

Brandscore

Schredergasse 1, 3400 Weidling, Austria

GENERAL TERMS AND CONDITIONS, published November 15. 2023

1. General Principles / Scope of Application

1.1 For all legal transactions between the client and the contractor (business consultant), hereinafter referred to only as the contractor, these General Terms and Conditions exclusively apply. The version valid at the time of contract conclusion is decisive.

1.2 These General Terms and Conditions also apply to all future contractual relationships, even if not explicitly mentioned in supplementary contracts.

1.3 Contradictory General Terms and Conditions of the client are invalid unless expressly acknowledged in writing by the contractor.

1.4 In case individual provisions of these General Terms and Conditions become or are invalid, this does not affect the validity of the remaining provisions and contracts concluded based on them. The invalid provision shall be replaced by an effective provision that most closely corresponds to its meaning and economic purpose.

2. Scope of Services / Representation

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

2.2 The contractor is authorized to have tasks assigned to them, in whole or in part, by third parties. Payment to the third party is solely the responsibility of the contractor. There is no direct contractual relationship between the third party and the client.

2.3 The client agrees not to enter into any business relationship with persons or companies employed by the contractor to fulfill contractual obligations during and up to three years after the termination of this contractual relationship. The client will not engage these individuals and companies, especially not with similar consulting services offered by the contractor.

3. Obligation to Inform / Declaration of Completeness

3.1 The client ensures that the organizational conditions at their business location allow undisturbed work conducive to the rapid progress of the consulting process.

3.2 The client will comprehensively inform the contractor about previous and/or ongoing consultations, even in other fields.

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

3.4 The client ensures that their employees and, where legally required, the established workers' representation (works council) are informed before the contractor's activity begins.

4. Safeguarding Independence

4.1 The contracting parties commit to mutual loyalty.

4.2 The contracting parties mutually undertake to take all measures to prevent endangering the independence of third parties engaged by the contractor and their employees. This applies particularly to offers from the client for employment or taking on orders on their own account.

5. Reporting / Reporting Obligation

5.1 The contractor commits to reporting on their work, that of their employees, and possibly that of contracted third parties, in accordance with the progress of the work to the client.

5.2 The final report is provided to the client within a reasonable time, i.e., two to four weeks, depending on the nature and scope of the consulting assignment, after completion of the assignment.

5.3 The contractor, in creating the agreed-upon work, is independent, acts at their discretion and in their own responsibility. They are not bound to a specific workplace or working hours.

6. Protection of Intellectual Property

6.1 The copyrights to works created by the contractor, their employees, and contracted third parties (especially offers, reports, analyses, expert opinions, organizational plans, programs, performance descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the contractor. The client is not entitled to reproduce and/or distribute the work (works) without the explicit consent of the contractor. Unauthorized reproduction/distribution of the work does not create any liability for the contractor, particularly for the accuracy of the work, towards third parties.

6.2 Violation of these provisions by the client entitles the contractor to immediate termination of the contractual relationship and the assertion of other legal claims, especially injunctive relief and/or damages.

7. Warranty

7.1 The contractor is authorized and obligated, regardless of fault, to rectify inaccuracies and defects in their performance within the framework of statutory warranty. The client will be informed of this immediately.

7.2 This claim by the client expires six months after the provision of the respective service.

8. Liability / Damages

8.1 The contractor is liable to the client for damages – excluding personal injury – only in case of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by third parties engaged by the contractor.

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

8.3 The client must prove that the damage is attributable to the fault of the contractor.

8.4 If the contractor provides the work with the assistance of third parties, and in this context, warranty and/or liability claims arise against these third parties, the contractor assigns these claims to the client. In this case, the client will primarily pursue these claims against the third parties.

9. Confidentiality / Data Protection

9.1 The contractor commits to absolute confidentiality regarding all business matters brought to their knowledge, especially business and trade secrets, and any information received about the client's nature, scope, and practical activities.

9.2 Furthermore, the contractor agrees to maintain confidentiality towards third parties regarding the entire content of the work, as well as all information and circumstances that have come to their knowledge in connection with the creation of the work, including client data.

9.3 The contractor is released from the duty of confidentiality towards any assistants and representatives they engage. However, the contractor must impose confidentiality on them and is liable for their breach of the obligation of confidentiality as for their own breach.

9.4 The duty of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in cases of legally required testimony.

9.5 The contractor is authorized to process personal data entrusted to them within the scope of the purpose of the contractual relationship. The client guarantees that all necessary measures, especially those under data protection laws, such as the consent declarations of the data subjects, have been taken.

10. Fee

10.1 Upon completion of the agreed work, the contractor receives a fee according to the agreement between the client and the contractor. The contractor is entitled to submit interim invoices and request corresponding advances in line with the progress of the work. The fee is due upon invoicing by the contractor.

10.2 The contractor will issue an invoice with all legally required features, allowing the client to claim input tax deductions.

10.3 Incurred cash expenses, expenses, travel costs, etc., are to be reimbursed additionally by the client upon invoicing by the contractor.

10.4 If the execution of the agreed work is omitted for reasons attributable to the client, or due to a justified premature termination of the contractual relationship by the contractor, the contractor retains the right to payment of the entire agreed fee minus saved expenses. In the case of an hourly fee agreement, the fee is to be paid for the number of hours expected for

the entire agreed work, minus saved expenses. The saved expenses are flatly agreed at 30 percent of the fee for the services that the contractor has not provided until the termination of the contractual relationship.

10.5 In the case of non-payment of interim invoices, the contractor is relieved of the obligation to provide further services. However, this does not affect the assertion of further claims resulting from non-payment.

11. Electronic Invoicing

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

12. Duration of the Contract

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

12.2 Nevertheless, the contract can be terminated at any time by either party for significant reasons without observing a notice period. A significant reason is particularly considered:

- When one party violates essential contractual obligations,

or

- when a party falls into arrears with payments after the initiation of insolvency proceedings,

or

- when justified concerns about the creditworthiness of a party, for which no insolvency proceedings have been initiated, exist, and this party, at the request of the contractor, neither makes advance payments nor provides adequate security before the contractor's performance, and the poor financial condition of the other party was not known at the time of contract conclusion.

13. Final Provisions

13.1 The contracting parties confirm having made all information in the contract conscientiously and truthfully and commit to promptly notify each other of any changes.

13.2 Changes to the contract and these terms and conditions require written form; deviations from this formal requirement also require written form. Oral side agreements do not exist.

13.3 This contract is subject to substantive Austrian law, excluding the referral norms of international private law and the UN Sales Convention. The place of performance is the location of the contractor's professional establishment. The court at the contractor's business location is competent for disputes.