

# General Terms and Conditions

## Software products and IT services (B2B)

Effective January 2024

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## PREAMBLE

This agreement is entered into freely and voluntarily by all parties and without duress or undue influence. Now wherefore parties agree to the following terms and conditions by ordering and using the products and services purchased from DIVU. In addition, this contract shall be binding on all parties hereto.

The terms and conditions herein reflect the operations and manner in which these affirmation company DIVU business works. The laws applicable to this company are a reflection of the ideals which are deemed to be reflected to be true. As a result, these terms and conditions help define DIVU relationship with you as you interact with our services.

The terms and conditions presented herein below are binding on all parties subject to the conclusion of any service and or performance subjected herein. The terms and conditions in amplification herein cannot be waived by either party privy to the contract. There are no other contracts whatsoever. All agreements deviating from these General Terms and Conditions are hereby null and void.

Whereby it is agreed as follows:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Definitions

In this Agreement, unless clearly inconsistent with or otherwise indicated by the context.

- 1.1.1. "General Terms and Conditions" or "GTC" reflect the terms and conditions which apply;
- 1.1.2. "Agreement" or "Contract" means the Agreement set out in this document and in the Annexures hereto;
- 1.1.3. "Business" means the business of Companies as at the date of signature hereof;
- 1.1.4. "Business Day" means all days running concurrently from Monday to Friday excluding Saturday, Sunday and or any recognized public holiday in Austria;
- 1.1.5. CLAIMS
- 1.1.6. "Commercial Code" means the Austrian Companies Act ("UGB" or "Unternehmensgesetzbuch"), as amended;
- 1.1.7. "Civil Code" or "General Civil Law" means the Austrian Civil Code ("ABGB" or "Allgemeines Bürgerliches Gesetzbuch"), as amended;
- 1.1.8. "Parties" means the Seller, the Purchaser, the Client and the Companies;
- 1.1.9. "The Seller" or "the Contractor" mean DIVU GmbH, Registration Number FN603881k or its nominee;
- 1.1.10. "Sales Asset" means something or someone that is offered by the Contractor.
- 1.1.1. "The Purchaser" or "the Client" means the natural person or juristic person that represents any kind of a company.
- 1.1.2. "Companies" as per the definition as promulgated in the Commercial Code;
- 1.1.11. "EUR" or "€" or "Euro" means the lawful currency of Austria

- 1.1.12. "Product" or "Good" shall mean all products that are planned, researched, developed, tested, manufactured, sold, licensed, leased or otherwise distributed or put into use by the Contractor.
- 1.1.13. "Service" means the unique work done by the Contractor.
- 1.1.14. "By-laws" means the rule which controls the way DIVU is run. In addition, it also means the law made by a local authority and which applies only in their area.
- 1.1.15. "Transfer" means any kind of information that transfers from the Contractor to the Purchaser and vice versa.
- 1.1.16. "Software" or "App" or "Operating System" reflect to be a computer program.
- 1.1.17. Service Level Agreement (SLA)
- 1.1.18. Acquisition
- 1.1.19. Licence
- 1.1.20. Commission
- 1.1.21. Miscellaneous services
- 1.1.22. "VAT" means Value Added Tax as per Austrian legislation.

## 1.2. Interpretations

The headings of the clauses in this Agreement are for the purpose of reference and convenience only and shall not be used in the interpretation of nor modify nor amplify the terms of this Agreement nor any clause hereof and unless the context otherwise requires.

- 1.2.1. Words indicating the singular includes the plural and vice versa;
- 1.2.2. Words indicating a gender include any gender;
- 1.2.3. An expression indicating a natural person includes any company, partnership, trust, joint venture, association, corporation and any other body corporate and the state;
- 1.2.4. A reference to a statute, regulation, proclamation, ordinance or by-law includes all statutes, regulations, proclamations, ordinances or by-laws amending, consolidating or replacing it, and a reference to a statute includes all regulations, proclamations, ordinances and by-laws issued under the statute;
- 1.2.5. A reference to a document includes all from both sides signed amendments or supplements to, or replacements or novation's of that document;
- 1.2.6. Any reference in this Agreement to "date of signature hereof" shall be read as meaning a reference to the date of the last signature to this Agreement;
- 1.2.7. Any reference to an enactment is to that enactment as at the date of signature hereof and as amended or re-acted from time to time;
- 1.2.8. If any provision in clause 1.1. is a substantive provision conferring rights or imposing obligations on any Party, notwithstanding that it is only in such clause, effect shall be given to it as if it were a substantive provision in the body of this Agreement;
- 1.2.9. When a number of days is prescribed in this Agreement, same shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day in Austria, in which case the last day shall be the next succeeding day which is a Business Day in Austria;
- 1.2.10. Where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail;

- 1.2.11. Expressions defined in this Agreement shall bear the same meaning in any Schedules or Annexures to this Agreement which do not themselves contain their own conflicting definitions;
- 1.2.12. The expiration or termination of this Agreement shall not affect such of the provisions of this Agreement as expressly provide that they will operate after any such expiration or termination or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the clauses themselves do not expressly provide for this;
- 1.2.13. The rule of construction that a contract shall be interpreted against the party responsible for the drafting or preparation of the contract, shall not apply;
- 1.2.14. The *eiusdem generis* rule shall not apply and whenever a term is followed by the word "including" which is followed by specific example, such examples shall not be construed so as to limit the meaning of that term; and
- 1.2.15. Any reference in this Agreement to a party shall, if such party is liquidated, sequestrated or placed under judicial management, be applicable also to and binding upon that party's liquidator, trustee or legal successor, as the case may be.
- 1.2.16. Exceptio non adimpleti contractus: Parties bound by a mutual contract may refuse to perform his part until the other party has performed his part, unless the former party is bound to perform his part first.

## **2. BACKGROUND**

- 2.1. DIVU provides data analytics solutions as a service. The company uses its experience to analyse public and private data and provide insights on it.
- 2.2. The Parties now agree on the terms and conditions set out in this Agreement.

Wherefore parties subject to the terms and conditions as stipulated in this agreement, bind their conscious to the subjected stipulations herein below.

## **3. PURCHASE AND TRANSFER OF SALE ASSETS**

- 3.1. The Seller hereby sells to the Purchaser, and the Purchaser hereby buys from the Seller the Sale Assets on the terms, and subject to the conditions provided for in this Agreement.

# AGREEMENT

## 1. SCOPE AND VALIDITY OF THE CONTRACT

1.1. All orders and agreements shall only be legally binding insofar as these are signed in writing with the legally binding signature of the company of the Contractor and any other contracting party and shall only obligate to the extent stated in the acceptance of order. Purchase conditions of the Client shall herewith be excluded for the respective legal transaction and the entire business relationship. All offers are generally non-binding. The contractual language in this agreement is German. All other information and settlements shall be offered in German as a matter of principle. The headings used in these GTC are for convenience only and are not to be taken into account in the interpretation.

## 2. PERFORMANCE AND TESTING

2.1. The subject of an order may be but not limited to, namely:

- Preparing organisational concepts
- Global and detail analyses
- Purchase of usage rights for software products including Service Level Agreement (SLA)
- Purchase of usage rights for online/cloud services including Service Level Agreement (SLA)
- Delivery of library (standard) products (programs and services)
- Compiling of individual programmes (software and services)
- Acquisition of licences to use works
- Participation in commissioning
- Development of organizational concepts
- Global and detailed analyses
- Software consulting service
- Software maintenance
- Miscellaneous services

2.2. Individual organizational concepts and programmes shall be created depending on the nature and volume of binding information, documents and resources provided in full by the Client. These shall include sufficient practical test data and test facilities provided by the Client in due time, during normal working hours and at their own expense. Should the system be provided by the Client for the test work in regular operation, it shall be incumbent upon the Client to secure the regular data.

2.3. The development of individual programmes shall be based on the written performance description chargeable created by the Contractor by means of the documents and information provided to them and/or that the Client provides. The Client shall review this performance description in terms of accuracy and completeness and mark it with a sign of acceptance. Subsequent change requests may lead to separate schedule and price agreements.

- 2.4. The Client shall accept the respective programme package of individually developed software and/or programme adaptations four weeks after delivery at the latest. The Client shall verify acceptance on record. (Checks for accuracy and completeness by means of the performance description accepted by the Contractor using the test data mentioned in Clause 2.2.). Should the Client let the four-week period pass without acceptance, the delivered software shall be considered as accepted on the end date of the stipulated period. In any case, the software shall be considered as accepted should it be used in real operation by the Client. The acceptance without reproach within the meaning of the Austrian Commercial Code shall be deemed to have occurred. Any defects, that is to say deviations from the performance description agreed upon in writing, shall be reported to the Contractor in written form and with sufficient documentation by the Client; the Contractor shall make efforts to quickly rectify the defects. Should substantially defects, which are reported in writing, occur, i.e. real operation cannot be started or continued, new acceptance shall be necessary after rectification of defects. The Client shall not be entitled to refuse acceptance of software due to unsubstantial defects.
- 2.5. When ordering library (standard) programmes or services, the Client shall confirm knowledge of the scope of services of the ordered programmes upon ordering. In general, the legal regulations of §§ 373 ff Austrian Commercial Code as well as §§ 1151 Austrian Civil Code are valid. The Contractor is not liable if the Client orders the incorrect product and or service. The contractor is only liable for the realisation of the ordered product. Additional services must be agreed in writing.
- 2.6. The Contractor shall perform according to Austrian law; the contractual relationship between the Contractor and the Client shall be governed by Austrian law to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 2.7. Should it become obvious during the course of work that fulfilment of the order, according to the performance description, is actually or legally impossible, the Contractor shall immediately notify the Client thereof. Should the Client not adapt the performance description accordingly and/or not create conditions that make possible fulfilment, the Contractor may refuse fulfilment. Should the inability of fulfilment be caused by default of the Client or by a retrospective change of the performance description by the Client, the Contractor shall be entitled to withdraw from the contract. The Client shall reimburse the Contractor any costs and expenses incurred for the work of the Contractor so far as well as for possible disassembly costs.
- 2.8. All deliveries of digital content and products are generally made electronically. A dispatch of program carriers, documentations and service descriptions shall take place at the cost and risk of the Client. Further training and explanations requested by the Client shall be invoiced separately. Insurances shall only be obtained at the request of the Client.
- 2.9. We expressly indicate that a barrier-free design, as defined by the Austrian Federal Law on Equality of Persons with Disabilities (Austrian Federal Disability Discrimination Act –

Österreich BGBl I 32/2018) is not included in the quote, unless this was separately/individually requested by the Client. Should a barrier-free design not have been agreed upon, it shall be incumbent upon the Client to check the admissibility of the service with regard to the Federal Disability Discrimination Act. Moreover, the Client shall check the content they provide in regard to legal admissibility, particularly in terms of competition, brand, administrative law and copyright. The Contractor shall not be liable to the Client in cases of minor negligence or after fulfilling a possible duty to warn for the legal admissibility of content provided by the Client.

The legal age of persons who can enter the agreement is 18 (eighteen) years. The following person is excluded to enter the contract: incompetent, not of sound mind, seen as an unfit proper person as ordered by court, insolvents and protocols and anyone under curatorship unless duly appointed curator bones or curator ad lietem.

### **3. PRICES, TAXES AND FEES**

- 3.1. All prices shall be calculated in Euros excluding VAT. These shall only apply for the respective current order. The place of fulfilment is the registered office of the Contractor, i.e. Rinnegg. Expenses for programme media (e.g. CDs, HDDs, SSDs, USB sticks, etc.) as well as documents and possible contract fees shall be invoiced separately.
- 3.2. For library (standard) programmes, the list prices valid on the day of delivery shall apply. For all other services (organisational consultation, programming, initial training, adjustment support, telephone consultation, etc.), the work shall be invoiced according to the rates effective on the day of performance. Deviations to the time required as provided by contractual pricing, which is not attributable to the Contractor, shall be invoiced according to actual time required.
- 3.3. A draft invoice of projections will be sent to the client for his cost estimate and approval subject to alterations.
- 3.4. Costs for travel expenses, daily and accommodation allowances shall be separately invoiced to the Client at the respectively valid rates. Travel time shall be considered working hours.

### **4. DELIVERY DATE**

- 4.1. The Contractor shall endure to meet the agreed dates of performance (completion) as closely as possible in so far as the prospective goal and or performance is reasonable.
- 4.2. It shall only be possible to meet the intended deadlines of fulfilment provided the Client provides the Contractor with all necessary and complete work and files by the stated deadlines, particularly, the accepted performance description as stipulated in Clause 2.3., and provided the Client meets their obligation of cooperation to the necessary extent.



The Contractor shall not be liable for delivery delays or cost increases caused by incorrect, incomplete, or retrospectively changed statements or information and/or documents provided that lead to arrears of the Contractor. The Client shall bear any additional costs incurring therefrom.

- 4.3. The Contractor shall be entitled to make partial deliveries and/or partial invoices for orders consisting of several units and/or programmes.

## **5. PURCHASE AND TRANSFER OF SALE ASSETS**

- 5.1. The Contractor hereby sells to the Client, and the Client hereby buys from the Contractor the Sale Assets on the terms, and subject to the conditions provided for in this Agreement.

## **6. PAYMENT**

- 6.1. The invoices issued by the Contractor, including value added tax, shall be paid within 14 (fourteen) days of receipt of the invoice without deductions and free of charges.

In case of partial invoices, the payment conditions agreed upon for the entire order shall apply by analogy. In the event of default in payment, interest on arrears shall be charged from the due date of the claim at the statutory rate (in the case of transactions between companies, however, expressly 13,88% above the respective base interest rate of the Austrian National Bank).

Furthermore, in the event of default in payment in the case of business-to-business transactions, compensation for collection costs of a flat rate of € 40.00 shall be charged. Any further (legal) claims shall remain unaffected. A set-off of own claims is inadmissible, as far as the claim is not undisputed or not legally established or is not in connection with the liabilities of the customer.

- 6.2. In the case of orders comprising several units (e.g. programs and/or training, realization in partial steps), the Contractor shall be entitled to invoice after delivery of each individual unit or service.
- 6.3. Compliance with payment deadlines agreed upon shall form a crucial condition for the performance of deliveries and/or contractual fulfilment by the Contractor. Non-compliance with the agreed payments shall entitle the Contractor to stop ongoing work and to withdraw from the contract. The Client shall bear all expenses related to this as well as loss of profit of the Contractor.

In case of payment arrears, the standard base interest rate shall be charged. Should two instalments (in case of partial payments) not be paid, the Contractor shall be entitled to have immediate maturity come into effect and to render any notes payable due for payment.

- 6.4. The Client shall not be entitled to withhold payments due to incomplete overall deliveries, warranty or guarantee claims or defects.

- 6.5. As is common in Austrian law, the date of payment shall be the date of receipt of payment on the Contractor's account.

## **7. COPYRIGHT AND USE**

- 7.1. After payment of the remuneration agreed, the Contractor shall grant the Client a non-exclusive, non-transferrable, non-sub-licensable and indefinite right to use the software for the hardware specified in the contract to the extent of the purchased licenses, for the simultaneous usage thereof at several workplaces and the right to use all work results based on the contract of the Contractor for in-house use. The Contractor shall retain all other rights.  
Involvement of the Client in the creation of software shall not entitle them to acquire any rights beyond use of the product as set forth in the Contract. Each infringement of the copyright of the Contractor shall result in claims for damages, in which case full amends are to be made.
- 7.2. The Client shall be permitted to make copies for archiving and data security purposes subject to the condition that the software contains no express ban of the licensor or a third party, and that all copyright and ownership notices shall be transferred to the copies without alteration.
- 7.3. Should the disclosure of the interfaces be necessary to produce the interoperability of the software covered by this Contract, the Client shall separately request this from the Contractor for a fee. Should the Contractor not meet this request and decompilation take place according to the Austrian Federal Law on Copyright, the results shall only be used to establish interoperability. Malpractice shall lead to damages.
- 7.4. Should the Contractor provide the Client with software, whose licensee is a third party (e.g. standard software by Microsoft), the right of usage shall be provided by the license conditions of the licensee (manufacturer). The Contractor is not liable for the functionality of third party services.

## **8. RIGHT OF WITHDRAWAL**

- 8.1. The Client shall be entitled to withdraw from a respective order by letter sent by registered post, should the agreed delivery deadline not be met due to the sole fault or illegal actions of the Contractor provided that the agreed service is not performed to a considerable extent within an adequate grace period and the Client is not at fault.
- 8.2. Force majeure, work conflicts, natural disasters and transport bans, as well as other circumstances outside of the influence of the Contractor, shall release the Contractor from their obligation to delivery and/or shall allow them to determine a new delivery deadline.

It shall only be possible for the Client to cancel an order with written consent of the Contractor. Should the Contractor agree to cancellation of an order, they shall be entitled to charge a cancellation fee to the amount of 30% of the overall project order value not yet invoiced in addition to the services already rendered and costs incurred.

## 9. SERVICE AND NOTICE

- 9.1. The parties choose as their domicil citandi et executandi for all purposes under this agreement, whether in respect of court process (1), notices or other documents or communications of whatsoever nature (including the exercise of any option, the following addresses:
- 9.2. Physical Postal  
E-Mail: office@divu.tech  
Address: DIVU GmbH, Panoramaweg 32, 8061 Rinnegg, AUSTRIA
- 9.3. A notice or communication given in terms of this agreement shall be valid and effective only if in writing.
- 9.4. Any / either party may by notice to the other party change the physical address chosen as its domicillia citandi et executandi vis-à-vis that party to another physical address where postal delivery occurs in or or its postal address or fax number or e-mail address, provided that the change shall become effective vis- à-vis that addressee on the 1st (first) business day after the deemed receipt of the notice by the addressee.
- 9.5. Any notice to a party:
- 9.5.1. sent by prepaid registered post (by airmail if appropriate) in a correctly addressed envelope to the party at an address chosen as its domicillia citandi et executandi to which post is delivered shall be deemed to have been received on the ... business day after posting (unless contrary is proved);
  - 9.5.2. delivered by hand to a responsible person during ordinary business hours at the physical address chosen as the party's domicillia citandi et executandi shall be deemed to have been received on the day of delivery;
  - 9.5.3. sent by fax to the party's chosen fax number, shall be deemed to have been received on the date of dispatch (unless the contrary is proved);
  - 9.5.4. sent by e-mail to the party's chosen e-mail address, shall be deemed to have been received on the date of dispatch (unless the contrary is proved).
- 9.6. Notwithstanding anything to the contrary herein contained a written notice or communication actually received by a party shall be adequate written notice or communication to it notwithstanding that it was not sent to or delivered at its chosen domicillium citandi et executandi.

## 10. WARRANTY, MAINTENANCE AND MODIFICATIONS

The place of fulfilment is the registered office of the Contractor in Austria.

- 10.1. The Contractor shall guarantee that the software fulfils the functions according to the respective documentation, insofar as the software is used on the operating system stipulated in the contract.

- 10.1.1. Prerequisites for error correction shall be that:
- The Client sufficiently describes the error in an error message and that this is definable for the Contractor.
  - The Client provides the Contractor with all documents necessary for the correction of the error.
  - The Client or an affiliated third party has not interfered with the software
  - The software is used according to the designated conditions of use as stipulated in the documentation.
  - The Client contacts the Contractor within 5 (five) business days
  - The Client needs to consult the Contractor to provide a concept how to solve the error. If any third or independent party is consulted with the error, the Contractor has the right to withdraw from the warranty.

10.1.2. In the case of warranty, improvement shall in any case have priority over price reduction or dissolution of the contract. In the event of a justified and timely notice of defects within the meaning of Section 377 of the Austrian Commercial Code (UGB), the defects shall be remedied within a reasonable period of time, whereby the Customer shall enable the Contractor to take all measures necessary for the examination and remedying of the defects.

Section 924 of the Austrian Civil Code 'Assumption of Deficiency' shall be excluded.

10.2. The Client shall bear the costs for assistance, incorrect diagnosis, correction of errors and emergency maintenance attributable to the Client as well as other corrections, changes and additions. This shall also apply to rectification of deficiencies, should the Client or a third party make programme changes, additions, and other interferences.

10.3. Furthermore, the Contractor shall not be liable for errors, disruptions or damage caused by improper use, changes in components of the operating system, interfaces or parameters, the use of inadequate organisational means or data storage media (as far as these are required), abnormal operating conditions (particularly deviations of installation and storage conditions) or transport damage.

10.4. The Client shall lose any guarantee from the Contractor for programmes that are retrospectively changed by in-house software engineers or third parties.

10.5. Insofar as changing or adding to existing programmes forms the subject matter of an order, the guarantee shall apply to the change or addition. The guarantee for the original programme shall not be renewed by this.

10.6. Warranty claims shall lapse after 6 (six) months from transferral.

10.7. The seller warrants and represents that:

- 10.7.1. he is the beneficial owner of the software which are fully paid;
- 10.7.2. the Seller is able to deliver to the Purchaser good title in and to the license of the said product 4.1. the books and records of the company accurately reflect, in accordance with accepted accounting principles, its financial affairs and all the transactions to which it has been a party;

- 10.7.3. the Company is not engaged in any income tax appeals, arbitration or criminal proceedings, labour disputes, competition or consumer commission enquiries or any other tribunal enquiries or litigation other than proceedings for the collection of debts from debtors in the ordinary course of business;
- 10.7.4. the Seller is not aware of any matter in respect of the software or the Company or the Property which would have any bearing on the acquisition by a Purchaser of the Shares/Equity.

## **11. LIABILITY**

- 11.1. The Contractor shall only be liable to the Client for damage the Contractor verifiably causes in cases of gross negligence. This shall also apply mutatis mutandis to damage caused by third parties brought in by the Contractor. In case of bodily injuries caused by the Contractor, the Contractor shall be liable without limitation.
- 11.2. Liability for indirect damage, e.g. loss of profit, costs related to interruptions, data losses or claims of third parties, shall be expressly excluded.
- 11.3. Claims for damages shall lapse according to legal provisions, however, at the latest after one year starting from the knowledge of the damage and the person responsible for this.
- 11.4. Should data backup be expressly agreed upon as a service, liability for the loss of data shall not be excluded, deviating from Clause 10.2, however, restoration of the data shall be limited to a maximum of 10% of the total order sum per case of damage, however, with an overall maximum of EUR 15,000. Further claims for damages and guarantees of the Client than those stipulated in this Contract shall be excluded, regardless of legal basis.

## **12. LOYALTY**

- 12.1. The contractual partners agree to mutual loyalty. Both shall refrain from headhunting and employing, even via third parties, employees of the respective other contractual partner, who work on the fulfilment of orders, for the term of contract and twelve months after the contract terminates. Any contractual partner infringing this clause shall be obligated to pay lump-sum indemnification to the amount of one annual salary of the  
employee.

## **13. NON-DISCLOSURE**

The Parties agree that they will disclose written or verbal information of a confidential nature about:

- 13.1. As per the nature of works contracts, the contractor is entitled to have other independent third parties substitute them in order to fulfil the contract. This differs from the use of in-house auxiliary persons (e.g. salaried staff of the contractor) attributable to the contractor in any case.

- 13.2. There will be no disclosure or use of confidential information, without permission. The confidential information is a valuable asset that belongs to the disclosing party.
- 13.3. Confidential information may not be disclosed to any third party. Information may only be disclosed to employees and/or agents; or if required by law, and such employees and/or agents must bind themselves to this agreement.
- 13.4. If it is legally required for either party to disclose confidential information, the other party must be informed of this in writing. The Party required to make the disclosure will only do so to the extent that it is compulsory.
- 13.5. If it is legally required for either party to disclose confidential information, the other party must be informed of this in writing. The Party required to make the disclosure will only do so to the extent that it is compulsory.
- 13.6. No warranties, representations or undertakings will be valid or relied on, unless placed in writing and signed by both parties. No changes to this agreement will be valid or have force or effect unless placed in writing and signed by both parties.
- 13.7. No party may directly or indirectly make an offer employment to or request an interest from an employee or agent of the other party, for a least 1 (one) year of signing this agreement and for at least 1 (one) year after its termination.
- 13.8. The Courts of the Republic of Austria have jurisdiction over any dispute resulting from this agreement.
- 13.9. Should either Party breaches the terms of this agreement, the other may enforce its rights by means of any available legal remedy (including but not limited to interdict, mandatory order of court or civil claim).
- 13.10. Should any term or condition of this contract be declared invalid or unenforceable, the term or condition will be deleted, and will not influence the validity of the remaining provisions.
- 13.11. The Parties must deliver all legal documents, notices or other communications to the addresses provided and indicated as domicilium citandi et executandi.
- 13.12. The Parties may send any non-legal documents, notices or other communication via Email, but must attach a "read receipt" to each mail sent, to provide confirmation that the communication has been received and read.
- 13.13. The Contractor shall obligate their employees to fulfil the provisions stipulated in Section 6 of the Austrian Data Protection Act.

#### **14. SEVERABILITY CLAUSE**

- 14.1. Should clauses of this Contract be or become invalid, this shall not affect the validity of remaining subject matter of the Contract. The contractual partners shall cooperate in

order to find a regulation which comes as close as possible to the intention of the invalid clauses.

## **15. ADVERTISING, REFERENCE**

15.1. The Agent (Management Consultant) shall be entitled to refer to the Client on all advertising media and in all advertising measures, without the Client being entitled to any remuneration for this.

The Contractor (management consultant) is entitled to refer to the client (name, address, website, e-mail and company logo and the like) on its own website and in other advertising material. The principal may revoke his reference at any time. Existing advertising material including the reference does not have to be destroyed after the revocation.

## **16. FINAL PROVISIONS**

16.1. These GTC and the contracts to be concluded incorporating these GTC shall be governed by Austrian substantive law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (UN Sales Convention). The parties agree on the exclusive jurisdiction of the competent court in Austria. The place of performance shall be the Contractor's registered office. All other agreements on the place of jurisdiction are invalid.

16.2. Amendments to the contract and these General Terms and Conditions must be made in writing, as must any waiver of this formal requirement. Verbal subsidiary agreements do not exist.

## **17. NOTICE**

17.1. In addition, for projects an agreement concerning data processing by a processor in accordance with Art. 28 GDPR will be signed.