

**General Terms and Conditions (“GTC”)
for the Provision of Coaching and Consulting Services
by LEDERER-PONZER Consulting e.U., FN 505054b,
Owner Mag. Alexandra Lederer-Ponzer (“ALP”),
for her Customers and Clients (“Client”),
July 2020 Version**

1 General Principles / Scope

- 1.1 All legal transactions between the Client and ALP (as coach or business consultant) shall exclusively be subject to these General Terms and Conditions. The version valid at the time the contract is concluded shall be applicable. These GTC shall also apply to any future contractual relationships, even if these GTC are not expressly referred to in additional contracts.
- 1.2 Any conflicting GTC on the part of the Client shall be invalid unless they have been explicitly accepted in writing by ALP

2 Scope of the Consulting Assignment / Representation

- 2.1 Offers from ALP shall always be non-binding. The contract shall come into effect as soon as ALP receives the written acceptance of the offer or ALP confirms the placing of an order in writing. Changes or additions to the offer of ALP shall only be effective if ALP accepts them in writing.
- 2.2 Unless otherwise agreed on a case-by-case basis, the activity of ALP shall consist in the independent and instruction-free advice of the Client or the coaching of the Client or its employees as a service delivery. A concrete success is neither due nor guaranteed. The Client shall decide on his/her/its own responsibility about the time and type and scope of the measures recommended by ALP or coordinated with ALP. This shall even apply if ALP supports the implementation of plans or measures coordinated by the Client.
- 2.3 The scope of a specific (consulting or coaching) contract and the specific services provided by ALP for the Client shall be contractually agreed upon in writing on a case-by-case basis. In case there is a need for additional or supplementary activities, ALP shall draw the client's attention thereto. In this case, the contract and the services shall be extended upon request or acceptance of the additional or supplementary activity by the Client.
- 2.4 ALP shall take the information or documents provided by the Client as well as the transmitted numerical data material as complete and correct. ALP is not obliged to check the accuracy, completeness or correctness thereof or to carry out own research. This also applies if, within the framework of the contract, plausibility checks or value assessments are to be carried out by ALP, which are based solely on the information, data or documents provided by the Client and do not include the review thereof.
- 2.5 The provision of legal or tax advisory activities cannot be part of the contract.
- 2.6 ALP shall, when acting as consultant, be entitled to subcontract, in whole or in part, the services to third parties. Payment of said third parties shall be effected exclusively by ALP. No contractual relationship of any kind shall exist between the Client and said third party.
- 2.7 During the validity of this contract and for a period of three years after termination thereof, the Client shall not enter into any kind of business transactions with persons or organisations ALP employs to perform her contractual obligations. In particular, the Client shall not employ said persons or organisations to render consulting services the same or similar to those offered by ALP.

3 Client's Obligation to Provide Information / Declaration of Completeness

- 3.1 The Client shall ensure that during the performance of the agreed services organisational conditions in the Client's place of business allow the consulting process to proceed in a timely and undisturbed manner.
- 3.2 The Client shall also inform ALP in detail about previously carried out and/or currently active consulting projects, including those in other areas of competency.
- 3.3 The Client shall, in a timely manner and without special request on the part of ALP, provide her with all documents necessary to fulfil and perform the contract and shall inform ALP of all activities and conditions pertinent to the performance and fulfilment of the contract. This includes all documents, activities and conditions that only become known or available during the activities of ALP.
- 3.4 The Client shall ensure that all employees as well as any employee representation (works council) provided by law, if established, are informed of ALP's activities prior to the commencement of the agreed services.

4 Maintenance of Independence

- 4.1 The contracting parties shall be committed to mutual loyalty.
- 4.2 The contracting parties shall be obligated to take all necessary measures to ensure that the independence of all persons working for and/or of any third parties employed by ALP is not jeopardized. This applies particularly to any employment offers made by the Client or the acceptance of assignments on their own account.

5 Reporting / Obligation to Report

- 5.1 If agreed in the individual contract, ALP shall be obligated to report to the Client on the progress of her services and the services performed by persons working for and/or any third parties employed by ALP.
- 5.2 If agreed in the individual contract, ALP shall deliver the final report in a timely manner, i.e. depending on the type of assignment, two to four weeks after completion of the assignment.
- 5.3 ALP shall not be bound by directives while performing the agreed services and shall be free to act at ALP's discretion and under her own responsibility. ALP shall not be required to work in a particular place or to keep particular working hours.

6 Protection of Intellectual Property

- 6.1 ALP shall retain all copyrights to any work done by ALP and/or by persons working for ALP and/or by third parties employed by ALP (including but not limited to tenders, reports, analyses, expert opinions, organization charts, programmes, performance descriptions, drafts, calculations, drawings, data media, etc.). During the contract period and after termination thereof, the Client may use these materials exclusively for the purposes described under the contract. Therefore, the Client shall not be entitled to copy or distribute these materials without the explicit consent of ALP.

Under no circumstances shall ALP be liable to third parties for any unauthorized reproduction / distribution of the work - especially for the correctness of the work.

- 6.2 If and to the extent that ALP uses third-party works justifiably and indicates third-party intellectual property rights (for example, by using “©” or “®”), the Client shall also observe these third-party rights (with the corresponding additions) and shall indemnify ALP and hold ALP harmless to be responsible for the use of these rights of third parties by the Client.
- 6.3 Any violation of this provision by the Client shall entitle ALP to prematurely terminate the contract and to enforce other legal claims, in particular for restraint and/or damages.

7 Warranties

Since the success of consulting and coaching services depends on the engagement of the Client to a large extent, ALP does not guarantee that the services mentioned will be successful. Any liability or guarantee for the success of measures recommended by ALP shall also be excluded.

8 Liability / Damages

- 8.1 ALP shall be liable to the Client for damages – with the exception of personal injury – only to the extent that these are the result of serious fault (intention or gross negligence). Correspondingly, this also applies to damages resulting from third parties employed by ALP. The client must provide evidence that the damage is attributable to ALP's fault. Liability towards third parties shall be excluded.
- 8.2 Any claim for damages on the part of the Client may only be enforced by law within six months after those entitled to assert a claim have gained knowledge of the damage and the liable party, but not later than three years after the incident upon which the claim is based.
- 8.3 If ALP performs the required services with the support of third parties, any warranty claims and claims for damages which arise against the third party shall be passed on to the Client. In this case, the Client shall primarily refer to the third party.

9 Confidentiality / Data Protection

- 9.1 ALP shall be obligated to maintain complete confidentiality concerning all business matters made known to ALP in the course of services performed, especially trade and company secrets and any other information concerning type and/or scope of business and/or practical activities of the Client.
- 9.2 Furthermore, ALP shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions she obtained in the course of the performance of the services, particularly concerning data on the Client's clients.
- 9.3 ALP shall not be obligated to maintain confidentiality towards any person working for her or her representatives. ALP is required to obligate such persons to maintain complete confidentiality and shall be liable for any violation of confidentiality on their part in the same way as if ALP herself had breached confidentiality.
- 9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of the contract. Exceptions shall apply in the case of statutory information requirements.
- 9.5 ALP shall be entitled to use any personal data entrusted to her for the purposes of the agreed services. The Client guarantees that all necessary measures have been taken, especially those regarding data protection laws, e.g. that declarations of consent have been obtained from the persons involved.

10 Dates and Cancellation, Force Majeure

- 10.1 Agreed appointments shall be binding. Appointments can be made in writing by booking online or by email. It shall also be possible to make an appointment by phone.
- 10.2 Illness as well as events of force majeure and other circumstances beyond the control of ALP, operational or traffic disruptions, difficulties in the supply of energy, virus and other interventions by third parties on the IT system of ALP, insofar as these were carried out despite the care required for protective measures, other hindrances in the provision of services, strikes, lockouts and other circumstances that make the service significantly more difficult or impossible, regardless of whether they occur with ALP or one of her contractual partners, exclude claims for damages on the part of the Client and entitle ALP to postpone the agreed appointment or deadline for the provision of services, to name alternative dates, but also to withdraw from the contract in whole or in part. ALP will inform the Client of the occurrence and termination of such disabilities as soon as possible.
- 10.3 An appointment for services to be rendered by ALP can only be canceled by the Client at least 48 hours before the agreed date. In the event of a later cancellation or if the client has not canceled at all, ALP shall be entitled to charge 100% of the costs, even if a replacement date is found. The Client can cancel by email or, if applicable, via the online booking system of ALP.
- 10.4 The Client's withdrawal from the participation in blocked events (such as seminars, trainings, workshops), shall only be possible free of charge up to 4 weeks before the start of the event, provided a written notification to ALP. For cancellations 4 to 3 weeks before the planned event, 25%, 2 weeks to one week before the event 50% and in the week before the event 75% of the agreed amount shall be charged. The effort and expenses made by ALP up to this point will also be invoiced at the hourly or daily rate that is valid at that time, in accordance with ALP's individual agreement.

11 Fees, Electronic Invoicing

- 11.1 Unless otherwise agreed in the individual contract, ALP shall receive a fee upon completion of the agreed work or completion of her services in accordance with the contract between the Client and ALP. ALP is entitled to submit interim accounts according to the progress of work (as well as for orders that comprise several units or sub-steps) and to request corresponding payments on the respective progress. The fee shall be payable upon issuance of the respective invoice by ALP.
- 11.2 Advance payment discount for packages: This discount can only be claimed if the entire payment is credited to the bank account of ALP prior to the first agreed date. In case the total amount is credited at a later point in time, the higher price shall come into force and the difference shall be charged by ALP.
- 11.3 Compliance with the agreed payment dates forms an essential for the fulfillment of the contract by ALP. Any delay in payment shall entitle ALP to cease ongoing contract performance and to withdraw from the contract. All associated costs and loss of profit shall be borne by the Client. In the event of a delay in payment, the Client is obliged to pay default interest at the statutory rate, however at a minimum 10% p.a., as well as the collection costs in a reasonable amount.
- 11.4 Unless otherwise agreed in the individual contract, ALP shall issue invoices entitling the VAT tax deduction with all the characteristics required by law.
- 11.5 Incurred cash expenses, expenditures, travel expenses, etc. shall additionally be refunded by the Client to ALP upon a respective invoice.
- 11.6 ALP shall be entitled to transmit invoices electronically. The Client explicitly agrees to accept invoices transmitted electronically by ALP.

- 11.7 In the event that the services agreed upon are not completed or performed due to reasons on the part of the Client, or due to a premature termination of contract by ALP for good cause, ALP shall be entitled to claim payment in full of the agreed remuneration, less expenses not incurred. In the event that an hourly fee was agreed upon, the Client shall pay for the number of hours expected to be required for the entire agreed services, less expenses not incurred. Expenses not incurred shall be calculated as a lump sum consisting of 30% of the fee required for those services that ALP did not perform by the date of termination of the contract.
- 11.8 In the event that intermediate invoices are not paid, the ALP shall be released from her commitment to provide further services. This does not affect the assertion of further claims resulting from non-payment.

12 Duration of the Contract

- 12.1 The contractual relationship between ALP and the Client shall end with the completion of the project in accordance with the individual contract.
- 12.2 Apart from this, the contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:
- a. one party breaches major provisions of the contract
 - b. in case of default in payment by one party after the opening insolvency proceedings against this party
 - c. if there are legitimate concerns about the creditworthiness of a party over whom insolvency proceedings have not been opened and the latter neither makes advance payments at ALP's request nor provides suitable security prior to ALP's performance of services and the poor financial circumstances were not known to the other party when the contract was concluded.

13 Final Provisions

- 13.1 The contracting parties declare that all information given to the other party is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.
- 13.2 Amendments to the contract between ALP and the Client and of these GTC shall only be made in writing (except of any modifications thereof as outlined above). This shall also apply to a waiver of this requirement of written form. Verbal additional agreements do and shall not exist.
- 13.3 In the event that individual provisions of these GTC and / or the contract between ALP and the Client are and / or become ineffective, invalid or void, this does not affect the effectiveness and validity of the remaining provisions and the contracts concluded on the basis thereof. The ineffective, invalid or void provision is to be replaced by an effective, valid and not void provision that comes as close as possible to the meaning and economic purpose.
- 13.4 Substantive Austrian law is applicable to the contractual relationship between ALP and the Client, excluding the reference norms of private international law. The place of performance is the location of ALP's business address.
- 13.5 In the event of disputes arising from a contractual relationship between ALP and the Client, which cannot be settled by mutual agreement, the contracting parties shall agree to involve registered mediators (ZivMediatG) with a focus on business mediation from the list of the Ministry of Justice. If no agreement can be reached on the choice of business mediators or on the content, legal steps shall be initiated at the earliest one month after the negotiations have failed. All necessary expenses incurred due to a previous mediation, in particular also those for consulted legal advisors, can be agreed as "pre-litigation costs" in court or arbitration proceedings.
- 13.6 The court at ALP seat shall be competent for any disputes.