

GENERAL TERMS AND CONDITIONS

Version 05/2022

1. General information/range of application

1.1 The General Terms and Conditions (abbreviated to GTCs) apply to all transactions between the client and the consignee (**INTRINSIC COMMUNICATIONS**, in short **IC**). The version is applicable from the point of closure of the contract.

1.2 These GTCs are also valid for all contractual relationships in additional contracts, even when not mentioned explicitly.

1.3 General Terms and Conditions of the client are invalid, unless specifically approved in writing by **IC**.

1.4 In the case of individual terms of these GTCs are/or become ineffective, this does not affect the validity of the remaining terms and the contracts agreed under these terms. The ineffective term must be replaced by an effective term which is close to the meaning and the commercial purpose thereof.

2. Extent of the consulting order/proxy

2.1 The extent of a firm consulting order will be contractually agreed as an individual case. The basis for the contract conclusion is the respective offer or the order of the client where the scope of services and compensation are recorded. The offers of **IC** are without obligation and not binding.

2.2 **IC** is entitled to perform services as a whole or partly through a third party. The payment to the third party is to be carried out solely by **IC** themselves. A direct contractual relationship between the third party and the client does not arise.

2.3 The client commits himself, during and until 3 years after the end of the contract, not pursue business with persons or companies which serve **IC** to fulfil the contractual duties. The client will not order any consulting services or similar consulting services offered by **IC** from these persons or companies.

3. Duty of disclosure of the client/ letter of representation

3.1 The client is to ensure that the organizational framework conditions allow a speedy, undisturbed consulting process at his/her place of business.

3.2 The client will inform **IC** comprehensively about previously as well as ongoing conducted consultancies, that have taken/ are taking place even in other areas of expertise.

3.3 The client is to make sure, that **IC** receives all necessary documentation, which are needed for the implementation and execution of the consultancy order in time. Also the client is to make sure to inform **IC** of all procedures and circumstances which are important for the implementation of the consultancy order. This also applies for all documentation, procedures and circumstances which come to light during

the consultancy.

3.4 The client is to make sure that his employees and the legally provided employee representation (unions) are informed before the start of the consultancy through **IC**.

4. Protection of independence

4.1 The contractual partners are obliged to remain mutually loyal.

4.2 The contractual partners are obliged mutually, to make all arrangements that are suitable to protect the independence of the instructed third party and personnel of **IC**. This is valid especially for offers by the client's own accounts or taking over of orders at his own expense.

5. Corporate reporting/ obligation to report

5.1 **IC** is obliged to report to the client about the work in progress of its employees and if applicable also from third party.

5.2 **IC** is not bound by instructions while creating the agreed work. **IC** acts on its own discretion and on its own responsibility. The employees are not indentured to a specific place of work or specific time of work.

6. Protection of the intellectual property

6.1 The copyrights of **IC**, its employees' and assigned third parties' produced work (especially offers, reports, analyses, various concepts, surveys, organisation charts, programmes, performance records, drafts, calculations, drawings, data carriers etc) remain with **IC**. They are permitted to be used by the client during and after the end of the contract exclusively for the purposes of the contract. The client is not entitled to copy and/or distribute the work without the explicit consent by **IC**. Under no circumstances does an accountability arise by **IC** through the unlawful copying/ distribution of the work. Especially for the accuracy of the work vis-à-vis a third party.

6.2 The client's violation against these regulations entitles **IC** to the immediate termination of the contractual relationship and enforcement of other legal requirements especially to refrain and/or compensation

7. Guarantee

7.1 **IC** is regardless of fault committed and liable to correct any known errors and shortcomings of its performance. **IC** will inform the client immediately.

7.2 This entitlement of the client ceases after six months after provision of the relevant service.

8. Liability/ Indemnity

8.1 IC is liable to the customer for damages except personal injury only in the case of culpable negligence. This is also valid in turn for damages, which occurred through third parties called in by the consultant.

8.2 Legal claims for damages by the client can only be made within two months from knowledge of the damage and origin of loss, at the latest within two years after the event for which the claim is made.

8.3 It is on the onus of the client to prove that the damage is caused by the consultant.

8.4 In case IC should undertake the work via a third party and there arise guarantee and/or liability claims against the third party, IC will forward the claims to the client. The client will therefore make claims primarily to the third party.

9. Deadlines

9.1 Delivery of performance periods are regarded as estimates and are not binding unless agreed explicitly as obligatory. Obligatory agreements for deadlines have to be confirmed in writing by IC.

9.2 Should there be a delay of the delivery/performance for reasons that are beyond IC's control, e.g. force majeure and other unforeseeable events that cannot be avoided by using reasonable measures, the performance duties are in abeyance for the duration and the scope of the hindrance. The deadlines will be extended therefore accordingly.

9.3 The same is valid in case of delays by the client's failure to provide documentation or information in time.

9.4 If the consultancy causes the delay, the client can back out of the contract only if he provides the consultancy with an adequate additional period of a minimum of 14 days and this period has ended without success. Indemnity claims by the client because of failure of performance or delay are excluded unless of proof of intention or gross negligence.

10. Confidentiality/ Data Protection

10.1 IC is obliged to absolute confidentiality regarding all information such as business affairs, especially business secrets, trade secrets, and any information received about the client, such as size of the company and general activity.

10.2 Furthermore, IC is obliged to absolute confidentiality towards third parties regarding the whole contents of the work as well as information and circumstances which come to notice in the context of the details of the work, especially also regarding the data of the client's customers and third parties.

10.3 IC is excused from the obligation of secrecy against possible subsidiaries and representatives. IC has to transfer the obligation of confidentiality completely onto these bodies and is liable for its violation against the obligation of confidentiality as well as for its own violation.

10.4 The obligation of secrecy continues indefinitely after the end of the contract. Exceptions are disclosure in the case of legal duties.

10.5 IC is entitled to process personnel data entrusted to them in the parameter of the purpose of the contractual relationship. The client guarantees the consultant that all required measures have been adhered to regarding the data protection law, such as declarations of consent by the persons concerned.

11. Fees

11.1 After completion of the agreed work, IC will receive a fee according to the agreement between the client and IC. IC is entitled to issue monthly invoices and/or to demand advance payments in accordance

with the work progress. The fee is due according to the invoice issued by IC.

11.2 IC will issue an invoice which is eligible for deduction of tax. It will be issued in accordance with all legal requirements.

11.3 Accrued cash expenses, out-of-pocket expenses, travel expenses, etc must be compensated additionally by the client against invoicing by IC.

11.4 In case of cancellation of projects at short notice a fee of 20% until five days before the agreed date and 50 % until two days before the agreed date incurs.

11.5 Tenders issued by IC are in principle without obligation. If it is possible that the final costs could be higher by 10 % compared with the costs estimated in writing by IC, IC will advise the higher costs to the client. The cost overrun is valid as agreed by the client, if the client does not object in writing within five days and does not disclose cheaper alternatives at the same time. In case of a cost overrun up to 10 %, a separate notification will not be necessary. This exceeded cost estimate is agreed by the client in advance.

11.6 In case of cancellation, all preliminary work, such as creative, conceptual and organizational services carried out by IC, are due in full.

11.7 Travel costs incurred when travelling for the implementation of the contract will be charged by time, plus €0,50 per kilometre and out-of-pocket expenses. Travel times include waiting times, if delayed or prevented by another activity. There can be a possibility of an individually agreed out-of-pocket consolidation.

11.8 Should the agreed work cease due to the actions of the client or the legitimate early termination of the contract by IC, IC will retain the claim for payment of the agreed fee in full, minus the saved expenditures. In case an hourly fee has been agreed, the fee must be paid for those numbers of hours that had to be expected for the whole agreed work, less the saved expenses. The saved expenses have been agreed in general with 30 percent of the fee for those services, which IC had not rendered by the date of the finalization of the contract.

11.9 In the case of non-payment of intermediate fees, IC is exempt of its duty to render further services. The enforcement of further claims due to non-payment will not be affected by this.

11.10 The fee is due within fourteen days from receipt without deduction provided special terms of payment have not been agreed in writing. Furthermore, IC is not duty bound to render further services until the outstanding amount has been settled (right of retention). The payment of the fee remains unaffected by this.

12. Electronic invoicing

12.1 IC is entitled to supply the client with electronic invoices. The client agrees explicitly to the consignment of electronic invoices by IC.

13. Duration of the Contract

13.1 The contract is deemed to end with the completion of the project.

13.2 The contract can be cancelled any time by both parties without observance of a period of notice only due to extreme circumstances. An extreme circumstance is:

- when one of the contract partners breaches essential contractual obligations or
- when one contract partner defaults on payment after commencing Insolvency proceedings
- when justifiable concerns regarding the credit rating of one contracting party exist, although insolvency proceedings have not yet commenced. This partner has neither made an advance payment demanded by IC, nor given therequired security, and the precarious financial position was not known to the contracting party at the time of signing the contract.



14. Final Clause

14.1 The contract parties confirm to have given all details within the contract conscientiously and truthfully and obligate themselves to report any changes reciprocally and immediately.

14.2 Changes to the contract and these GTCs must be made in writing. This will also include waiver of formal requirements. Verbal sub-agreements do not exist.

14.3 This contract is subject to material Austrian Law with the exclusion of the standards according to international private laws. Place of delivery is the registered business address of **IC**. Disputes will be dealt with by the court of law at the premises of **IC**.

