

General Terms and Conditions (GTC) of Klaiton Advisory GmbH

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This English translation is provided for information purposes only. It is the German original text that is legally binding.

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1. General principles

- a. Klaiton Advisory GmbH (hereinafter “Klaiton”), based in Vienna (Austria).
- b. Klaiton provides management consulting services based on the present “General Terms and Conditions” (hereinafter “GTC”) and the respective individual *offer*, submitted in written form by Klaiton.
- c. These GTC are also valid for all future contractual relationships, even if an *offer* by Klaiton does not explicitly point to this fact.
- d. Any deviating GTC shall only apply if Klaiton has explicitly acknowledged them in writing.
- e. Any amendments of these GTC require a written addendum. Oral subsidiary agreements and statements shall only become effective if Klaiton has agreed to them in writing.

2. Definition of the business relationships

The business relationships are as follows:

- a. The respective *consulting agreement* containing the concrete management consulting services to be commissioned (objective, task, procedure and methodology, expenditure, costs,...) is concluded between the commissioning *client* and Klaiton.
- b. The *consulting agreement* becomes effective with the acceptance of the *consulting offer / offer* by the *client*.
- c. In general, independent management consultants (*consultants*) execute the agreed services for Klaiton. The consultants passed a multi-stage admittance process before being accepted into the Klaiton community and provide the appropriate specialised knowledge in order to execute the respective assignment.
- d. The *consultants* are independent and self-determined business partners that are commissioned as subcontractors by the general contractor Klaiton.
- e. The combination of Klaiton and *consultants* is referred to as *cooperation partners*.
- f. The relationship between Klaiton and *consultants* is laid down in a separate Framework Contract that may be requested in the currently valid version at any time.
- g. In general, *clients*, *consultants*, and Klaiton cooperate as follows:
 - i. In preliminary discussions with the *client*, Klaiton specifies the respective project needs.
 - ii. Subsequently, Klaiton provides a list of suitable and available consultants to the *client*.
 - iii. In conversations with the *consultants*, the *client* then determines the best fit of skills of the *consultants* for the consulting need.

- iv. Subsequently, the *client* decides on a *consultant* or on *consultants* that he wants to work with.
- v. Klaiton submits an appropriate *offer*. In this *offer*, Klaiton acts as general contractor and the respective *consultant*, as subcontractor, is commissioned on a service-contract basis by Klaiton.
- vi. Upon acceptance of the offer (= commissioning) by the *client* and corresponding coordination regarding the exact project start, project work shall begin. The specific consulting services are executed by the *consultant* or *consultants*. During the time of consulting services, Klaiton is responsible for ongoing work quality assurance and invoicing of performed services.
- vii. Upon completion of the project, Klaiton asks the *client* for final feedback about the entire performance of the *consultant* and also makes this feedback available to the *consultant*.

3. Extent of consulting services, conclusion of the agreement

- a. The extent of consulting services is based on the written *offer* submitted by Klaiton.
- b. Unless indicated otherwise, *offers* are valid for 8 weeks from the date of issue.
- c. The *consulting agreement* enters into force with the acceptance of the *offer* submitted by Klaiton. The acceptance is effected by unequivocal approval of an authorised representative of the *client*, by means of unequivocal e-mail or submission of an appropriate purchase order.
- d. Unilateral submission of a purchase order with reference to General Terms and Conditions and/or Conditions of Purchase of the *client* without prior consultation with Klaiton shall only be valid if Klaiton explicitly consented in written form.
- e. Any amendments and additions to the *consulting agreement* shall be made in writing. The same shall apply to a waiver of the requirement of the written form.

4. Duties of cooperation

- a. The *client* shall make sure that all necessary information and data are provided on time to the *cooperation partners*, and that the necessary information and/or data provided is reliable, correct and complete, without having specifically been asked to do so. This shall also apply to any information, data, processes and conditions that only come into existence or only become known during the performance of consulting services.
- b. The relationship of mutual trust between the *client* and Klaiton requires that Klaiton be fully informed about any consulting work which is connected to the consulting services to be performed and has been conducted previously and/or is conducted in parallel therewith.
- c. The *client* shall make sure that all requirements as stated in the *offer* are correct.

- d. The *client* shall take all decisions that are required for performing the agreed consulting services in a timely manner and shall obtain any necessary approvals (e.g. approvals from the management, the board, employees, works council, etc.).
- e. Should the *client* violate the cooperation obligations or should any other circumstances beyond the influence of Klaiton arise which prevent the *cooperation partners* from executing the agreed consulting services, an agreed schedule, including planned milestones, might be postponed. Furthermore, Klaiton is entitled to charge the *client* any additional expenses (planned consulting session that cannot be used differently, non-refundable travel expenses).

5. The consultant's role within the client's company

- a. The *consultant* is an entrepreneurially independent *cooperation partner* who performs due services in his own time and in a place selected by him.
- b. The *consultant* shall be under an obligation to fulfil the consulting agreement solely to Klaiton and shall not be under any reporting obligation to the *client*. Nor shall the *consultant* be under the administrative or technical supervision of the *client*.
- c. Any involvement of the *consultant* in the *client's* organisation shall be avoided. In particular, the *consultant* shall not participate in regular department meetings or team meetings of the *client*. Interaction with employees of the *client* shall be restricted exclusively to coordination that is indispensable for project progress.
- d. The *client* has to guarantee flexibility of time and place of the *consultant*, in particular, the *client* shall in no way oblige the *consultant* to fixed attendance time in the *client's* company.
- e. The *consultant* shall be obliged to provide time records only as agreed as proof of performance within the context of Klaiton's invoicing of services to the *client*.
- f. The *consultant* shall perform services exclusively with his own equipment and his own operational infrastructure. The *client* shall not provide the *consultant* with any corporate infrastructure (e.g. permanent access to company-owned databases, IT systems or intranet) or work equipment (e.g. laptop, mobile phone, business cards, etc.).
- g. Klaiton is entitled to have the assigned *consultant* represented or replaced by a *consultant* with demonstrably equal or higher qualifications.

6. Performance of consulting services

- a. Klaiton shall be obliged to perform the consulting services as stated in the *offer* but shall not be obliged to achieve any specific economic success.
- b. The *cooperation partners* shall be entitled to consider the information and materials provided by the *client* as correct and complete. Unless expressly agreed otherwise, the *cooperation partners* shall not be obliged to discover inaccuracies.
- c. Klaiton will endeavour to satisfy the wish of the *client* to commission certain *consultants*, but reserves the express right to commission suitable *consultants* in

such a way as is adequate, pertinent and feasible for the performance of due services.

7. Rights of use, protection of intellectual property, confidentiality

- a. All documents provided by the *cooperation partners*, either physically or digitally (in particular *offer*, analyses, expert reports, statements, etc.), shall be the *cooperation partners'* intellectual property. The *client* shall acknowledge the exclusive rights of the *cooperation partners*, whether or not the documents are protected by copyright, trademark or competition law.
- b. The *client* may only use the documents provided to him for his own business purposes. The *client* shall not be entitled to alter analyses, expert reports, statements, etc. of the *cooperation partners*.
- c. Without the prior written consent of the *cooperation partners*, the *client* shall not be permitted to publicly disclose or disclose, quote or refer to (parts of) the content to any third party. This shall also apply if the *client* obtained the consent of the *cooperation partners*, but the economic environment and the relevant contextual conditions have changed since the consent and/or the consulting service has become obsolete in the meantime.
- d. In the event of non-compliance with the Items 7.b and 7.c, the *cooperation partners* shall be exempt from any liability for any damage resulting therefrom.
- e. The relationship of mutual trust between the *client* and Klaiton requires strict confidentiality. Klaiton shall undertake to provide adequate protection according to valid professional standards for all information shared in the context of the *consulting assignment* and defined as confidential by the *client*, and to use this information solely for the execution of the consulting assignment. This confidentiality shall not apply to information that is already known to third parties or Klaiton.
- f. The *cooperation partners* shall undertake to observe secrecy in relation to all matters that become known to them in connection with performing their services for the *client*. Cases in which there is a legal obligation to provide information or in which the *cooperation partners* have been expressly released from the obligation to secrecy by the *client* shall be exempt.
- g. It is only with the consent of the *client* that the *cooperation partners* may pass reports, statements and other written documents about activities and results to third parties.
- h. The obligation to secrecy shall also apply to the period after termination of the contract. Cases in which there is a legal obligation to provide information or in which the *cooperation partners* have been expressly released from the obligation to secrecy by the *client* shall be exempt.

8. Protection of the cooperation partners

- a. Should the *client* decide to offer a position to the *consultant* instead of using his consultancy services on a project basis or within one year after the project has

been completed, Klaiton will charge a single HR consulting fee amounting to 50 % of the agreed gross annual salary for the position (including variable salary components) to the *client*.

- b. Should a project with a *client* result in an additional project opportunity or extension for which the initial *consultant* is to be commissioned, this subsequent assignment will be executed in the initial constellation with Klaiton as *general contractor* and the consultant as *subcontractor*. Any agreement differing from this may only be valid upon written consent of all parties involved.
- c. The *client* shall undertake not to enter into any direct business relationship with *consultants* for a period of three years from the first meeting with *consultants* via Klaiton or from project completion - whichever date is later.

9. Data protection

- a. By means of approval of these GTC, Klaiton is entitled to electronically process and store the following data of the client: the company's name, contact persons and their contact information (e-mail address and phone number), VAT registration number, address where the project will be implemented, name of the project, subject of the project, required consulting skills, scope of the project, potential daily rate and any additional information to allow for a high-quality placement of consultants and management of a commissioned project (invoicing, quality assurance). In the case of termination of the business relationship, personal data will be deleted after three years.
- b. The *cooperation partners* shall not pass on acquired and stored personal data to third parties without having obtained the consent of the *client*, unless the data is required for operating the *cooperation partners'* IT systems or complying with legal obligations, in particular if the *cooperation partners* are under a legal obligation to provide data to authorities.
- c. The *cooperation partners* shall undertake not to process any data revealing racial or ethnic origin, political opinion, religious or philosophical beliefs or trade union membership nor any genetic data, biometric data allowing for the unequivocal identification of a natural person, data concerning health or data concerning a person's sex life or sexual orientation.
- d. In the course of the initiation of a project between *company* and *consultant*, Klaiton shall undertake to anonymize personal contact data for both parties at first, by blanking out personal information (name, picture, contact details for *consultants*; company name, contact person and details for *client*); this data is only released to individual persons if the *client* has received an anonymous, electronic application from the *consultant*, and, based on the electronic consultant profile, decided that both *client* and *consultant* information can and should be released for both parties. *Clients* may be based in Germany, Austria, Switzerland, the EU, EEC countries or third countries.
- e. Klaiton shall use the provided data exclusively for optimizing the identification of *consultants* suitable for the project, for the ongoing support of projects and, in an

anonymized form, for marketing purposes (homepage, presentations, supply of anonymized consultant profiles via “Pool Link”, etc.).

- f. The *cooperation partners* shall be committed to protecting data secrecy (Austrian Data Protection Act, as amended on 25 May 2018, section 6) and complying with the applicable provisions of the General Data Protection Regulation and shall oblige any third parties brought into the project to do so as well.
- g. On explicit request of the *client*, all personal data will be deleted within a period of 30 days (Art. 17 GDPR). If all personal data are thus deleted, any contractual relationship and cooperation with Klaiton shall be terminated, except for any ongoing cooperation in projects which have already been commissioned. Personal data which the *cooperation partners* are legally obliged to keep (e.g., invoices, consulting agreements which were the legal basis for assignments, etc.) and personal data required for managing already commissioned or ongoing projects (e.g., personal, bank and address data required for invoicing, etc.) shall equally be exempt from this provision.
- h. Klaiton provides information on the right to submit a complaint to a supervisory authority as provided for by article 77 GDPR: If there are any doubts as to whether personal data are processed in accordance with the provisions or if data protection provisions have been violated, the Austrian Data Protection Authority may be contacted at any time.
- i. Klaiton informs about the right to rectification (Art. 16 GDPR), the right to restriction of processing (Art 18 GDPR), the right to data portability (Art. 20 GDPR) and the right to object (Art. 21 GDPR) of/to the collected data. The consent to the processing of the data for the purposes listed above may be withdrawn at any point in time by a letter or an e-mail to datasecurity@klaiton.com.

10. Fees

- a. The amount of the fee depends on the type and scope of the agreed services and is stated in the *offer* submitted by Klaiton. In the absence of an explicit agreement, an adequate fee shall be due.
- b. Any travel expenses of the *cooperation partners* and cash expenses will be charged separately.
- c. Unless otherwise agreed, invoicing will be sent electronically on a monthly basis in arrears.
- d. Invoices shall be due immediately and without deductions.
- e. Any objections to invoices need to be raised within seven days after reception of the invoice and communicated to Klaiton in writing. If no objections are raised within this period, the invoice shall be considered accepted.
- f. In case of a delay in the payment, Klaiton shall have the right to charge default interests of 8 % on top of the regular interest rate (pursuant to § 352 Austrian Commercial Code). Furthermore, Klaiton shall have the right to suspend ongoing services, and, after an unsuccessful reminder, withdraw from the contract. The

client shall bear all the costs accrued and necessary for reminders and collection expenses as well as prosecution costs.

11. Termination

- a. In general and unless otherwise agreed, consulting agreements terminate upon completion of the services agreed in the consulting agreement.
- b. In case of a preliminary termination, the *client* shall reimburse Klaiton for services rendered and expenses accrued until the termination of the contractual relationship and shall recompense Klaiton for all costs and expenses accrued in relation to the termination.
- c. Both *client* and Klaiton shall have the right to preliminarily terminate the *consulting agreement* on important grounds. An important ground consists in particular in the violation of any essential obligation arising from the *consulting agreement* or the underlying GTC by one of the parties.

12. Liability

- a. Klaiton shall only be liable for the final report to the extent agreed below and never for interim reports, including e-mails and any communication exchanged in the course of the project.
- b. Klaiton shall only be liable for damage occurring as a result of evident intent or gross negligence. Any liability for slight negligence shall be excluded in any case.
- c. Under no circumstances shall Klaiton be liable for a loss of profits, consequential harm caused by a defect, consequential and indirect damage and any kind of pure economic loss.
- d. Furthermore, the liability of Klaiton shall be limited to the amount of the contract sum, but not exceeding a maximum of EUR 100,000. A single case of damages is the sum of damage claims by all entitled parties which arise from a single service. For damages arising within more than one similar single services due to more than one violations based on the same professional errors, Klaiton's liability shall likewise be limited to the amount of the contract sum, not exceeding a maximum of EUR 100,000.
- e. If, according to the *client*, the potential damage volume exceeds the amount stated above, Klaiton shall, at the *client's* request, attempt to take out supplementary insurance (in addition to an already existing third-party liability insurance) covering the risk as long as the *client* bears related insurance costs.
- f. Any other claims for damages must be asserted in court excluding any other claims within three months as of the knowledge of the damage and, at the latest, within three years as of the event justifying the claims.
- g. Any liability of Klaiton against legal entities other than the *client* shall be explicitly excluded. If documents belonging to Klaiton are passed on to third parties with Klaiton's consent, Klaiton shall not be liable towards said third parties. Should the *client*, by way of exception, be liable towards a third party, to above-stated

restrictions of liability shall not only apply within the relationship between Klaiton and the *client*, but also towards the third party. In any case of enforcement of damage claims of a third party towards Klaiton, the *client* shall completely indemnify and hold harmless Klaiton.

13. Final provisions

- a. The *client* undertakes to comply with the agreed terms and not enter into subsidiary agreements with the *consultant* that are to the disadvantage of Klaiton. Non-compliance with these conditions shall constitute important grounds pursuant to Item 11.c and shall give Klaiton the right to extraordinarily terminate the agreement and enforce claims for damages.
- b. The *client* shall not be entitled to confer the rights or obligations arising from a contract to third parties without having obtained Klaiton's consent in advance in writing.
- c. Klaiton and *consultants* commissioned by Klaiton shall be entitled to include the *client* and the respective project (including company name, logo and/or a general project description) in their respective reference list in such a way that it is not possible to deduct any direct connection between the *client* and the project description. Without the explicit consent of the *client*, no direct connection will be established between the company and the project nor will they even be included together in the same list at any point in time.
- d. Klaiton is entitled to change these GTC in order to align the GTC with the legal and economic general circumstances. The GTC valid at the point in time of the commissioning of a project shall apply for those projects which have already been commissioned when the GTC are amended.
- e. The place of performance shall be Vienna, Austria. The parties agree that the Handelsgericht Wien, Innere Stadt (Commercial Court Vienna) with regional jurisdiction shall rule on disputes arising from or in connection with these GTC.
- f. Unless expressly agreed otherwise, these GTC and all agreements concluded between the *cooperation partners* shall be exclusively subject to Austrian law, excluding its reference norms.
- g. If any provision of the present GTC is found to be ineffective or impracticable, the validity of that provision shall not affect the validity or practicability of the remaining provisions. In this event, the ineffective or impracticable provision shall be replaced by an effective and practicable provision which serves the originally intended purpose of the provision to be replaced in the best possible way. This shall also apply if there are any gaps to be filled.

Vienna January 2022

Klaiton Advisory GmbH