

General Terms and Conditions

December 2021

1 Preamble

1.1 All legal transactions between the Client and condignum GmbH, Prinz Eugen Straße 70/2/1, Vienna, company register number 504524y (Contractor), are subject exclusively to these General Terms and Conditions. The version valid at the time of the conclusion of the contract shall apply.

1.2 These General Terms and Conditions shall also apply to all future contractual relationships, even if no explicit reference is made thereto in supplementary contracts.

1.3 Conflicting General Terms and Conditions of the Client are invalid unless expressly acknowledged in writing by the Contractor.

1.4 If individual provisions of these General Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions or the contracts concluded based on them. The invalid provision shall be replaced by a valid one that comes closest in meaning and economic purpose.

2 Scope / Deadlines / Representation

2.1 The scope of a specific consulting engagement is contractually agreed in each individual case and results from the respective service description.

2.2 Service dates and deadlines are only binding if expressly designated as binding in the individual case.

2.3 The Contractor is entitled to have all or part of the tasks assigned to him performed by third parties. Payment of the third party shall be made exclusively by the Contractor. No direct contractual relationship of any kind shall arise between the third party and the Client.

2.4 The Client undertakes not to enter into any business relationship of any kind—during the term of this contractual relationship and for three years after its termination—with persons or companies used by the Contractor to fulfill his contractual obligations. The Client shall, in particular, not commission these persons or companies with services identical or similar to those offered by the Contractor.

3 Client's duty to provide information / Declaration of Completeness

3.1 The Client shall ensure that the organizational framework conditions at his business premises allow the Consultant to work without disturbances and in a manner conducive to a rapid consulting process.

3.2 The Client shall comprehensively inform the Contractor about previous and/or ongoing consulting activities—also in other specialist areas.

3.3 The Client shall ensure that all documents necessary for the fulfillment and execution of the consulting assignment are provided to the Contractor in a timely manner, even without special request, and that the Contractor is informed of all events and circumstances relevant to the execution of the assignment. This also applies to all documents, events, and circumstances that become known only during the Consultant's activity.

3.4 The Client shall ensure that its employees and any legally established employee representation (works council) are informed about the Consultant's activities before commencement.



4 Safeguarding independence

4.1 The contractual parties commit themselves to mutual loyalty.

4.2 They undertake to take all measures suitable to prevent endangering the independence of third parties engaged and employees of the Contractor. This particularly applies to offers by the Client of employment or contracts performed on the Client's own account.

5 Reporting

5.1 The Contractor undertakes to report to the Client on his work, that of his employees, and, where applicable, third parties commissioned, in line with the progress of the assignment.

5.2 The Client shall receive the final report within a reasonable period, i.e., two to four weeks after completion of the assignment, depending on the nature of the consulting task.

5.3 In producing the agreed work, the Contractor is free from instructions, acts at his own discretion and responsibility, and is not bound to a specific place or time of work.

6 Protection of intellectual property

6.1 The copyrights to the works created by the Contractor, his employees, and third parties (in particular, offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) remain with the Contractor. They may be used by the Client during and after termination of the contractual relationship exclusively for purposes covered by the contract. The Client is not permitted to reproduce and/or distribute the work(s) without express consent of the Contractor. Unauthorized reproduction/distribution shall not give rise to any liability of the Contractor—particularly regarding correctness—for third parties.

6.2 Violation of these provisions entitles the Contractor to immediate premature termination of the contractual relationship and to claim further legal rights, in particular injunctive relief and/or damages.

7 Warranty

7.1 Regardless of fault, the Contractor is entitled and obliged to correct any inaccuracies or defects that become known in his services. He shall inform the Client thereof without delay.

7.2 This claim of the Client expires six months after provision of the respective service at the latest.

8 Liability

8.1 The Contractor shall be liable to the Client for damages only in cases of gross negligence (intent or gross negligence). This applies analogously to damages caused by third parties engaged by the Contractor.

8.2 Claims for damages by the Client must be asserted in court within six months of knowledge of the damage and the damaging party, but no later than one year after the event giving rise to the claim.

8.3 The Client must prove that the damage is attributable to the Contractor's fault.

8.4 If the Contractor provides the work with the assistance of third parties and warranty and/or liability claims arise against these third parties, the Contractor assigns such claims to the Client. In this case, the Client must first assert claims against these third parties.



9 Confidentiality / Data Protection

9.1 The Contractor undertakes to maintain strict confidentiality regarding all business matters that come to his knowledge, in particular trade and business secrets and any information regarding the nature, scope, and practical operations of the Client.

9.2 Furthermore, the Contractor undertakes to maintain confidentiality towards third parties regarding the entire content of the work and all information and circumstances received in connection with its preparation, including data of the Client's customers.

9.3 The Contractor is released from the confidentiality obligation towards any assistants or representatives he employs but must impose full confidentiality on them and is liable for their breach as for his own.

9.4 The confidentiality obligation is unlimited in time, extending beyond the termination of this contract. Exceptions apply only in cases of statutory obligations to testify.

9.5 The Contractor is entitled to process personal data entrusted to him within the scope of the contractual relationship. The Client warrants that all necessary measures—particularly those required under data protection law, such as declarations of consent—have been taken.

10 Fees

10.1 Upon completion of the agreed work, the Contractor shall receive a fee according to the agreement/offer between the Client and the Contractor. The Contractor is entitled to issue interim invoices corresponding to the progress of work and request progress-related advance payments. Fees become payable upon invoicing by the Contractor. Any deviation from this payment modality must be expressly agreed in the individual case.

10.2 The Contractor shall issue invoices entitling the Client to deduct input tax, including all legally required details.

10.3 Cash expenses, disbursements, travel costs, etc., shall be reimbursed by the Client upon invoicing by the Contractor.

10.4 If the agreed work is not performed for reasons attributable to the Client, or due to a justified premature termination by the Contractor, the Contractor retains the right to payment of the full agreed fee minus saved expenses.

10.5 If interim invoices are not paid, the Contractor is released from the obligation to continue providing services. Any additional claims arising from non-payment remain unaffected.

11. Electronic Invoicing

11.1 The Contractor is entitled to send invoices to the Client electronically. The Client expressly agrees to the electronic transmission of invoices, which may be encrypted upon request.

12. Duration of the Contract

12.1 This contract generally ends upon completion of the project.

12.2 Notwithstanding this, the contract may be terminated at any time by either party without notice for important cause. Important cause includes in particular:



material breach of contractual obligations by a party,
a party falling into arrears with payment after insolvency proceedings have been opened,
justified concerns about the creditworthiness of a party not subject to insolvency proceedings, where such party neither provides advance payments nor offers suitable security upon the Contractor's request, and the poor financial condition was unknown at the time of contracting.

13. Final Provisions

13.1 The contractual parties confirm that they have provided all information in this contract truthfully and conscientiously and undertake to notify each other of any changes immediately.

13.2 Amendments to the contract or these General Terms and Conditions must be made in writing; this also applies to any waiver of this requirement. No verbal side agreements exist.

13.3 This contract is governed by Austrian law, excluding conflict-of-law rules. The place of jurisdiction shall be Vienna, Inner City.

