

Framework Contract Consulting Klaiton Advisory GmbH

valid from January 2022

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”), is based in Vienna (Austria).
- b. Klaiton, in cooperation with independent management consultants (hereinafter “*consultants*”), provides services in the area of management consulting for its clients (hereinafter “*clients*”).
- c. Assignment and execution of these services are formally based on the following:
 - i. the General Terms and Conditions (“GTC”) of Klaiton regulating the relationship of Klaiton and *consultant* towards the *client*.
 - ii. the present Framework Contract regulating the contractual relationship of *consultant* and Klaiton.
 - iii. the specific individual offer in writing, in which Klaiton acts as *general contractor* and the consultant is Klaiton’s *subcontractor*.
- d. This Framework Contract is valid for all contractual relationships entered into by the *consultant* and Klaiton as from the effective date of this Framework Contract, even if an *offer* by Klaiton does not explicitly point to this fact. It is apparent that the approval of this contract does not constitute any right of the *consultant* to be assigned projects by Klaiton, and inversely, Klaiton is not entitled to claim that the *consultant* accepts proposed assignments.
- e. Any deviating terms shall only apply if Klaiton has explicitly acknowledged them in writing.
- f. Modifications to this Framework Contract require a written addendum, with e-mail satisfying this requirement. Oral subsidiary agreements and statements shall only become effective if Klaiton has agreed to them in writing.

2. Definition of business relationships, their bases and *cooperation partners*

There are the following business relationships:

- 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 specialist 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 *consultant* is referred to as *cooperation partners*.
- f. 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 case of a fit of the available skills, Klaiton offers the *consultant* individual assignment opportunities.
 - iv. In conversations with the *consultants*, the client then determines the best fit of skills of the *consultants* as well as the best personal fit for the consulting need.
 - v. Subsequently, the *client* decides on a *consultant* or on *consultants* that he wants to work with.
 - vi. The *consultant* is always and exclusively free in his decision of whether he wants to apply to the respective assignment opportunities and, subsequently, accept them.
 - vii. This does not entail an obligation for Klaiton to assign project assignments. The decision of whether Klaiton offers cooperation to the *consultant*, and for which projects, lies exclusively with Klaiton.
 - viii. Subject to the consent of the *consultant* to accept a project assignment, Klaiton will submit a corresponding *offer*. In this *offer*, Klaiton acts as general contractor and the respective *consultant*, as subcontractor, is commissioned on a service-contract basis by Klaiton.
 - ix. 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.
 - x. 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. Consulting agreement between *client* and Klaiton

- a. The *consulting agreement* is concluded between *client* and Klaiton as general contractor.
- b. The agreement takes effect upon written acceptance, by the *client*, of the *consulting offer* submitted to the *client* by Klaiton.
- c. The *consulting offer* is prepared by the *consultant*. The template for the *offer* is an appropriate Word or Powerpoint template provided by Klaiton. Regarding the

calculation of fees and invoicing, the consultant is bound by the regulations laid down in Item 9 of this Framework Contract.

- d. The minimum requirements for the content of the *offer* comprise:
- i. official business name of all parties involved in the performance of the contract (*client*, Klaiton, *consultant*, each including a contact person),
 - ii. project content and project objectives,
 - iii. an estimated time schedule for the provision of services and projected expenditure of time,
 - iv. daily rate (time and material) or fixed price to be applied to the project as well as any performance-related components,
 - v. coverage of other costs (e.g. travel and overnight expenses),
 - vi. settlement modalities (e.g. monthly in arrears, based on documented services or based on milestones, etc.),
 - vii. validity of the *offer*, 8 weeks after submission, and
 - viii. a note that the current GTC of Klaiton shall apply to the *offer* and the *consulting agreement* and that the GTC of Klaiton are submitted as an annex together with the offer.
- e. As soon as the *consultant* has finalised the contents of the *offer*, he sends it to Klaiton and Klaiton will examine the *offer*.
- f. The final *offer* in its definitive and authorised version is then submitted to the *client* and, simultaneously, to the *consultant* by Klaiton. The final decision regarding the contents of the *offer* rests with Klaiton.
- g. 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.

4. Execution of project assignments

- a. The consultant shall be entitled, on his sole responsibility, to have agreed services wholly or partially executed or supported by other *cooperation partners*, employees or competent third parties if those can demonstrably contribute the same or higher competences for the subtask in question. Invoicing of these services is settled, like for the *consultant* himself, as subcontract of Klaiton. The consultant guarantees and is responsible towards Klaiton that all third parties engaged by him adhere to the obligations arising from this contractual relationship, especially with regards to confidentiality and data protection. The consultant shall be liable for all faults of third parties engaged by him as though they were his own.
- b. Should the need for additional capacities arise in the course of the fulfilment of a consulting assignment, the *consultant* shall be at liberty to either carry out the respective tasks himself or have them executed by his own *cooperation partners*,

employees or by consultants selected by Klaiton. These services shall be invoiced as described under Item 4.a.

- c. The *consultant* is free regarding the type and extent of activity. In the case that he decides to accept and execute an assignment, he is not bound by instructions from Klaiton or the *client* regarding the manner of execution. He shall determine the methods, time schedule and topics of the individual assignments and also safeguards this entrepreneurial freedom during the execution of these services vis-a-vis the *client*. The *consultant* shall be obliged and entitled to prepare the project documents required for the execution of the assignment (*offer*, workshop documents, analyses, decision documents, project plans, documentation, etc.) himself.
- d. The *consultant* exclusively uses his own equipment and infrastructure for the execution of due services. Any involvement of the *consultant* in the *client's* organisation shall be avoided.
- e. The *consultant* is free in his choice of location for the provision of his services.
- f. When approving the Framework Contract, the *consultant* confirms that the assignments accepted via Klaiton during the time of collaboration do not amount to more than a maximum of two thirds of the entire volume of his assignments and income (in one calendar year). It is the individual responsibility of the *consultant* to ensure that this is the case.

5. Confidentiality, code of ethics & rights of use

- a. The relationship of mutual trust between the *client* and the *cooperation partners* requires strict confidentiality. The *consultant* 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 the *contractors*.
- b. The *consultant* shall undertake to observe secrecy in relation to all matters that become known to him in connection with performing his services for the *client* or for Klaiton. 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.
- c. It is only with the consent of the *client* that the *consultant* may pass reports, statements and other written documents about activities and results to third parties.
- d. 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 *consultant* has been expressly released from the obligation to secrecy by the *client* or by Klaiton shall be exempt.
- e. 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.

- f. 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*.
- g. 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.

6. Cooperation *client* & *consultant* / restriction of competition

- a. 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 permitted upon written consent of all parties involved.
- b. The *consultant* shall undertake not to enter into any direct business relationship with the *clients* for a period of three years from the first meeting with a *client* via Klaiton or from project completion - whichever date is later.
- c. Besides the above-mentioned restrictions, the *consultant* is free to also work for other general contractors or clients.

7. Data protection – handling of the *client's* data by the *cooperation partners*

- a. The *consultant* undertakes to abide by the applicable data protection provisions under the European General Data Protection Regulation (GDPR) (if in Europe) or the applicable Data Protection Law of the country in which the consulting project takes place.
- b. The scope, type, nature and purpose of the processing of personal data by the *consultant* are described hereinafter: The *consultant*:
 - receives e-mails by Klaiton containing relevant information about new project inquiries, assignments.
 - receives a message and access to name, e-mail address and telephone number of the *client* once his application to the consulting project has been released.
 - issues invoices for his consulting services - automatically via the Klaiton platform - which may include the name of the *client*;

- will document relevant information from the consulting project and, in accordance with the need defined with the *client*, make it available to the relevant persons.
- c. Any processing of personal data shall be limited to what is necessary in relation to the purpose for which it is processed.
- d. The *consultant* shall not use the personal data or any parts of them for any purpose other than those specified in this *Framework Contract* and shall in particular not be entitled to transfer personal data or any parts of them or disclose personal data to third parties. Copies and duplicates that go beyond technical intermediate storage, or equivalent, shall not be prepared without the knowledge and explicit consent of Klaiton. Notwithstanding the above, the *consultant* is allowed to make backup copies as far as these are required for ensuring proper data processing as well as to comply with mandatory legal provisions.
- e. The *consultant* is obliged to take technical and organisational measures to ensure the rights of the particular persons at the *client*, in particular the rights of access, the right to rectification, the right to restriction of the data processing, the right to data portability and the right to erasure.
- f. The *consultant* commits to immediately reporting a data breach to Klaiton if he becomes aware of an infringement of the personal data in order to enable Klaiton and the company to fulfil their "data breach notification duty" according to Art 33 GDPR.
- g. The *consultant* shall notify Klaiton immediately if he inadvertently has violated provisions on the protection of personal data or any obligations under this Framework Contract.
- h. Upon request of Klaiton, and if this does not violate any legal provisions, the *consultant* has to irrevocably erase all documents received by the *client* and/or Klaiton or documented about the same, as well as any copies and replicas thereof. Prior to such irrevocable erasure of the data, the *consultant* shall obtain Klaiton written confirmation of the instruction to erase the data with an express reference to the irrevocability after executing this instruction. The *consultant* shall undertake to confirm erasure to Klaiton after completion in written form.

8. Data protection: handling of the *consultant's* data by Klaiton

- a. With the *consultant's* acceptance of this Framework Contract, Klaiton shall be entitled to electronically process and store the following data:
 - i. Data necessary for the admittance of *consultants* and submitted by themselves: Personal data (e.g. name, date of birth, address, e-mail address, telephone number, etc.), professional data (e.g. former employers, education, references, contact data of references, reference projects, further training, professional self-assessment of consulting skills) for the term of contract of the Framework Contract between the *consultant* and Klaiton.

- ii. Data provided by Klaiton to service providers in cooperation with a *consultant* in the course of the consultant admittance process: results of online performance and behavioural diagnosis procedures carried out as part of our consultant admittance process for the term of contract of the Framework Contract between the *consultant* and Klaiton.
 - iii. Data provided by references of *consultants* serving the purpose of assuring the quality of the management consultant's work: type, duration and exact periods of previous cooperation, assessment of service quality and potential improvements of the *consultants* work for the term of contract between the *consultant* and Klaiton. Klaiton shall undertake to contact references exclusively for the purpose of obtaining references and only with the *consultants* consent.
 - iv. Data acquired by Klaiton in the course of the admittance process of *consultants* (e.g. interview protocols, comments on availability and desired projects, etc.) for the term of contract of the Framework Contract between the *consultant* and Klaiton.
 - v. Data about the activities of *consultants* in response to particular project inquiries.
 - vi. Data that are needed for continuous quality assurance (e.g. results of feedback and surveys of the *client*).
 - vii. Data that are needed for invoicing purposes (e.g. *consultants'* bank details, tax number, etc.).
- b. Klaiton shall not pass on acquired and stored personal data to third parties without having obtained the consent of the *cooperation partners*, unless the data is required for operating Klaiton's IT systems or complying with legal obligations, in particular if Klaiton is under a legal obligation to provide data to authorities.
- c. Klaiton will not process any data revealing a person's racial or ethnic origin (except for photos that the *consultants* themselves may upload to the Klaiton platform), political opinion, religious or philosophical beliefs or trade union membership nor any genetic data, biometric data allowing for the unique 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, 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 *company* has received an anonymous, electronic expression of interest 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. Data of the *consultants* will be passed on to potential further clients/companies as part of the business purpose. These clients may have their seats in Austria, 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 need, 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. Klaiton 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. All personal data of *consultants* who terminate their business relationship with Klaiton with the exception of their contact data shall be deleted after two years. The contact data will be stored for traceability reasons in connection with a note on the termination of the business relationship. Personal data which Klaiton is legally obliged to keep shall be exempt from this provision (e.g. invoices, consulting agreements which were the legal basis for assignments, etc.).
- h. On explicit request of the *consultant*, 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 Klaiton is 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 of *consultants* required for invoicing, etc.) shall equally be exempt from this provision.
- i. 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.
- j. Klaiton provides information on the right to rectification (Art 16 GDPR), restriction of processing (Art 18 GDPR), data portability (Art 20 GDPR) and 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.

9. Fees and invoicing

- a. The agreed consultancy fee payable by the *client* shall not be below EUR 1,000 net per day and person and shall not exceed EUR 3,500 net per day and person.
- b. Within this defined frame, the *consultant* himself shall decide which daily rate to charge for provided services according to the *offer* as per Item 3.d. The daily rate shall be considered accepted as soon as the *client* accepts the *offer*, i.e. as soon as a consulting agreement is concluded between the *client* and Klaiton. The *consultant* may not request compensation or reimbursement of services, cash

expenses or costs which are not covered by the consulting agreement, unless they have been confirmed by Klaiton in writing.

- c. Upon determination of the consulting fee, care has to be taken to include Klaiton's share as general contractor.
- d. Klaiton's general contractor's share amounts to 25 % for projects with end clients. Should a project be commissioned as sub-contract of another management consulting company, the general contractor's share for Klaiton is reduced to 15 %.
- e. Unless otherwise agreed, invoicing will be on a monthly basis in arrears:
 - i. The *consultant* submits the executed consulting days (or hours) of the month to Klaiton.
 - ii. Klaiton automatically prepares a consulting invoice to the *client* and, simultaneously, prepares an invoice of the *consultant* to Klaiton.
 - iii. As soon as the payment has been made to the appropriate Klaiton business account, Klaiton transfers the sum, less Klaiton's general contractor's share, to the *consultant*, in accordance with the principles stipulated in Item 9.
- f. Except in cases of explicit deviations from this clause, the fee may only be claimed by the *consultant* from Klaiton if, and only in the extent that, the payment of the *client* is made to Klaiton's bank account. In the case of uncollectability of the receivables or partial receivables from *client*, through no fault of the *consultant*, the following liability for damages is agreed:

With regards to the non-received payments of the receivables/partial receivables, the entitlement to remuneration of the *consultant* is reduced by 50 %, to 50 % of the agreed sum. The situation of "uncollectability" occurs in the case of:

- i. Commencement of insolvency proceedings over the assets of the *client*
- ii. Winning the lawsuit and failure of impounding procedures within 6 months

10. Duties, social security & business licence

- a. Any and all taxes, duties and social security contributions are the sole responsibility of the *consultant* and have to be paid directly by the *consultant*. Klaiton assumes no responsibility and no liability for proper and timely payment of taxes, duties and social security contributions. The *consultant* states to indemnify and hold harmless Klaiton against any possible claims (of tax or social security, etc.).

For *consultants* based in Austria, the following applies: The *consultant* confirms that he holds a business licence for contract-relating activities, covering due services of the project assignments. The *consultant* will inform Klaiton without delay about any change of his business licence, especially about revocation, cancellation or suspension of the business licence.

- b. The *consultant* further confirms that he has compulsory insurance due to his commercial self-employed activities.
- c. In the case that the *consultant* is based in another EU country or in a third country, relevant documents proving the existence of compulsory insurance if necessary according to the relevant legislation as well as documents proving proper exercise of activities (in analogy to Item 10.b.) have to be submitted upon request.

11. Termination

- a. This Framework Contract is concluded for an indefinite period of time and may be terminated by either party in written form, observing a 30-day termination period, at the end of a calendar month.
- b. The right to preliminary termination due to important grounds remains unaffected.
- c. The contractual relationship, assuming the form of a service contract established by the project assignments, shall end upon execution of the agreed services, without any notice of termination being required. The right to preliminary termination due to important grounds remains unaffected here, too.

12. Liability

- a. The consultant is liable to Klaiton regarding the contractual, complete and diligent execution of agreed project assignments and guarantees Klaiton that the agreed services will be flawlessly executed. Apart from that, the parties are liable according to legal provisions.
- b. Should the *consultant* wholly or partially employ a representative or assistant for the execution of a project assignment, the *consultant* is liable for the actions of his representative or assistant according to § 1313a ABGB (Austrian Civil Code).

13. Final provisions

- a. The *consultant* undertakes to comply with the agreed terms and not enter into subsidiary agreements with the *client*. Non-compliance with these conditions shall constitute important grounds pursuant to Item 11.b and shall therefore give Klaiton the right to prematurely terminate the business relationship.
- b. It is apparent to the contracting parties that due to the personal and entrepreneurial independence of the consultant, this Framework Contract or project assignments do not constitute an employment contract according to labour law, social law and/or tax law or a free service contract according to § 4 Abs 4 ASVG.
- c. Klaiton and *consultants* commissioned by Klaiton shall be entitled to include the *company* 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 shall be entitled to amend this Framework Contract at any point in time, in particular to adapt it to the legal and economic framework conditions. Any amendments to this Framework Contract will be communicated via e-mail to the *consultants'* last known e-mail address. Unless the respective *consultant* submits a written objection within one month of notification, the amended Framework Contract shall be considered as accepted by the *consultant*. Klaiton shall undertake to point out the one-month period and the most important amendments affecting the *consultant* when sending the amended Framework Contract via e-mail. The Framework Contract valid at the point in time of the commissioning of a project shall apply for those projects which have already been commissioned by the *client* when the Framework Contract is 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 this Framework Contract.
- f. Unless expressly agreed otherwise, this Framework Contract 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 Framework Contract is found to be or becomes 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