



General Terms and Conditions of K-Businesscom AG ("KBC") for IT consulting services

1 General principles / scope of application

1.1 These General Terms and Conditions shall apply exclusively to all legal transactions between the client and KBC. The version valid at the time of the conclusion of the contract shall be authoritative in each case.

1.2 Subsidiary agreements, amendments and supplements to these General Terms and Conditions, as well as all declarations in connection therewith, must be made in writing, i.e. also with an original signature or a qualified electronic signature, and shall only be effective if they have been acknowledged in writing by a representative authorised by KBC. This shall also apply to any waiver of the written form requirement. There shall be no verbal collateral agreements.

1.3 Deviations from the conditions referred to in point 1.1 shall only be effective if they have been acknowledged in writing by a representative authorised by KBC. Legal conditions and/or general terms and conditions of the client of any kind, even if they are attached to requests for quotations, orders or declarations of acceptance, for example, shall not apply and are excluded by mutual agreement, even if they are not contradicted by KBC. Contractual performance on the part of KBC shall in no case be deemed to constitute consent to contractual terms and conditions that deviate from KBC's terms and conditions.

2. Service Content

2.1 The scope of a specific consulting assignment shall be contractually agreed on a case-by-case basis or shall result from KBC's respective offer.

2.2 KBC shall be entitled to have the tasks incumbent upon it performed in whole or in part by third parties. The third party shall be paid exclusively by KBC. No direct contractual relationship whatsoever shall arise between the third party and the client.



2.3 The client undertakes not to enter into any business relationship whatsoever with persons or companies that KBC uses to fulfil its contractual obligations during or until the expiry of three years after the termination of this contractual relationship. In particular, the client shall not commission these persons and companies with such or similar advisory services that KBC also offers.

3. Customer's duty to cooperate

3.1 The Client shall ensure that the organisational framework conditions for the performance of the consulting assignment at its place of business allow the work to be carried out as undisturbed as possible and in a manner conducive to the rapid progress of the consulting process.

3.2 The client shall also inform KBC comprehensively about previously conducted and/or ongoing consultations - also in other specialist areas.

3.3 The client shall ensure that all documents required for the fulfilment and execution of the consulting order are submitted to KBC in a timely manner, even without a special request by KBC, and that KBC is informed of all processes and circumstances that are of importance for the execution of the order. This shall also apply to all documents, processes and circumstances that only become known during KBC's activities.

3.4 Notification of the client's contact persons or key persons (per location or area of responsibility) for compliance with the approval procedures, approvals and processing of the service provision, as well as prompt notification of any changes in this regard. Furthermore, the client shall ensure that the required contact persons are available to KBC, otherwise KBC may suspend services until they are available. For this purpose, the client undertakes to announce adequate contact persons and to provide them with the corresponding decision-making authority. Internally, the client shall further ensure that short or quick decision-making channels are defined and that the named contact persons are also present on site at appointments if required.

3.6. The Client shall submit approvals and resolutions on the documents and materials submitted in a timely manner. The Client is aware that failure to meet the deadlines may result in the deadlines set out in the schedule not being met.

3.7 The client shall allow KBC to access the information required for the successful



completion of the Consulting Order, provided that the client can access this information.

3.8 The Client shall ensure that its employees and the employee representation (works council) provided for by law and established, if any, are informed by KBC even before the Client commences its activities, insofar as this should be relevant for the provision of KBC's services.

4. Loyalty clause

4.1 The contracting parties undertake to be loyal to each other.

4.2 The contracting parties shall mutually undertake to take all precautions that are suitable to prevent the independence of any third parties and employees of KBC from being jeopardised. This shall apply in particular to offers made by the client for employment or the assumption of assignments for its own account.

5. Reporting obligation

5.1 Unless otherwise stipulated in the specific project, KBC undertakes to report to the client on its work, that of its employees and, if applicable, of commissioned third parties, in accordance with the progress of the work.

5.2 The client shall receive the agreed results documents within a reasonable time, i.e. two to four weeks, depending on the type of consultancy assignment, after completion of the assignment.

5.3 KBC shall be free from instructions in the production of the agreed consulting services and shall act at its own discretion and on its own responsibility. KBC shall not be bound to any specific place of work or working hours.



6. Protection of intellectual property

6.1 The copyrights to the works created by KBC and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organisational plans, programmes, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with KBC. They may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the client shall not be entitled to reproduce and/or distribute the work(s) without KBC's express consent. Under no circumstances shall an unauthorised reproduction/distribution of the work give rise to any liability on the part of KBC - in particular, for example, for the accuracy of the work - vis-à-vis third parties.

6.2 The client's breach of these provisions shall entitle KBC to immediately terminate the contractual relationship prematurely and to assert other statutory claims as well as a contractual penalty in the amount of 100% of the agreed remuneration. Any further claims for damages or injunctive relief shall remain unaffected.

7. Warranty

7.1 Irrespective of fault, KBC shall be entitled and obliged to remedy any inaccuracies and defects in its services that become known. KBC shall inform the client thereof without delay.

7.2 This claim of the customer expires after six months after the respective service has been rendered.

8 Liability / Compensation

8.1 KBC shall only be liable to the client for damage - except for personal injury - in the event of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damage caused by third parties engaged by KBC.

8.2 Claims for damages by the customer may only be asserted in court within six months of knowledge of the damage and the damaging party, but at the latest within three years of the event giving rise to the claim.

8.3 In each case, the client must provide evidence that the damage is due to KBC's fault.



8.4 If KBC provides the services with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, KBC shall assign these claims to the Client. In this case, the client shall have priority over these third parties.

9. Secrecy / data protection

9.1 KBC undertakes to maintain absolute confidentiality about all business matters that come to its knowledge, in particular business and trade secrets, as well as any information it receives about the nature, scope of operations and practical activities of the client.

9.2 Furthermore, KBC undertakes to maintain confidentiality vis-à-vis third parties regarding the entire content of the services as well as all information and circumstances that it has received in connection with the creation of the services, in particular also regarding the data of the client's own customers.

9.3 KBC shall be released from the duty of confidentiality vis-à-vis any assistants and substitutes it uses. However, KBC shall transfer the duty of confidentiality to them in full and shall be liable for their breach of the duty of confidentiality as for its own breach.

9.4 The duty of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of legally stipulated obligations to testify.

9.5 KBC shall be entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The client shall guarantee KBC that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent by the persons concerned.

9.6 Furthermore, KBC undertakes to comply with all provisions of the GDPR, insofar as these are applicable according to the content of the respective order. Should the activities of KBC involve commissioned data processing for the Client, the contracting parties shall conclude a suitable data processing agreement within the meaning of Article 28 of the GDPR.



10. Remuneration

10.1 After completion of the agreed work, KBC shall receive remuneration in accordance with the agreement between the client and KBC. KBC shall be entitled to issue interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee shall be due in each case upon invoicing by KBC.

10.2 The prices and fees stated in KBC's offers are in euros, unless another currency is expressly stated, and are based on KBC's cost price at the time the offer is made. Statutory turnover tax is not included in any of the prices quoted. KBC shall issue an invoice with all legally required features entitling the customer to deduct input tax.

10.3 Any cash outlays, expenses, travel costs, etc. incurred shall be additionally reimbursed by the client against invoicing by KBC.

10.4 If the agreed service is not performed due to reasons on the part of the client or due to a justified premature termination of the contractual relationship by KBC, KBC shall retain the right to payment of the entire agreed fee less saved expenses. In the event that an hourly fee is agreed, the fee shall be paid for the number of hours that could have been expected for the entire agreed work, less the expenses saved. The expenses saved shall be agreed as a lump sum of 30 per cent of the remuneration for those services that KBC has not yet rendered by the date of termination of the contractual relationship.

10.5 In the event of non-payment of interim invoices, KBC shall be released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

11. Electronic invoicing

11.1 Invoices may be delivered in electronic form by e-mail or in paper form, at KBC's discretion. In the case of electronic invoices, the client shall ensure that these can also be retrieved from . The client undertakes to provide KBC with its own e-mail address, which is exclusively set up for the receipt of electronic invoices. The KBC e-mail address is merely a dispatch address for sending electronic invoices; it is not possible to receive e-mails.

11.2 Electronic invoices are created in "portable document format" (pdf) and are not



signed. It is not possible to receive electronic invoices and paper invoices at the same time. One pdf file is created per invoice. Each invoice is sent individually by e-mail.

- 11.3** The electronic invoice is deemed to have been received as soon as it can be retrieved or taken note of under normal circumstances.
- 11.4** Reminders will be sent in paper form to the billing address provided.
- 11.5** If an electronic invoice cannot be delivered, KBC reserves the right to send the invoice in paper form to the client's postal address last notified to KBC.
- 11.6** The client can cancel the electronic delivery of invoices at any time in writing and with a legally valid signature (by post or scanned in by e-mail or fax). In future, the client will receive invoices by post at the postal address last notified to KBC. KBC reserves the right to independently change the delivery of invoices to the postal address last notified to KBC for good cause.

12. Contract period

- 12.1** The performance contract ends in principle with the completion of the project.
- 12.2** Notwithstanding the foregoing, the contract may be terminated by either party at any time for good cause without notice. Good cause shall be deemed to be in particular
 - if a contractual partner violates essential contractual obligations or
 - if a contracting party defaults on payment after insolvency proceedings have been opened.
 - if there are justified concerns about the creditworthiness of a contracting partner in respect of whom insolvency proceedings have not been opened and the contracting partner does not make advance payments at KBC's request or provide suitable security before KBC performs and the poor financial circumstances were not known to the other contracting partner when the contract was concluded.

13. References, newsletter/mail information, consent to data transfer

- 13.1** By placing an order, the client grants KBC the right to name the client's company



name as a reference client to third parties until revocation, which is possible at any time.

13.2 By placing an order, the customer agrees to be informed about new products by means of a newsletter by e-mail or telephone until revocation, which is possible at any time.

13.3 The customer gives his express consent for his (company) name, address and e-mail address to be passed on to the respective manufacturer, insofar as this is necessary for the fulfilment of the order.

14. final provisions

14.1 The contracting parties confirm that they have provided all information in the **contract** conscientiously and truthfully and undertake to notify each other immediately of any changes (e.g. changes of name, company, address, legal form, FN, etc.).

14.2 In the event that individual provisions of these General Terms and Conditions should be and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to its meaning and economic purpose.

14.3 The contractual relations shall be governed exclusively by Austrian law to the exclusion of its conflict-of-law rules. The place of performance shall be Vienna.

14.4 The court with subject-matter jurisdiction in Vienna shall have exclusive jurisdiction to decide on all disputes arising from the contractual relations - including those concerning their existence or non-existence.