

# Framework Contract Consulting 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 referred to as "Klaiton") has its registered office in Vienna (Austria).
- b. Together with independent management consultants, project managers and interim managers (hereinafter referred to as "*Consultants*"), Klaiton provides services in the areas of management consulting, project management and interim management for clients (hereinafter referred to as "*Clients*").
- c. *Consultants* are one-person companies or "small" limited liability companies whose owners or managing directors have been accepted into the Klaiton community through an admission procedure (see 2.b).
- d. *Clients* are organizations that request the above-mentioned services. All companies in the same group of companies are assigned to the *client*.
- e. The formal basis for the commissioning and provision of these services is as follows:
  - i. Klaiton's "General Terms and Conditions" ("GTC" for short), which regulate the relationship between Klaiton and the *consultant* towards the *client*.
  - ii. this framework contract, which governs the contractual relationship between *Consultant* & Klaiton.
  - iii. the respective individual written *offer* in which Klaiton acts as *general contractor* and the consultant is a *subcontractor* of Klaiton.
- f. This framework contract applies from (electronic) approval for all contractual relationships between the *consultant* and Klaiton, even if no explicit reference is made to it in an *offer* from Klaiton. It is understood that the conclusion of this agreement does not give the *Consultant* any right to be commissioned with projects by Klaiton and, conversely, that Klaiton has no right to demand that the *Consultant* accepts any orders offered.
- g. Deviating terms and conditions shall only apply if Klaiton has expressly acknowledged them in writing.
- h. Amendments or modifications to the framework agreement must be made in writing by both parties, although e-mail is considered sufficient.

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

The following business relationships arise:

- a. The respective *consulting agreement* on the specific management consulting services to be commissioned (objective, task, procedure and methodology, effort, price, ...) is created between the requesting *client* and Klaiton through the acceptance of the *consulting offer / quotation* by the *client*.
- b. In general, Klaiton uses independent *consultants* who have undergone a multi-stage admission process before joining the Klaiton community and who each have the appropriate specialist knowledge to execute the relevant assignment.
- c. The *consultants* are independent and self-determined *business partners* who are commissioned by the general contractor Klaiton as *subcontractors*.
- d. The alliance of Klaiton and *consultants* is referred to as a *cooperation partner*.

- e. In principle, *clients*, *consultants* and Klaiton cooperate as follows:
- i. Klaiton conducts preliminary discussions with the *client* and specifies the corresponding project requirements.
  - ii. Klaiton offers the *consultants* - if the existing skills match - the corresponding project opportunity.
  - iii. Klaiton evaluates whether there is a fundamental fit between the *consultants'* skills and the specific project requirements.
  - iv. Klaiton then provides the *client with* an overview of suitable and available *consultants*.
  - v. The *client* then conducts interviews with the *consultants* to determine the best fit between *consultant* and *client*.
  - vi. The *client* then decides which consultant or consultants he wants to work with.
  - vii. The *consultant* is always and exclusively free to decide whether to engage in the respective assignment opportunities and subsequently accept them.
  - viii. This does not constitute an obligation on the part of Klaiton to assign project orders. The decision as to whether and for which projects Klaiton offers the *consultant* a cooperation is the sole responsibility of Klaiton.
  - ix. Subject to the *consultants'* agreement to accept the project order, Klaiton will submit a corresponding *offer*. Klaiton is the general contractor in this *offer*, the respective *consultant* as a subcontractor is commissioned by Klaiton based on a contract for time & material.
  - x. The project work begins after the *client* has accepted the offer (= commissioning) and the exact start of the project has been agreed. The direct consulting services are carried out by the *consultant*.
  - xi. During the consultancy project, Klaiton is responsible for the ongoing quality assurance of the work and the invoicing of the services that are being provided.
  - xii. After the completion of the project, Klaiton obtains a final feedback from the *client* on the overall performance of the *consultant* and makes this feedback available accordingly.

### 3. Consulting agreement between the *client* and Klaiton

- a. The *consultancy agreement* is concluded between the *client* and Klaiton as the general contractor.
- b. This comes into effect upon written acceptance by the *client* of the *consulting offer* submitted by Klaiton to the *client*.
- c. The *consulting offer* is prepared by the *consultant*. The template for the *offer* is a corresponding Word or PowerPoint template provided by Klaiton and must be used. Regarding the fee structure and invoicing, the consultant is bound by the regulations in point 9. of this framework contract.
- d. The minimum requirements for the content of the *offer* comprise:
  - i. Official, company-related naming of the parties involved in the fulfillment of the contract (*client*, *Klaiton*, *consultant*, each including contact person),
  - ii. Project content and project objectives,
  - iii. an estimated schedule for the provision of the services and a projected time expenditure,
  - iv. the daily rate (time and material) to be applied to the project or the fixed price as well as any performance-related components,
  - v. Coverage of other costs (e.g. travel and accommodation costs),

- vi. Billing modalities (e.g. monthly in retrospect on the basis of service records, milestone-based, etc.),
- vii. The *offer* is valid for 8 weeks from the date of issue, and
- viii. A note that the current Klaiton GTC are applicable to the *offer* and the *consultancy contract* and transmission of the Klaiton GTC in the appendix at the same time as the *offer*.
- e. The *offer* completed by the consultant is sent to Klaiton by the *consultant* and checked by Klaiton.
- f. The final *offer* is then sent in its final and approved version by Klaiton to the *client* and simultaneously to the *consultant*.
- g. The *consulting contract* is concluded upon acceptance of the *offer* submitted by Klaiton. The acceptance is made by a clear consent of an authorized representative of the *client* by means of unequivocal e-mail or sending a corresponding purchase order.

#### 4. Execution of the project assignments

- a. The *consultant* shall be entitled to have agreed services carried out or supported in whole or in part by other *cooperation partners*, employees, or expert third parties on its own responsibility, if it can be proven that they contribute the same or higher quality skills for the subtask in question. These services shall be invoiced in the same way as for the *consultant* itself on behalf of Klaiton. The consultant ensures and is responsible to Klaiton that the third parties employed by him comply with the obligations arising from this contractual relationship, in particular with regard to confidentiality and data protection. The consultant is liable for the fault of the third parties employed by him as for his own fault.
- b. Should the need for additional capacities arise within the scope of a consulting assignment, the *consultant* is free to take on these tasks himself, to have them carried out by his own *cooperation partners*, employees or by consultants selected by Klaiton. In any case, the billing of these services is analogous to point 4.a.
- c. The *consultant* is free regarding the type and scope of his work. If he decides to accept and execute an order, he is not bound by instructions from Klaiton or the *client* with regard to the manner of execution. He determines the methodology, timing and content of the individual assignments himself and also ensures that this entrepreneurial freedom is maintained when providing his services in relation to the *client*.
- d. The *Consultant* shall be obliged and entitled to prepare the project documents required for the execution of the order (*offer*, workshop documents, analyses, decision documents, project plans, documentation, etc.) itself.
- e. *The Consultant shall* exclusively use its own resources and infrastructure to provide the services owed.
- f. Any integration of the consultant in the *client's* organization is avoided.
- g. The *Consultant shall* be free to choose the place of performance.
- h. By accepting the framework contract, the *consultant* confirms that the orders accepted by Klaiton will not account for more than a maximum of two thirds of the total volume of its orders and income during the course of the cooperation (in each case based on one calendar year). The *consultant* must ensure this on his own responsibility.

## 5. Confidentiality, ethics policy & rights of use

- a. The relationship of trust between the Client and the *cooperation partners* requires strict confidentiality. With regard to the *consulting assignment* and all information shared in this context that has been designated as confidential by the *Client*, the *Consultant* undertakes to protect the confidential information adequately or in accordance with the applicable professional principles and to use it only for the performance of the consulting assignment. Confidentiality shall not apply to information that is already known to third parties or the *contractors*.
- b. The *consultant* undertakes to maintain confidentiality about all matters that become known to him in connection with his work for the *client* or for Klaiton. Exceptions to this are cases in which there is a legal obligation to provide information or if the *cooperation partners* have been expressly released from the confidentiality obligation by the *client*.
- c. The *Consultant* may only hand over reports, expert opinions and other documents on the work and its results to third parties with the *Clients* consent.
- d. The obligation of confidentiality also applies for the period after termination of the contract. Exceptions to this are cases in which there is a legal obligation to provide information or if the *consultant* has been expressly released from the obligation of confidentiality by the *client* or by Klaiton.
- e. All documents provided by the *cooperation partners* in paper or electronic form (in particular *offers*, analyses, statements, expert opinions, etc.) are the intellectual property of the *cooperation partners*. The *client* acknowledges the exclusive rights of the cooperation *partners* to the documents, whether or not the documents are protected by copyright, trademark or competition law.
- f. The *client* may only use the documents provided for its own business purposes. The *client* is not authorized to modify analyses, statements, expert opinions, etc. of the *cooperation partners*.
- g. Without the prior written consent of the cooperation *partners*, the *client* is prohibited from passing on the documents in whole or in part to third parties, publicly reproducing them, quoting from them or referring to them to third parties. This shall also apply if the *client* has obtained the consent of the cooperation *partners*, but the economic environment and the relevant framework conditions have changed in the meantime since the consent was obtained and/or the consulting service has become obsolete.

## 6. Cooperation between *client* & *consultant* / Restriction of competition

- a. If a project with a *client* results in an additional project opportunity or extension in which the original *consultant* is to continue to be deployed, this follow-up assignment will be carried out in the original constellation of Klaiton as general contractor and *consultant* as subcontractor. A deviating agreement is only permitted with the written consent of all parties involved.
- b. The *consultant* agrees not to enter any direct business relationships with the *client* for a period of three years from the date of first contact with a *client* via Klaiton or from the completion of the project, whichever is later.

- c. In the case of larger companies or groups of companies, only those functions, persons or project contents with which the *consultant* came into contact by means of the client or the specific assignment are attributed to the *client*
- d. It is prohibited that the *consultant* handles an existing business relationship with the *client* or one that is being initiated by means of another agent, consulting platform or provider.
- e. Apart from these above-mentioned restrictions, the *consultant* shall also be free to work for other general contractors or *clients*.

## 7. Data protection - How *cooperation partners* handle the *clients* data

- a. The *consultant* undertakes to comply with the applicable data protection regulations of the European General Data Protection Regulation (GDPR) (if in Europe) or the applicable data protection laws 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 as follows. The *consultant*:
  - receives e-mails from Klaiton with relevant information about new project requests and orders.
  - receives a message and access to the name, e-mail address and telephone number of the *client* after his application for the consulting projects has been activated.
  - will document relevant information from the consulting project and make it available to relevant persons in accordance with the requirements agreed with the *client*.
- c. The processing of personal data is limited to what is necessary in relation to the purpose of the data processing.
- d. The *consultant* shall not use the personal data or parts thereof for any purposes other than those specified in this *Framework Contract* and, in particular, shall not be entitled to transfer or disclose the personal data or parts thereof to third parties. Copies and duplicates that go beyond technical caching or equivalent may not be made without the knowledge and explicit consent of Klaiton. Nevertheless, the *consultant* is entitled to create back-up copies if these are necessary to ensure proper data processing and to comply with mandatory legal regulations.
- e. The *consultant* is obliged to take the technical and organizational measures necessary to safeguard the rights of data subjects at the *Client*, in particular the rights of access, rectification, restriction of processing, data portability and erasure.
- f. The *consultant* undertakes to report a data security breach to Klaiton immediately upon becoming aware of a personal data breach in order to enable Klaiton and the Company to comply with their "obligation to notify a data security breach" pursuant to Art. 33 GDPR.
- g. The *consultant* shall inform Klaiton immediately if it has inadvertently breached any provisions relating to the protection of personal data or any other obligations under this Framework Agreement.
- h. At Klaiton request, and as long as this does not violate any legal regulations, the *consultant shall* irrevocably delete all documents received from or documented by the *Client* and/or Klaiton, as well as all copies thereof. Prior to such irrevocable deletion of data, the *consultant* must receive a written confirmation from Klaiton of the instruction to delete data with an explicit



reference to the irrevocability after the execution of this instruction. The *consultant* undertakes to confirm this deletion to Klaiton in writing after its execution.

## 8. Data protection: Klaiton handling of the *consultant* data

- a. By accepting this framework contract, Klaiton is authorized by the *consultant* to process and store the following data electronically:
  - i. Data required for the admission of *consultants* and provided by the *consultants* themselves: Personal data (such as name, date of birth, home address, e-mail address, telephone number, etc.), professional data (such as former employers, training, references, contact details of references, reference projects, further training, professional self-assessment of consulting skills) for the duration of the valid framework agreement between the *consultant* and Klaiton.
  - ii. Data provided by Klaiton service providers in cooperation with a *consultant* in the course of consultant onboarding Results of performance and behavioral diagnostics from online procedures used in the course of the consultant intake for the duration of the valid framework contract between the *consultant* and Klaiton.
  - iii. Data provided by reference persons of the *consultant* and used to qualify the quality of the work of a management consultant: Type, duration and temporal situation of the previous cooperation, evaluation of the performance as well as improvement potentials of the *consultant* for the duration of the upright contract between the *consultant* and Klaiton. Klaiton further undertakes to contact reference persons exclusively for the purpose of obtaining references and only with the consent of the *consultant*.
  - iv. Data collected by Klaiton from *consultants* themselves as part of the recruitment process (e.g. transcripts from interviews conducted, comments on availability and desired project assignment, etc.) for the duration of the valid framework agreement between the *consultant* and Klaiton.
  - v. Data on the *consultants'* activities in relation to specific project requests.
  - vi. Data required for continuous quality assurance (e.g. results of feedback discussions and surveys with the *client*).
  - vii. Data required for accounting purposes (e.g. bank details, tax number, etc. of the *consultant*).
- b. Klaiton does not pass on collected and stored personal data to third parties without the consent of the *cooperation partners*, unless this data is necessary for the operation of the Klaiton IT systems or to fulfill legal obligations - in particular if Klaiton is legally obliged to hand over data to authorities.
- c. Klaiton undertakes not to process any data revealing racial or ethnic origin (with the exception of photos that the *consultant* himself posts on the Klaiton platform), political opinions, religious or philosophical beliefs or trade union membership, genetic data, biometric data for the purpose of uniquely identifying a natural person, health data or data concerning sex life or sexual orientation.
- d. Klaiton undertakes to anonymize the personal contact data in a first step for both sides when initiating the order by hiding personal information (name, photo, contact details of the *consultant*, company name, contact person, contact details at the *client*); this data is only released to individual persons when the *company* has received an anonymized electronic

expression of interest from the *consultant* and has decided on the basis of the respective electronically presented consultant profile that the *client* and *consultant* should be mutually released to each other. *Consultant* data is also passed on to other potential clients/companies as part of the business purpose. These clients may be located in AT, EU or EEA countries or also in third countries.

- e. Klaiton uses the data provided exclusively to optimize the identification of *consultants* suitable for the project requirements, for ongoing support of the projects and in anonymized form for marketing purposes (homepage, presentations, sending anonymized consultant profiles via "pool link" etc.).
- f. Klaiton undertakes to maintain data secrecy (Data Protection Act, version of 25.5.2018, §6.) and to comply with the applicable provisions of the General Data Protection Regulation and will also oblige any third parties involved to do the same.
- g. With the exception of contact data, all personal data of *consultants* who terminate their business relationship with Klaiton will be deleted after two years. These contact data remains stored, exclusively for reasons of traceability, together with a note on the termination of the business relationship. This does not apply to personal data that is subject to Klaiton statutory retention obligation (e.g. invoices, consulting contracts that form the contractual basis for assignments that have been carried out, etc.).
- h. At the express request of the *consultant*, all personal data will be deleted within 30 days (Art. 17 GDPR). This deletion terminates the contractual relationship and the cooperation with Klaiton, with the exception of ongoing cooperation in projects already commissioned. Also excluded are personal data that are subject to Klaiton's legal obligation to retain (e.g. invoices, consulting contracts that form the contractual basis for commissions already made, etc.) and personal data that form the basis for the ongoing processing of projects already commissioned and still in progress (e.g. personal, bank and address data of *consultants* that are required for ongoing billing, etc.).
- i. Klaiton informs about the right to lodge a complaint with a supervisory authority pursuant to Art 77 GDPR: If there are doubts about the proper processing of personal data or if data protection claims are violated, the Austrian data protection authority can be involved at any time.
- j. Klaiton provides information about the right to rectification (Art 16 GDPR), restriction of processing (Art 18 GDPR), data portability (Art 20 GDPR) and objection (Art 21 GDPR) of or to the data collected. Consent to the processing of data for the above-mentioned purposes can be revoked at any time by post or email to [datasecurity@klaiton.com](mailto:datasecurity@klaiton.com).

## 9. Fees and invoicing

- a. As a rule, the consultancy fee agreed for the *client* may not be less than EUR 1,000 net per day and person and may not exceed EUR 4,000 net per day and person.
- b. Within this defined framework, the *consultant* shall decide for himself which daily rate he will add to the *offer* for his services in accordance with point 3.d. as a basis. The daily rate is accepted by the *clients* acceptance of the *offer*, i.e. by the conclusion of the consultancy contract between the *client* and Klaiton. The *consultant* cannot demand any compensation or reimbursement of services, cash expenses or expenses that are not covered by the consultancy contract, unless these have been agreed in writing by Klaiton.



- c. When determining the consultancy fee, care must be taken to ensure that the client's general contractor share is already included in the offer.
- d. The Klaiton general contractor share is 25% for projects with end customers, i.e. 25% of the agreed daily rate is retained by Klaiton as part of the project billing and 75% of the billable service amount is credited to the consultant.
- e. If a project is subcontracted to another management consultancy, the Klaiton general contractor share is reduced to 15%.
- f. Unless otherwise agreed, invoices are issued monthly in arrears:
  - i. The *consultant* submits to Klaiton the monthly consulting days (or hours) worked and a performance record that meets the *client's* requirements.
  - ii. Travel expenses are totaled and documented (net). For mileage allowances, both the total number of kilometers driven and the expense rate must be stated. If nothing has been agreed with the *client*, EUR 0.50 per km shall apply. CO2 compensation for flights can also be invoiced as expenses.
  - iii. Travel expenses can also be charged at a flat rate if this has been agreed in writing with the *client*.
  - iv. Klaiton automatically issues a consulting invoice to the *client* and at the same time creates a credit note for the *consultant*.
  - v. Immediately after receipt of payment (max. within 5 days) to the Klaiton business account, Klaiton will transfer the amount to the Klaiton bank account in accordance with the terms set out in point 9. the amount minus the Klaiton general contractor's share to the *consultant*.
  - vi. Bank charges (for payments outside the EU) shall be borne by the Consultant.
- g. If the *client* and *consultant* agree that it makes sense and is mutually desirable to take on the consultant as an employee, an executive search fee is payable between the *client* and Klaiton in accordance with the currently valid General Terms and Conditions.
- h. Except in the event of an express deviation from this clause, the *Consultant's* fee claim against Klaiton shall only become due when and to the extent that payment is received by a Klaiton account from the *client*. In the event that the claim or a partial claim against the *client* is uncollectible through no fault of the consultant, the following compensation for damages is agreed:
  - With regard to the non-received claim or partial claim, the *consultant's* fee claim shall be reduced by 50% of the agreed amount. The case of "uncollectibility" exists:
    - i. Insolvency proceedings are opened against the *client's* assets;
    - ii. Winning the case and unsuccessful execution within 6 months;

## 10. Taxes, social security & trade

- a. All taxes, duties and social security contributions are the sole responsibility of the *consultant* and are to be paid directly by the *consultant*. Klaiton bears no responsibility and assumes no liability for the proper and timely payment of taxes, duties and social security contributions. The *consultant* declares to indemnify and hold Klaiton harmless from any claims (of a tax or social security nature, etc.).
- b. For *consultants* based in Austria, the following applies: The *consultant* confirms that he holds a business licence for contract-relating activities, covering the requested services of the project

assignments. The *consultant* shall inform Klaiton immediately of any changes to the registered business licence, in particular with regard to the loss, withdrawal or suspension of the license. The *consultant* further confirms that due to his commercial activity a compulsory insurance as a commercial self-employed person exists.

- c. If the registered office of the *consultant's* company is located in another EU country or in another EU country, appropriate documents proving compulsory insurance, if required under the respective legal system, as well as documents proving proper business practice (analogous to 10.b.) must be submitted on request.

## 11. Termination

- a. This framework agreement is concluded for an indefinite period and may be terminated by either party in writing with 30 days' notice to the end of a calendar month.
- b. Termination does not release the client from the measures and deadlines agreed under point 6 to protect the corresponding relationships with the *client*.
- c. The right to premature termination for good cause remains unaffected.
- d. The contractual relationship established by the project orders in the form of a contract for work and services shall end upon fulfillment of the services agreed therein, without the need for any declaration of termination. Here too, the right to premature termination of the contract for good cause remains unaffected.

## 12. Liability

- a. The consultant is liable to Klaiton for the contractual, complete and careful execution of the project orders accepted and guarantees Klaiton the defect-free provision of the services agreed therein. The parties are otherwise liable in accordance with the statutory provisions.
- b. If the *consultant* uses a representative or assistant in whole or in part to fulfill a project order, the *consultant* shall be liable for the actions of its representative or assistant in accordance with Section 1313a ABGB.

## 13. Final provisions

- a. The *consultant* undertakes to comply with the agreed terms and conditions and not to make any ancillary agreements with the *client*. A breach of these conditions shall constitute good cause within the meaning of Clause 11.c. and consequently entitles Klaiton to terminate the business relationship prematurely.
- b. It is understood between the contracting parties that this framework agreement or the project assignments do not constitute an employment relationship within the meaning of labor, social and/or tax law or a freelance service contract within the meaning of Section 4 (4) ASVG due to the personal and economic independence of the Consultant.
- c. Klaiton and the *consultants* commissioned via Klaiton are entitled to include the *company* and the corresponding project (with company name, company logo or a general project description) in their respective reference list in such a way that no direct connection between the *client* and

the project description can be derived. At no time shall the company and the subject of the project be linked or even mentioned in a joint list without the express consent of the *client*.

- d. Klaiton is entitled to amend this framework agreement at any time, in particular to adapt it to the legal and economic framework conditions. Amendments to this framework agreement will be sent to the *consultants* at the last known e-mail address. The amended framework agreement shall be deemed approved by the respective *consultant* if the *consultant* does not object in writing within one month after delivery. Klaiton undertakes to point out the one-month period and the most important changes for the *consultants* when sending the amended framework agreement by e-mail. For projects that have already been commissioned by the *client* at the time of an amendment to the framework agreement, the framework agreements valid at the time of the conclusion of the project shall apply.
- e. The place of performance is Vienna, Austria. For disputes arising from or in connection with this framework agreement, the court with jurisdiction for commercial matters in Vienna, Innere Stadt (Commercial Court Vienna), is agreed to have jurisdiction.
- f. Unless expressly agreed otherwise in these contracts, this framework contract and all contracts concluded between the *cooperation partners* shall be governed exclusively by Austrian law, with the exception of its conflict of law rules.
- g. Should individual provisions of this framework contract be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions. In this case, the invalid or unenforceable provision shall be deemed to be replaced by a valid and enforceable provision that comes as close as possible to the purpose of the provision to be replaced. This applies *mutatis mutandis* to a supplement in the event of loopholes.

Vienna, December 2023

Klaiton Advisory GmbH