

## General Terms and Conditions

### GENERAL BASICS

These General Terms and Conditions of Contract apply to all legal transactions between Wolfgang Ender, Consulting & Solutions and the Client, including all existing and future contractual relationships, i.e. also in cases in which this is not expressly stated in the additional contracts.

All offers from Wolfgang Ender, Consulting & Solutions to the client are subject to change. A contract is only concluded by sending an order confirmation by Wolfgang Ender, Consulting & Solutions.

### SCOPE OF THE ORDER, LOCATION AND DURATION

The scope of the specific services to be provided and the consulting expenses are determined separately in the individual case by contract.

The location and time of use of the consultants employed by Wolfgang Ender, Consulting & Solutions are coordinated with the contact person specified by Wolfgang Ender, Consulting & Solutions, taking into account the specific order and the deadline requirements of the client. In principle, Wolfgang Ender, Consulting & Solutions provides the majority of their services in the business premises of the company to be advised.

### INFORMATION OF THE RESPONSIBILITY

The client must ensure that Wolfgang Ender, Consulting & Solutions is sufficiently informed about all essential circumstances useful and/or necessary for the specific order and that Wolfgang Ender, Consulting & Solutions, all documents necessary for the fulfilment and execution of the order are submitted in a timely manner, if these are or could be relevant for the execution of the specific order. This also applies to all documents, processes, circumstances and information that only become known during the activities of Wolfgang Ender, Consulting & Solutions.

right of use

The client shall have the irrevocable, unlimited and unlimited right to use and exploit the documents prepared by Wolfgang Ender, Consulting & Solutions in the context of the performance of the order in all possible ways, in compliance with the contractual obligation of confidentiality.

The client agrees to the use or presentation of his name and trademark (the logo) in reference lists, information and communication media (online and offline) by Wolfgang Ender, Consulting & Solutions and the presentation of reference projects carried out with the client.

### UNENDSRECHT

Both the client and Wolfgang Ender, Consulting & Solutions have the right to terminate a contract between the parties in writing at any time without giving reasons with immediate effect. The rules set out in the item "REMUNERATION AT THE CONTRACT CONCLUSION" apply.

### REMUNERATION GENERAL

Daily rates / Consultants

EURO 2.500 (Euro two thousand five hundred) .

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The remuneration of the services to be provided by Wolfgang Ender, Consulting & Solutions in accordance with a contract concluded between the parties and related travel times shall be based on the above daily rates, unless otherwise agreed.

In addition, the applicable VAT and the expenses listed below must be refunded.

Expenses, cash expenses and travel time allocation

Expenses, cash expenses and travel time allocation are to be charged as follows:

a. Costs for air travel according to fare:

Flight times up to 5 hours: Economy Class

Flight times over 5 hours: Business Class

b. Costs for rail travel (first class) according to the fare

c. Mileage allowance for car journeys in the amount of € 0.5/km

d. Costs for transport and taxis on an individual document basis

e. Car rental costs on a single document basis

f. Additional catering expenses are calculated according to the tax lump sums

g. Costs for telecommunications and data transfer according to the respective tariffs

h. Accommodation costs are billed on the basis of the individual documents. If there are no individual documents, the tax lump sum applies – such costs are only incurred for activities outside Vienna

i. Other cash expenses related to the specific order on an individual document basis.

J. If a return journey on weekends and public holidays is not possible or unreasonable, costs, expenses and cash expenses must be charged according to the points i. to i. also for Saturdays, Sundays and public holidays, which lie between arrival and departure.

All expenses and expenses must be reimbursed by the client within fourteen days after written assertion by Wolfgang Ender, Consulting & Solutions and the provision of the usual proofs (invoices).

### COMPENSATION IN THE EVENT OF EARLY TERMINATION OF THE CONTRACT

In the event of premature termination of a contract concluded between the parties, Wolfgang Ender, Consulting & Solutions shall receive compensation for the services already provided in coordination with the client, regardless of the reasons for the termination. Only the consultant personal days incurred up to the end

of the contract plus VAT will be charged. and expenses. [The client has Wolfgang Ender , Consulting & Solutions, however, to reimburse the costs of a return trip of consultants from the place of employment (at the applicable daily rates plus VAT, including expenses incurred and cash expenses as agreed, even if this is only effected after effective termination of the contract.) Should a fee be agreed for an order that is not based on the above daily rates (e.B. flat-rate fee) in the event of an early termination of the relevant contract by the client (or for a reason for which he is responsible) the fee of these services provided by Wolfgang Ender , Consulting & Solutions until termination shall nevertheless be calculated on the basis of the consultant person days actually spent up to the end of the contract at the above daily rates (point "remuneration in general").

#### PAYMENT CONDITIONS

The remuneration is invoiced in monthly instalments after the consulting expenses incurred, plus the statutory value added tax.

The amounts invoiced shall be due without deduction after the expiry of ten days from receipt of the invoice. If the payment deadline of fourteen days is exceeded, interest on arrears of eight percent above the base interest rate per annum will be charged. Wolfgang Ender, Consulting & Solutions is also entitled to compensation for all costs incurred by it in connection with reminders, debt collection, enquiries and investigations as well as legal advice after the occurrence of the delay in payment ("additional costs").

The invoice amounts must be paid into the account recently announced by Wolfgang Ender, Consulting & Solutions. Payment by bill of exchange or cheque requires the express prior consent of Wolfgang Ender, Consulting & Solutions. Bills of exchange or cheques are accepted as means of payment exclusively subject to receipt of the corresponding amount plus compensation for any interest, expenses and costs incurred directly or indirectly by the client on the part of Wolfgang Ender , Consulting & Solutions.

For payments to be paid to Wolfgang Ender, Consulting & Solutions " the place of performance is the registered office of Wolfgang Ender, Consulting & Solutions. If no justified objection is raised against an invoice by Wolfgang Ender, Consulting & Solutions within four weeks, it shall in any case be deemed to have been approved.

A deferral of payment granted to the client may be amended or cancelled at any time. Discounts are only granted with an express written agreement.

The client is only entitled to set-off if and if the respective counterclaim (which is to be offset) is legally related to the corresponding liability of Wolfgang Ender, Consulting & Solutions and has been recognized by Wolfgang Ender, Consulting & Solutions or has been legally established against Wolfgang Ender, Consulting & Solutions.

If the client is in arrears with the payment of amounts due in accordance with this contract, Wolfgang Ender, Consulting & Solutions is entitled to discontinue all other services concluded between the client and Wolfgang Ender, Consulting & Solutions, after a period of fourteen days after a notice to the client in this regard, until the additional costs are paid, including the additional costs. Wolfgang Ender, Consulting & Solutions is also entitled to terminate this contract and to demand payment of all outstanding, not yet due or deferred invoice amounts from this contract or any other agreements concluded between Wolfgang Ender , Consulting & Solutions and the client in the event of a delay in payment of the client in accordance with this contract. All other claims of Wolfgang Ender, Consulting & Solutions , in particular the right to compensation remain unaffected by this.

#### WARRANTY, LIABILITY, TIME LIMITS

In addition to the services to be provided by Wolfgang Ender, Consulting & Solutions in accordance with existing contracts between the parties, Wolfgang Ender, Consulting & Solutions assumes no liability for a concrete success of the project or consulting services, in particular with regard to restructuring, cost savings and increased productivity.

Furthermore, Wolfgang Ender, Consulting & Solutions assumes no liability for the occurrence of certain results of the client that are not expressly guaranteed (and quantifiable by number) to the extent permitted by law, in particular not for savings expected but not expected by the client, as well as for lost profits, indirect damages and consequential damages.

Claims of the client for compensation for damages against Wolfgang Ender, Consulting & Solutions are only due to the client if they were intentionally or grossly negligently owed by Wolfgang Ender , Consulting & Solutions or their vicarious agents, except in the case of personal injury. The application of Section 1298 sentence 1 and sentence 2 ABGB is excluded. Any pre-suppliers of sample documents or data carriers are not considered vicarious agents of Wolfgang Ender, Consulting & Solutions.

As far as legally permissible, existing claims for damages shall be deemed to be limited in the amount of each individual claim as limited to the remuneration to be paid to Wolfgang Ender, Consulting & Solutions in accordance with the provisions of this contract. Claims for damages shall become time-barred in six months after knowledge of damage and damage, but at least one year after the provision of the service.

#### RELATED COMPANY OF THE CUSTOMER

In the event that (i) a contract is concluded between Wolfgang Ender, Consulting & Solutions and an entity affiliated with the client within the meaning of Section 228 (3) of the UGB, (ii) such a company associated with the client is a contract between Wolfgang Ender, Consulting & Solutions and the client joins, (iii) services of Wolfgang Ender, Consulting & Solutions are commissioned by such companies affiliated with the client or (iv) services of Wolfgang Ender, Consulting & Solutions are invoiced to such a company associated with the client, the client is liable for the fulfilment of all obligations of the associated company towards Wolfgang Ender, Consulting & Solutions in solidarity with Wolfgang Ender, Consulting & Solutions.

In these cases, these General Terms and Conditions of Contract and the provisions of the contract between the parties, on the basis of which the contract is commissioned by or invoicing to the affiliated company, shall apply accordingly to the company affiliated with the client. The contracting entity undertakes to ensure that the affiliate satisfies all obligations under these General Terms and Conditions and the relevant contract between the parties.

#### ADVERTISING AND COMPETITION CLAUSE

The parties undertake not to employ employees or other vicarious agents of the other party, directly or indirectly, or to offer them employment opportunities (by means of employment or other contractual relationship) ("prohibition of employment"). An indirect employment opportunity with respect to a party also exists if the employment is offered at home or abroad by an undertaking affiliated with that party within the meaning of Section 228 (3) of the UGB. The prohibition on employment also applies in particular to the performance of all obligations arising from contracts concluded between the parties and in connection with their implementation for the respective party. The employment ban expires 12 months after the regular termination of the contractually fixed services. In the event of an infringement of this scheme, the parties agree to pay a contractual penalty for each infringement in the amount of a gross annual salary (including the maximum recoverable premium) of the recruited/employed person. We reserve the right to claim further damages. The payment of the contractual penalty does not exempt from compliance with this prohibition on employment.

#### CONFIDENTIALITY, DATA PROTECTION

Each party is obliged to treat confidentially the content of all documents received from the other party and all information orally and in writing (whether of an economic, financial or technical nature and whether it has been expressly marked as confidential information) and may not be disclosed to or copies of such documents or information to third parties without the prior written consent of the other party. Excluded from this is the transfer to affiliated companies within

the meaning of Section 228 (3) UGB at home or abroad. Such documents or information may be used or reproduced by the parties solely for the purpose of providing the services in accordance with contracts concluded between the parties.

Wolfgang Ender, Consulting & Solutions further undertakes to use all knowledge and trade secrets acquired under these General Terms and Conditions or the contractual relationship between the parties (whether economic, financial or technical and marked as confidential information) only for the execution of orders placed and not to pass them on to third parties.

The above obligations do not apply to information that

- at the time of transfer, are considered to be public property (i.e. generally known) or become public property at a later date through no fault of the recipient; or
- the recipient was known before the date of disclosure by the other party, provided that this can be demonstrated by written records of the recipient; or
- have been made available to the recipient by a third party which has not received this information, directly or indirectly, from the other party.

The obligations set out in this agreement point are binding on all parties and remain valid for a period of three years even after the termination or performance of a contract concluded between the parties. In the event of a breach of the aforementioned provisions, the party who commits such a breach intentionally or grossly negligently or which a person acting intentionally or grossly negligently serves in the performance of the order shall reimburse the other party for all damages resulting therefrom.

#### CHOICE OF LAW, PLACE OF JURISDICTION

The general terms and conditions of the contract in the present and all contracts concluded between the parties shall be governed exclusively by Austrian substantive law, excluding the reference provisions of private international law. The applicability of the UN Convention on Contracts for the Sale of Goods is excluded.

All disputes arising out of the general terms and conditions in question or from contracts concluded between the parties, including the question of the conclusion, validity, termination or nullity of these General Terms and Conditions or a contract concluded between the parties, shall be subject to the exclusive jurisdiction of the Commercial Court of Wels.

Before initiating legal proceedings, both parties must seek an out-of-court settlement of the dispute by opening proceedings. If no agreement is reached, notwithstanding these negotiations, both parties shall be entitled to bring an action without an immediate action. If one of the parties fails to comply with the obligation to start out-of-court proceedings in advance, that party shall, except in the event of a risk of delay, bear the costs of the legal proceedings, in particular costs of its own representation, irrespective of the outcome of the judicial proceedings, in any event and reimburse the other party for the reasonable costs incurred (including the costs of representation in court).

#### OTHER

The provisions of these General Terms and Conditions have been negotiated in detail between the parties. Both Wolfgang Ender, Consulting & Solutions, and the client hereby confirm that they are not grossly disadvantaged by any of the provisions of these General Terms and Conditions.

These General Terms and Conditions of Contract and the contracts concluded between the parties in writing shall govern the legal relationship between Wolfgang Ender, Consulting & Solutions and the Client – unless otherwise provided for herein or in these contracts. Oral ancillary agreements of any kind to these General Terms and Conditions or to a contract concluded between the parties do not exist at the time of the agreement of these General Terms and Conditions.

Amendments to these General Terms and Conditions of Contract and to the contracts concluded between the parties must be made in writing, signed by all parties. This also applies in particular to the consensual departure from this written form requirement.

Should one or more provisions of these General Terms and Conditions or a contract concluded between the parties prove to be wholly or partially ineffective or if a loophole arises, the validity of the remaining provisions of these General Terms and Conditions or the relevant contract shall not be affected. Both parties are obliged to agree on an effective arrangement as close as possible to the intended content of this agreement in place of the invalid provision or to fill the loophole.

Unless expressly agreed otherwise, legal transactions between Wolfgang Ender, Consulting & Solutions and the client shall be governed exclusively by these general terms and conditions negotiated between the parties. General terms and conditions of Wolfgang Ender, Consulting & Solutions or the client do not apply.