

General Terms and Conditions of Business

1. General contractual basis/scope of validity

1.1 These general terms and conditions of business govern any legal transactions between the client and CORE smartwork GmbH exclusively. The respective version applicable at the time of concluding the agreement shall apply.

1.2 These general terms and conditions of business also apply to any future contractual relations, thus even if no special reference is made to them when any supplementary agreements are entered into.

1.3 The validity of any conflicting general terms and conditions of business of the client are excluded unless explicitly acknowledged by CORE smartwork GmbH in writing.

1.4 In the event that any individual provisions of these general terms and conditions of business are or become invalid, the latter will not affect the validity of the remaining provisions or any contracts concluded on the basis thereof. The invalid provision is to be replaced by a valid provision that comes closest to the intended meaning and economic aim of the invalid provision.

2. Scope of the consulting assignment/agency

2.1 The scope of a specific consulting assignment will be contractually agreed in the individual case.

2.2 CORE smartwork GmbH is entitled to have the tasks incumbent upon it partially or wholly carried out by a third party. The remuneration of such third party is exclusively the responsibility of CORE smartwork GmbH. No direct contractual relationship of any kind will come to be between the third party and the client.

2.3 The client agrees not to enter into a business relationship of any kind with individuals or companies that are used by CORE smartwork GmbH to fulfil its contractual obligations during the term of this contractual relationship or for up to three years after it has ended. In particular, the client may not instruct such individuals or companies with such or similar consulting services that are also offered by CORE smartwork GmbH.

3. Obligation on the part of the client to provide information/declaration of completeness

3.1 The client is to ensure that, when the consulting assignment is fulfilled at its own place of business, the general organisational framework will enable the work to be carried out in an efficient manner, allowing the consulting process to proceed with as little interruption as possible.

3.2 The client will also fully inform CORE smartwork GmbH about any previous consultancy work carried out or that is still in progress – also in other specialist fields.

3.3 The client is to ensure that CORE smartwork GmbH is presented with all the documents necessary to fulfil and perform the consulting assignment in good time, also without the necessity of a reminder, and that the latter is informed about any procedures and circumstances that are of import to perform the consulting assignment. This also applies to any documents, procedures, and circumstances which first become known in the course of CORE smartwork GmbH's commercial activity.

3.4 The client is to ensure that its employees and the statutorily stipulated body representing the employees (if any), which may have been established (Works Council), are already informed about said commercial activity of CORE smartwork GmbH prior to its commencement.

4. Securing of independence

4.1 The parties to the contract agree to be loyal to one another at all times.

4.2 The contracting parties mutually agree to take any precautions suited to prevent the independence of the third parties commissioned and any employees of CORE smartwork GmbH from being put at risk. The latter applies, in particular, to offers made by the client to provide employment or to accept assignments on its own account.

5. Reporting / reporting obligation

5.1 CORE smartwork GmbH agrees to report to the client on its commercial activity, that of its employees, and, possibly, also that of any third parties instructed, if any, in line with the progress of the work.

5.2 The client is to receive the final report within a reasonable period of time, i.e., two to four weeks after the assignment has been concluded, depending upon the type of consulting assignment.

5.3 CORE smartwork GmbH is not subject to any instructions when producing the agreed work, and will act at its own discretion and on its own responsibility. It is not bound to a particular place of work or to any particular working hours.

6. Protection of the intellectual property

6.1 The copyrights in the works created by CORE smartwork GmbH and its employees and third parties commissioned by it (in particular offers, reports, analyses, expert opinions, organisational charts, programs, specifications of services, technical sketches, calculations, drawings, data carriers, etc.) remain the property of CORE smartwork GmbH. They may be only used by the client for the purposes covered by the agreement during the term of the contractual relationship and after it has ended. To that extent, the client is not entitled to duplicate and/or disseminate the work(s) without CORE smartwork GmbH's explicit consent. No liability vis-à-vis third parties whatsoever will arise on the part of CORE smartwork GmbH – in particular, for instance, in regard to the accuracy of the work – due to the work being duplicated/disseminated without permission.

6.2 Any infringement of these provisions by the client entitles CORE smartwork GmbH to terminate the contractual relationship prematurely immediately and assert any other legal claims, in particular cease and desist claims or claims for compensation for damage.

7. Warranty

7.1 CORE smartwork GmbH, will, without regard to any fault, be entitled and obliged to eliminate any inaccuracies or defects in its services which may be established. It is to inform the client about the latter without delay.

7.2 This claim on the part of the client will lapse once six months have passed since the respective services were rendered.

8. Liability/compensation for damage

8.1 CORE smartwork GmbH is only liable to the client for any damage caused by it – except for personal injury – in the event of gross culpability (intent or gross negligence). The latter also applies analogously to any losses attributable to third parties involved by CORE smartwork GmbH.

8.2 Claims for compensation for damage on the part of the client may only be asserted within six months of becoming knowledge of the damage and the tortfeasor, however no later than within three years of the event giving rise to the claim.

8.3 The client is required to provide evidence in the respective case that the damage is attributable to culpability on the part of CORE smartwork GmbH.

8.4 In so far as CORE smartwork GmbH creates the work with the assistance of a third party and any warranty and/or liability claims vis-à-vis this third party arise in this connection, CORE smartwork GmbH will assign such claims to the client. The client will, in such a case, primarily hold such third party liable.

9. Confidentiality/Data protection

9.1 CORE smartwork GmbH agrees to unconditionally maintain confidentiality with regard to any business matters of which it has become aware, in particular business and trade secrets, as well as any information that it receives about the nature, scope of the business, and practical activity of the client.

9.2 Moreover, CORE smartwork GmbH agrees to maintain confidentiality vis-à-vis third parties concerning the entire content of the work, as well as any information and circumstances imparted to it in connection with creating the work, in particular also in regard to the data of the client's clients.

9.3 CORE smartwork GmbH is exempt from the confidentiality obligation in regard to any agents and deputies it deploys. It will, however, impose the confidentiality obligation upon the latter in full, and is liable for any infringement of the confidentiality obligation by them in the same way as for any infringement of its own.

9.4 The confidentiality obligation applies for an indefinite period of time also beyond the end of the contractual relationship. There are exceptions in the case of obligations laid down by law to make a statement in Court and vis-à-vis the authorities.

9.5 CORE smartwork GmbH is entitled to process the personal data with which it has been entrusted as long as this is in line with the purpose of the contractual relationship. The client guarantees to CORE smartwork GmbH that all the necessary steps in regard to the latter have been taken by it, in particular those laid down in the Austrian Data Privacy Act, such as declarations of consent of the affected parties.

10. Fee

10.1 Following completion of the agreed work, CORE smartwork GmbH will receive a fee in line with the agreement between the client and CORE smartwork GmbH. CORE smartwork GmbH is entitled to invoice the progress in the work accordingly by means of interim invoices and request that the respective progress be paid for accordingly by means of payments on account. The fee is always due for payment by the client upon being invoiced.

10.2 CORE smartwork GmbH will always issue an invoice including all the statutorily required features, which entitles the recipient to deduct input tax.

10.3 Any cash outlays, disbursements, travelling expenses, etc. falling due are to be reimbursed by the client separately upon being invoiced by CORE smartwork GmbH.

10.4 In the event that the stipulated work is not carried out for reasons for which the client is responsible or due to justified premature termination of the contractual relationship by CORE smartwork GmbH, CORE smartwork GmbH will retain the claim to payment of the entire fee agreed, less any expenses saved. In the event of an hourly fee being agreed, the fee is to be paid for the number of hours which the entire contractual works would be expected to take, less the expenses saved. The expenses saved are stipulated to be a flat rate of 30 per cent of the fee for those services that CORE smartwork GmbH has not yet provided by the day on which the contractual relationship ends.

10.5 In the event of non-payment of intermediary invoices, CORE smartwork GmbH will be released from its obligation to provide any further services. The assertion of any further claims arising from the non-payment is not affected thereby.

11. Electronic billing

11.1 CORE smartwork GmbH is also entitled to invoice the client in electronic form. The client declares its express consent with invoices being sent by CORE smartwork GmbH in electronic form.

12. Contractual period

12.1. This agreement essentially ends upon completion of the project.

12.2 The agreement may, nonetheless, be dissolved by either party at any time for a significant reason, without adhering to a period of notice of termination. In particular, the following are to be viewed as significant reasons:

- if a contractual partner breaches material obligations; or
- if a contractual partner falls into arrears with payment following the institution of insolvency proceedings;
- if justified concerns exist in regard to the creditworthiness of a contractual partner over whose assets no insolvency proceedings have been instituted and the latter neither makes advance payment upon request by CORE smartwork GmbH nor provides CORE smartwork GmbH with suitable collateral security, and its poor financial position was not known to the other contractual partner at the time of the agreement being concluded.

13. Final provisions

13.1 The contracting parties confirm that they have assiduously and truthfully provided all information required in the agreement, and mutually agree to immediately report any changes to the respective other party.

13.2 Any amendments to the contract and these General Terms and Conditions of Business must be in writing; this applies likewise to dispensing with the requirement for the written form. No subsidiary oral agreements have been entered into.

13.3 The contractual relationship is subject to the substantive Austrian Law, under exclusion of the relevant renvoi provisions of international private law. The place of performance is in 4942 Gurten, Austria. The Court in Ried im Innkreis, Austria, has jurisdiction over any disputes.

14. Mediation clause

(1) In the event of any disputes arising from this agreement that could not be amicably resolved, the contracting parties mutually agree to settle the conflict out of court, drawing upon registered mediators (*cf.* the Austrian Civil Mediation Act - *ZivMediatG*) from the list provided by the Ministry of Justice who have a focus on economic mediation. If no agreement can be reached in regard to the choice of economic mediators or the content of the mediation, legal steps will be initiated at the earliest one month after the negotiations have failed.

(2) In the event that no mediation materialised or mediation was discontinued, Austrian law will apply in any judicial proceedings initiated.

Any necessary expenses incurred within the scope of a previous mediation, in particular also any incurred for involving legal counsel, may, as agreed, be asserted as "expenses attributable to preliminary proceedings" in any judicial or arbitration proceedings.

In case of doubt the German version of this document prevails.