

Terms and Conditions

1. General Terms and Conditions / Scope

1.1 All legal transactions between the Principal and the Agent (in further consequence termed Proceeder Unternehmensberatungs Gesellschaft m.b.H.) shall be subject to these General Terms and Conditions exclusively. The version valid at the time the Contract is concluded shall be applicable.

1.2 These General Terms and Conditions shall also apply to any future contractual relationships even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3 Any conflicting General Terms and Conditions on the part of the Principal shall be invalid unless they have been explicitly accepted in writing by Proceeder Unternehmensberatungs Gesellschaft m.b.H..

1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of Consulting Assignments / Representation

2.1 The scope of each particular consulting assignment shall be individually agreed by contract.

2.2 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled to subcontract, in whole or in part, the services for which Proceeder Unternehmensberatungs Gesellschaft m.b.H. is responsible to third

parties. Payment of said third parties shall be effected exclusively by Proceeder Unternehmensberatungs Gesellschaft m.b.H.. No contractual relationship of any kind shall exist between the Principal and said third party.

2.3 During the validity of this Contract and for a period of three years after termination thereof, the Principal shall agree not to enter into any kind of business transactions with persons or organisations Proceeder Unternehmensberatungs Gesellschaft m.b.H. employs to perform Proceeder Unternehmensberatungs Gesellschaft m.b.H. contractual duties. In particular, the Principal shall not employ said persons or organisations to render consulting services the same or similar to those offered by Proceeder Unternehmensberatungs Gesellschaft m.b.H..

3. Principal's Obligation to Provide Information / Declaration of Completeness

3.1 The Principal shall ensure that during the performance of the consulting assignment, organisational conditions in the Principal's place of business allow the consulting process to proceed in a timely and undisturbed manner.

3.2 The Principal shall also inform Proceeder Unternehmensberatungs Gesellschaft m.b.H. in detail about previously conducted and/or currently active consulting projects, including those in other areas of competency.

3.3 The Principal shall, in a timely manner and without special request on the part of Proceeder Unternehmensberatungs Gesellschaft m.b.H., provide Proceeder

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Unternehmensberatungs Gesellschaft m.b.H. with all documents necessary to fulfil and perform the consulting assignment and shall inform Proceeder Unternehmensberatungs Gesellschaft m.b.H. of all activities and conditions pertinent to the performance of the consulting assignment. This includes all documents, activities and conditions that become known or available during the performance of the consulting assignment.

3.4 The Principal shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of Proceeder Unternehmensberatungs Gesellschaft m.b.H. consulting activities prior to the commencement of the assignment.

4. Maintenance of Independence

4.1 The contracting parties shall be committed to mutual loyalty.

4.2 The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for Proceeder Unternehmensberatungs Gesellschaft m.b.H. and/or of any third parties employed by Proceeder Unternehmensberatungs Gesellschaft m.b.H. is not jeopardized. This applies particularly to any employment offers made by the Principal or the acceptance of assignments on their own account.

5. Reporting / Obligation to Report

5.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall not be bound by directives while performing the agreed service and shall be free to act at Proceeder Unternehmensberatungs Gesellschaft m.b.H. discretion and under Proceeder Unternehmensberatungs Gesellschaft m.b.H. own responsibility. Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall not be required to work in a particular place or to keep particular working hours.

6. Protection of Intellectual Property

6.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall retain all copyrights to any work done by Proceeder Unternehmensberatungs Gesellschaft m.b.H. and/or by persons working for Proceeder Unternehmensberatungs Gesellschaft m.b.H. and/or by third parties employed by Proceeder Unternehmensberatungs Gesellschaft m.b.H. (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the Principal may use these materials exclusively for the purposes described under the Contract. Therefore, the Principal shall not be entitled to copy or distribute these materials without the explicit consent of Proceeder Unternehmensberatungs Gesellschaft m.b.H..

6.2 Any violation of this provision by the Principal shall entitle Proceeder Unternehmensberatungs Gesellschaft m.b.H. to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

7. Warranties

7.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in Proceeder Unternehmensberatungs Gesellschaft m.b.H. work which have become known subsequently. Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall immediately inform the Principal thereof.

7.2 This right of the Principal expires six months after completion of the respective service.

8. Liability / Damages

8.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be liable to the Principal for damages - with the exception of

personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by Proceeder Unternehmensberatungs Gesellschaft m.b.H..

8.2 Any claim for damages on the part of the Principal may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.

8.3 The Principal shall furnish evidence of Proceeder Unternehmensberatungs Gesellschaft m.b.H. fault.

8.4 If Proceeder Unternehmensberatungs Gesellschaft m.b.H. performs the required services with the help of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Principal. In this case, the Principal shall primarily refer to the third party.

9. Confidentiality / Data Protection

9.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be obligated to maintain complete confidentiality concerning all business matters made known to Proceeder Unternehmensberatungs Gesellschaft m.b.H. in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Principal.

9.2 Furthermore, Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Principal's clients.

9.3 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall not be obligated to maintain confidentiality towards any person working for Proceeder Unternehmensberatungs Gesellschaft m.b.H. or representatives of Proceeder Unternehmensberatungs Gesellschaft m.b.H.. Proceeder Unternehmensberatungs Gesellschaft m.b.H. is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if Proceeder Unternehmensberatungs Gesellschaft m.b.H. had breached confidentiality.

9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract - with the exception of any duty to give evidence.

9.5 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled to use any personal data entrusted to Proceeder Unternehmensberatungs Gesellschaft m.b.H. for the purposes of the services performed. Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall guarantee the Principal that all necessary measures will be taken, especially those regarding data protection laws, e.g. that declaration of consent are obtained from the persons involved.

10. Agreed Appointments

10.1 Appointments agreed by both parties are binding. If, in the absence of timely cancellation by the client, an appointment does not take place, the client will reimburse Proceeder Unternehmensberatungs Gesellschaft m.b.H. for travel expenses plus 3 hours of consulting according to the applicable fee rates of Proceeder Unternehmensberatungs Gesellschaft m.b.H.

10.2 Insofar as agreed appointments in relationship to coaching cannot be adhered to, they must be cancelled by phone at least two days in advance so that appropriate arrangements are made with other clients. If

a cancellation by the client cannot be made at the latest before the end of the 48-hour time limit, Proceeder Unternehmensberatungs Gesellschaft m.b.H. reserves the right to levy a cancellation fee equal to 50% of the estimated cost of the cancelled appointment for coaching support.

10.3 In the absence of any other agreement being made, the agreed cost of the coaching appointment will be paid in advance at the beginning of each appointment. Failing this, a payment period within 10 days from receipt of invoice shall be applied without any deductions and free of charges. In case of payment default, Proceeder Unternehmensberatungs Gesellschaft m.b.H. is entitled to a charge a contractual interest at the rate of 4% per annum above the base rate; whereby claims for compensation for proven higher interest rates shall not be prejudiced. This also applies in the case of unintentional default. If a payment reminder is necessary under the stipulated payment terms, the client agrees to pay an amount of EUR 10.00 per reminder.

11. Remuneration

11.1 After completion of the services agreed upon, Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall receive remuneration agreed upon in advance between Proceeder Unternehmensberatungs Gesellschaft m.b.H. and the Principal. Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by Proceeder Unternehmensberatungs Gesellschaft m.b.H..

11.2 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall render accounts which entitle to deduct input tax and contain all elements required by law.

11.3 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to Proceeder Unternehmensberatungs Gesellschaft m.b.H. by the Principal separately, upon submission of the appropriate receipts.

11.4 In the event that the work agreed upon is not completed due to reasons on the part of the Principal or due to a premature termination of contract by Proceeder Unternehmensberatungs Gesellschaft m.b.H. for cause, Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled to claim payment in full of the remuneration agreed upon in advance, less expenses not incurred. In the event that an hourly fee had been agreed upon, the Principal shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that Proceeder Unternehmensberatungs Gesellschaft m.b.H. did not perform by the date of termination of the agreement.

11.5 In the event that intermediate invoices are not paid, Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be released from Proceeder Unternehmensberatungs Gesellschaft m.b.H. commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

11.6 A payment period within 10 days from receipt of invoice shall be applied without any deductions and free of charges. In case of payment default, Proceeder Unternehmensberatungs Gesellschaft m.b.H. is entitled to a charge a contractual interest at the rate of 4% per annum above the base rate; whereby claims for compensation for proven higher interest rates shall not be prejudiced. This also applies in the case of unintentional default. If a payment reminder is necessary under the stipulated payment terms, the Principal agrees to pay an amount of EUR 10.00 per reminder.

12. Electronic Invoicing

12.1 Proceeder Unternehmensberatungs Gesellschaft m.b.H. shall be entitled to transmit invoices electronically. The Principal agrees explicitly to accept invoices transmitted electronically by Proceeder Unternehmensberatungs Gesellschaft m.b.H..

13. Duration of the Agreement

13.1 This Contract terminates with the completion of the project.

13.2 Apart from this, this Contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:

- one party breaches major provisions of the Contract
- one party is in delay with the payments after the beginning of insolvency proceedings
- legitimate concerns exist regarding the Principal's credit standing, even though insolvency proceedings have not been opened, the Principal fails to make an advance payment or to furnish suitable security at Proceeder Unternehmensberatungs Gesellschaft m.b.H. request and Proceeder Unternehmensberatungs Gesellschaft m.b.H. didn't know about the Principal's bad financial situation when the contract was concluded.

14. Mediation Clause

14.1 In the event of disputes arising under this contract which cannot be settled by mutual agreement, the parties mutually agree to engage registered mediators (ZivMediatG), with specialisation in business mediation, from the list of the Justice Department, for an out of court settlement of the conflict. If the selection of business mediators or agreement on content cannot be reached, legal action will be initiated at the earliest one month from failure of the negotiations.

14.2 In the case of un-concluded or abandoned mediation, Austrian law shall apply to possible judicial proceedings initiated. All necessary expenses incurred as a result of a previous mediation, especially those for any legal advisor(s) engaged, can by agreement be claimed as "pre-litigation costs" in a court or arbitration proceedings.

15. Final Provisions

15.1 The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.

15.2 Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing. This shall also apply to a waiver of this requirement in written form.

15.3 This Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law. Place of fulfilment is the registered business establishment of Proceeder Unternehmensberatungs Gesellschaft m.b.H. (Vienna). Jurisdiction in all disputes is the court in the place where Proceeder Unternehmensberatungs Gesellschaft m.b.H. is based (Vienna).