

GENERAL TERMS AND CONDITIONS

nextworkx GmbH (nextworkx) is a management consultant.

Section I: SCOPE

The General Terms and Conditions (T&C) apply to all legal transactions between the Client and the Contractor, nextworkx. The version valid at the time of conclusion of the contract is decisive in each case.

These Terms and Conditions also apply to all future contractual relationships, i.e. even if they are not expressly referred to in supplementary contracts.

Conflicting general terms and conditions of the Client as well as deviations from individual clauses shall be invalid unless these are expressly acknowledged by the Contractor in writing.

In the event that individual provisions of these Terms and Conditions are and/or become invalid, this does not affect the validity of the remaining provisions and the contracts concluded on their basis. The invalid provision is to be replaced by a valid provision that comes closest to it in terms of meaning and economic purpose.

Section 2: CONSULTING and DEVELOPMENT

1. Scope of the care mandate / substitution

The scope of a specific care assignment is contractually agreed on a case-by-case basis. Our daily rates are based on a working day with an average of 8 working hours.

The Contractor shall be entitled to have the tasks upon him performed in whole or in part by third parties. The payment of the third party shall be made exclusively by the Contractor himself. There is no direct contractual relationship of any kind between the third party and the client.

The Client undertakes not to enter into any business relationship of any kind with persons or companies used by the Contractor to fulfil its contractual obligations during and until the expiry of three years after the termination of a contractual relationship.

4. Client's Duty to Provide Information / Declaration of Completeness

The Client shall ensure that the organizational framework conditions for the fulfilment of the care mandate at its place of business allow work to be as undisturbed as possible and conducive to the rapid progress of the care process.

The Client shall ensure that all documents necessary for the fulfilment and execution of the project are submitted to the Contractor in a timely manner, even without the Contractor's special request, and that the Contractor is informed of all processes and circumstances that are important for the execution of the project. This also applies to all documents, processes and circumstances that only become known during the work of the consultant.

5. Ensuring independence

The contracting parties commit themselves to mutual loyalty.

The contracting parties mutually undertake to take all precautions that are suitable to prevent the independence of the commissioned third parties and employees of the contractor from being jeopardized. This applies in particular to offers of employment by the Client or the acceptance of orders on third parties own account.

6. Reporting / Reporting Obligation

The Contractor undertakes to report to the Client on the work, that of its employees and, if necessary, that of third parties commissioned in accordance with the progress of the work.

The Contractor is not subject to instructions in the production of the agreed work, acts to the best of its knowledge and belief and on its own responsibility. The contractor is not bound to a specific place of work or working hours.

7. Protection of intellectual property

The copyrights to the works created by the Contractor and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational charts, programs, service

descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the Contractor. They may be used by the Client during and after the termination of the contractual relationship exclusively 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. Under no circumstances does an unauthorized reproduction/distribution of the work give rise to liability on the part of the contractor towards third parties - in particular, for example, for the correctness of the work.

The Client's breach of these provisions entitles the Contractor to immediately terminate the contractual relationship prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

8. Warranty

The Contractor is entitled and obliged, regardless of fault, to remedy any inaccuracies and defects in its performance that become known.

This claim of the client expires after six months after the performance of the respective service.

9. Liability / Damages

The Contractor shall only be liable to the Client for damages - with the exception of 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 the contractor.

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

In each case, the client must provide proof that the damage is due to the fault of the contractor.

If the Contractor performs the work with the help of third parties and warranty and/or liability claims arise against these third parties in this context, the Contractor assigns these claims to the Client. In this

case, the Client will give priority to these third parties.

11. Fees

After completion of the agreed work, the Contractor shall receive a fee in accordance with the agreement between the Client and the Contractor. The Contractor shall be entitled to submit interim invoices in accordance with the progress of the work and to demand accounts corresponding to the respective progress. The fee shall be due upon invoicing by the Contractor.

In each case, the Contractor shall issue an invoice entitling the holder to deduct input VAT with all the features required by law.

Any cash expenses, expenses, travel expenses, etc. incurred shall be additionally reimbursed by the Client against the Contractor's invoicing.

If the performance 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 shall retain the right to payment of the entire agreed fee less saved expenses. In the case of an agreement on a daily fee, the fee is to be paid for the number of days that could have been expected for the entire agreed work, less 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 provided by the date of termination of the contractual relationship.

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

If the Client is in arrears with its payments, the Contractor shall be entitled to claim interest on arrears in the amount of 7.0% above the 3-month Euribor in addition to an additional administrative fee to be charged.

12. Completeness

If the Client's requirements deviate from the requirements announced at the time of conclusion of the contract or in the course of the preparatory work, or if other changes in the scope of services result from reasons for which the Client is responsible, this may result in an increase in costs.

13. Contract Duration

A contract generally ends with the fulfilment of the order in accordance with the commission.

Nevertheless, the contract may be terminated at any time for important reasons by either party without observing a notice period. In particular, the following shall be regarded as an important reason:

- if a contractual partner violates material contractual obligations, or
- if a contractual partner defaults on payment after the opening of insolvency proceedings, or
- if there are justified doubts about the creditworthiness of a contractual partner for whom insolvency proceedings have not been opened, and the latter neither makes advance payments at the request of the contractor nor provides suitable security before the contractor performs, and the other contractual partner was not aware of the poor financial situation at the time the contract was concluded.

14. Rights of Use

Unless otherwise agreed, all rights of use and exploitation of the work results achieved by the Contractor and its subcontractors shall be the exclusive property of the Client. However, the Contractor shall retain the right to share and otherwise use any non-proprietary ideas, concepts, experiences and techniques used in the provision of the service. This shall not affect the Contractor's obligations pursuant to point 10.

Section 3: GENERAL

1. Logo and Customer Name Use

The Contractor shall be entitled to publish the Client as a reference customer on its homepage using the company logo.

2. Confidentiality / Data Protection

The Contractor undertakes to maintain absolute secrecy about all business matters that come to its attention, in particular business and trade secrets as well as any information they receive about the nature, scope of operations and practical activities of the Client.

Furthermore, the Contractor undertakes to maintain confidentiality vis-à-vis third parties about the entire content of the work as well as all information and circumstances that have been received by in connection with the creation of the work, in particular also about the data of clients of the Client.

The Contractor shall be released from the duty of confidentiality towards any assistants and deputies whom they use. However, they must completely bind the duty of confidentiality to them and is liable for their breach of the duty of confidentiality as for its own breach.

The duty of confidentiality extends indefinitely even after the end of this contractual relationship. Exceptions exist in the case of statutory obligations to provide information.

The Contractor is entitled to process personal data entrusted to them within the scope of the purpose of the contractual relationship. The Client guarantees the Contractor 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 data subjects.

3. Electronic invoicing

The Contractor shall also be entitled to transmit invoices to the Client in electronic form. The Client expressly agrees to the sending of invoices in electronic form by the Contractor.

4. Final provisions

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.

Changes to the contract and these GTC must be made in writing; as well as a deviation from this formal requirement. There are no oral ancillary agreements.

Substantive Austrian law shall apply to this contract, to the exclusion of the conflict of law rules of private international law. The place of performance and jurisdiction is Vienna.