

1. BASICS & SCOPE OF APPLICATION

My terms and conditions are not a collection of agreements that I do not wish to disclose in my offer, but rather allow me to concentrate on the essentials in business communication with my customers. In the interests of long-term partnerships, the requirements may change in individual cases, but the most important rules of cooperation remain the same. Of course, details can always be agreed differently on an individual basis.

- 1.1 These General Terms and Conditions apply exclusively to all legal transactions between the Client and Daniel HENDLING. The version valid at the time of conclusion of the contract shall apply.
- 1.2 These General Terms and Conditions shall also apply to all future contractual relationships, even if no express reference is made to them in supplementary contracts.
- 1.3 Conflicting general terms and conditions of the Client are invalid unless they are expressly recognized in writing by Daniel HENDLING.
- 1.4 In his work, Daniel HENDLING is regularly subject to provisions of labor and social law, data protection laws or rules of professional conduct as well as the commercial rules of civil law.

2. VALIDITY & TERMINATION

As part of the work contracts with my clients, I owe results, not just effort. Accordingly, my work always ends when the agreed result has been achieved.

- 2.1 The validity expires with the completion of the project.
- 2.2 Notwithstanding the above, the contract on which the GTC are based may be terminated by either party at any time for good cause without notice. Good cause shall be deemed to include, in particular
 - if a contractual partner breaches material contractual obligations or
 - if a contractual partner defaults on payment after insolvency proceedings have been opened.
 - if there are justified concerns regarding the creditworthiness of a contractual partner in respect of whom insolvency proceedings have not been opened and the contractual partner neither makes advance payments at the request of Daniel HENDLING nor provides suitable security before performance by Daniel HENDLING and the poor financial circumstances were not known to Daniel HENDLING at the time the contract was concluded.

3. SCOPE OF THE ORDER & REPRESENTATION

As a true self-employed person, I am the first and only point of contact for my customers when it comes to business.

- 3.1 The scope of a specific order shall be contractually agreed on a case-by-case basis.
- 3.2 Daniel HENDLING is entitled to have the tasks incumbent upon it performed in whole or in part by third parties. Payment of the third party shall be made exclusively by Daniel HENDLING itself. There is no direct contractual relationship of any kind whatsoever between the third party and the Client.
- 3.3 Daniel HENDLING shall be free from instructions in the production of the agreed work and shall act at his own discretion and on his own responsibility. He is not bound to any particular place of work or any particular working hours.

4. DUTY OF DISCLOSURE & DECLARATION OF COMPLETENESS

As a project manager, I provide various services within existing corporate structures and cultures. I always strive to provide the best possible service instead of the contractual and professional minimum. To do this, I rely on the cooperation and information of my clients.

- 4.1 The client shall ensure that the organizational framework conditions at its place of business allow the consulting assignment to be performed with as little disruption as possible and in a manner conducive to the rapid progress of the consulting process.
- 4.2 The Client shall inform Daniel HENDLING in particular about any existing compliance guidelines.
- 4.3 The Client shall ensure that Daniel HENDLING is provided with all documents necessary for the fulfillment and execution of the consulting assignment in a timely manner, even without being specifically requested to do so, and that it is informed of all processes and circumstances that are of significance for the execution of the consulting assignment. This shall also apply to all documents, processes and circumstances which only become known during the Consultant's work.

5 PROTECTION OF INTELLECTUAL PROPERTY

My services deliver results, the scope and nature of which are contractually agreed in advance. In order to practice my profession, I am dependent on being able to use my work material - which, due to the nature of the service, is primarily intellectual property - in the future and for other clients.

- 5.1 The copyrights to the works created by Daniel HENDLING and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data, etc.) shall remain with Daniel HENDLING. They may be used by the Client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Client is not entitled to reproduce and/or distribute the work(s) without the express consent of Daniel HENDLING. Under no circumstances shall Daniel HENDLING be liable to third parties for any unauthorized reproduction/distribution of the work - in particular for the accuracy of the work.
- 5.2 Any breach of these provisions by the Client shall entitle Daniel HENDLING to terminate the contractual relationship prematurely with immediate effect and to assert other statutory claims, in particular for injunctive relief and/or damages.

6. WARRANTY

My warranty goes beyond the legal minimum; the standards against which I want my performance to be measured are contractually guaranteed and disclosed by me. This ensures clarity and fairness that does not have to be determined in court.

- 6.1 Daniel HENDLING operates in accordance with the following standards and codes and provides his services based on the requirements and processes defined therein:
 - a.) Ethics and Guiding Principles:
 - ISO 26000 (Social Responsibility)
 - Codes of Ethics from leading organizations such as ISO, PMI, IPMA, ACMP, and WKO
 - b.) Project Management Standards:
 - ISO 2150x (Project Management Guidelines)
 - ISO 20700 (Guidelines for Management Consultancy Services)
 - DIN 69901 (Project Management Standards in Germany)
 - PMI Standards (e.g., PMBOK Guide)
 - IPMA Standards (e.g., ICB)
 - PRINCE2
 - c.) Sustainability and Environmental Standards:
 - GRI Standards (Global Reporting Initiative)
 - EU Taxonomy Regulation

- ISO 14001 (Environmental Management Systems)
- Green Project Management (GPM Global)

- 6.2 Daniel HENDLING additionally aligns his services with the principles of the UN Global Compact and is committed to promoting them in his work. This includes supporting human rights, fair working conditions, environmental protection, and anti-corruption measures.
- 6.3 Daniel HENDLING is guided by the United Nations Sustainable Development Goals (SDGs) and supports his clients in achieving these goals through responsible project management.
- 6.4 Daniel HENDLING is entitled and obliged, regardless of fault, to rectify any inaccuracies and defects in its performance that become known. He shall inform the Client thereof without delay.
- 6.5 This claim of the client expires six months after the respective service has been rendered.

7 LIABILITY & COMPENSATION

Sometimes not everything goes according to plan. Just as I go above and beyond what is expected of external service providers in my work and do my best for every customer, I must be able to expect that I will not be worse off than their employees if the worst comes to the worst.

- 7.1 Daniel HENDLING shall only be liable to the Client for damages - except for personal injury - in the event of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damage caused by third parties engaged by Daniel HENDLING.
- 7.2 Claims for damages by the client can only be asserted in court within six months of becoming aware of the damage and the damaging party, but at the latest within three years of the event giving rise to the claim.
- 7.3 The Client must provide evidence that the damage is attributable to the fault of Daniel HENDLING.

8. CONFIDENTIALITY

Discretion is a matter of course for me. In addition to complying with all data protection regulations, I undertake as standard to keep all confidential information of my clients secret for an unlimited period of time - because trust also requires security. However, sharing my professional experience is part of my service, which is why I pass on this experience in anonymized form.

- 8.1 Daniel HENDLING undertakes to maintain absolute confidentiality regarding all business and trade secrets of which it becomes aware. Furthermore, Daniel HENDLING undertakes to maintain confidentiality vis-à-vis third parties about those parts of the work that are tailored to the Client and are therefore not to be regarded as generic, as well as all information and circumstances that it has received in connection with the creation of the work, in particular also about the data of the Client's customers.
- 8.2 The duty of confidentiality extends indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of statutory obligations to give evidence.
- 8.3 Daniel HENDLING is released from the duty of confidentiality towards any assistants and deputies that he uses. However, he must impose the duty of confidentiality on them in full and shall be liable for their breach of the duty of confidentiality as for his own breach.
- 8.4 Daniel HENDLING is released from the duty of confidentiality insofar as the information disclosed within the meaning of 8.1. was either already generally known or the information is anonymized to such an extent that any conclusions about the identity of the Client are excluded. An exception to this release requires prior written agreement.
- 8.5 The contracting parties agree that a breach of the duty of confidentiality does not constitute a type of breach of contract for which a blanket provision is appropriate. The Client may only claim damages in court in such cases to the extent that a financially clearly provable loss (excluding the Client's own costs in connection therewith) has occurred and can be attributed without doubt to Daniel HENDLING. In all other cases, arbitration proceedings shall take place at the International Arbitration Institution (VIAC) of the Chamber of Commerce as the competent arbitration body.

9. FEE

Above all, a deal is fair and satisfying for both sides in the long term if each side gets what was agreed. I am obliged to achieve a certain result, and my clients are obliged to pay the agreed fee. This means I have to plan and manage - my service does not consist of physical goods that can be stored and turned into profit at a later date. It is therefore necessary for me to be able to count on the client's performance just as 100% as they can count on mine.

- 9.1 Upon completion of the agreed work, Daniel HENDLING shall receive a fee in accordance with the agreement between the Client and Daniel HENDLING. Daniel HENDLING is entitled to submit interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee is due upon invoicing by Daniel HENDLING.
- 9.2 Daniel HENDLING will issue an invoice entitling the customer to deduct input tax with all legally required features.
- 9.3 Any cash outlays, expenses, travel costs, etc. incurred shall, insofar as this has been agreed, be additionally reimbursed by the Client against invoicing by Daniel HENDLING. The deadline for canceling direct travel costs (in particular flights, accommodation) is the last working day a full six calendar weeks before the planned start of the trip.
- 9.4 If the agreed work is not performed for reasons attributable to the Client or due to a justified premature termination of the contractual relationship by Daniel HENDLING, Daniel HENDLING shall retain the right to payment of the entire agreed fee less expenses saved. If a half-day rate is agreed, the fee shall be paid for the number of half-days that could have been expected for the entire agreed work, less the expenses saved.
- 9.5 If the agreed work is a training course or workshop and if it is not carried out for reasons on the part of the client, a cancellation fee of 50% of the original fee shall apply from a period of three months before the agreed start of the training course or workshop, and a cancellation fee of 100% of the original fee shall apply from a period of six weeks before the agreed start of the training course or workshop.
- 9.6 In the event of non-payment of interim invoices, Daniel HENDLING shall be released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

10. FINAL PROVISIONS

Last, but not least.

- 10.1 The contracting parties confirm that they have provided all information in the contract conscientiously and truthfully and undertake to notify each other immediately of any changes.
- 10.2 Amendments to the contract and these GTC must be made in writing, as must any waiver of this formal requirement. Verbal collateral agreements do not exist.
- 10.3 In the event that individual provisions of these General Terms and Conditions are and/or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and economic purpose of the invalid provision.
- 10.4 This contract shall be governed by Austrian substantive law. The place of performance is Vienna. The court at Daniel HENDLING's place of business shall have jurisdiction over any disputes.
- 10.5 In the event of disputes arising from this contract that cannot be settled by mutual agreement, the contracting parties agree to an arbitration procedure analogous to the provisions of the Association Act. If no agreement can be reached on the choice of arbitrators or on the content of the dispute, legal action shall be initiated at the earliest one month after the failure of the negotiations.