the contractor has not yet performed by the date of the termination of the contractual relationship.

10.5 In the event of non-payment of interim accounts, the contractor (management consultant) is released from his obligation to provide further services. The assertion of further claims resulting from the non-payment is not affected by this.

11. Electronic billing

11.1 The contractor (management consultant) is entitled to send the client invoices in electronic form. The client expressly agrees to the sending of invoices in electronic form by the contractor (management consultant).

12. Duration of the contract

12.1 This contract ends with the completion of the project.

12.2 Regardless of this, the contract can be terminated at any time for important reasons by either party without observing a period of notice. In particular, an important reason is

- if a contractual partner violates essential contractual obligations or
- if a contractual partner falls into arrears after opening insolvency proceedings.
- if there are justified concerns about the creditworthiness of a contractual partner for whom no insolvency proceedings have been opened and the latter neither makes advance payments at the request of the contractor nor provides suitable security prior to the performance of the contractor and the poor financial situation was not known to the other contractual partner when the contract was concluded.

13. Final provisions

13.1 The contracting parties confirm that they have given all information in the contract conscientiously and truthfully and undertake to mutually inform each other of any changes immediately.

13.2 Changes to the contract and these General Terms and Conditions must be made in writing; likewise a departure from this formal requirement. Verbal collateral agreements do not exist.

13.3 Substantive Austrian law is applicable to this contract, excluding the reference norms of international private law. The place of fulfilment is the place of the professional establishment of the contractor (management consultant). The court at the place of business of the contractor (business consultant) is responsible for disputes.

13.4 The place of jurisdiction is Linz / Austria.

13.5 In the event of disputes arising from this contract that cannot be settled by mutual agreement, the contracting parties mutually agree to use registered mediators (ZivMediatG) with a focus on economic mediation from the list of the Ministry of Justice for the out-of-court settlement of the conflict. Should no agreement be reached on the selection of the business mediators or on the content can be made at the earliest one month after the failure of the negotiations legal action initiated.

13.6 In the event that mediation does not take place or is cancelled, Austrian law applies to any legal proceedings that may be initiated.

All necessary expenses incurred as a result of previous mediation, in particular those for legal advisors, can be claimed as "pre-litigation costs" in court or arbitration proceedings.