

# **General Terms and Conditions for Business Consulting October 2020**

## **1. General Terms and Conditions / Scope**

1.1. All services provided by the Consultant are subject to these General Terms and Conditions exclusively. The version valid at the time the contract is concluded shall be applicable.

1.2. These General Terms and Conditions will apply to any future contracts between the Consultant and the Client, even if these General Terms and Conditions are not expressly referred to in collateral contracts.

1.3. Any conflicting General Terms and Conditions on the part of the Client will be invalid, unless they have been explicitly accepted in writing by the Consultant.

1.4. If any clause of these General Terms and Conditions is or becomes invalid, the other clauses and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid clause shall be replaced by a clause which best corresponds to the intention and economic purpose of the invalid clause.

## **2. Scope of Consulting Assignments / Representation**

### **2.1. Types of services**

- **Development of concepts and strategy of founding a business; Writing a business plan:** This service is intended to give the client a clear vision of his business activity and provides him with a complete business plan which the client can use in front of banks, administrative authorities, investors etc. The scope of the services includes:
  - Defining the value proposition of the business and which are the most important activities, the collection of products and services a business offers to meet the needs of its customers, that can be offered to the client and which will make the business unique selling point
  - Defining the main activities in the company: defining the most important activities in executing a company's value proposition
  - Defining the most important resources that are necessary to create value for the customer.

- Defining the target group and the network, which has to be build in order to reach the target group
  - Identifying potential revenue streams
  - Building partnerships
  - Planing good practices for Diversity, Sustainability or Corporate Responsibility
  - Writing a business plan
- **Business consultation and consultations within the company structure:** The business consultations include the whole process of founding and running and running a business. The consultations scope varies from consultation about the appropriate legal form, registration with the tax office and basics of tax law, social insurance matters, basic of contracts law, preparing documentation, which is needed for the registration of the businesses, as well as upscaling and growing of the business, and issues arising from that and representation in front of the respective authorities in the context of the current case.
  - **Support and feedback by creating of "Term and Conditions"; "Privacy policy", sample contracts:** The scope of this service include creating together with the client suitable decisions about the Terms and Conditions and the Privacy Policy for the client's services; Creating together with the client samples for contracts, offers, payment reminders etc.
  - **Human resources management:** Support and feedback by Work Hour/Shift Models, Work Safety and Employee Rights, Diversity Management, Job Placement according to the Commercial and Labor Codes, Job Requirement and Skill Profiles, Job Descriptions
  - Büro Service: office administration, preliminary payroll; back office
  - Project proposal applications: assistance in the process of project proposal application

## 2.2. Types of assignments

The Consultant offers two types of assignments: Individual contracts and Package offers. The client can choose between the services, described in § 2.1., combination of them or one of the package services, described in § 2.2., let b. The Client will sign an order, provided from the Consultant, where he or she will decide on the type of the assignment:

### **a. Individual contracts**

The scope of the individual assignment shall be individually agreed by an individual contract.

During the validity of this contract and for a period of three years after termination thereof, the Client shall agree not to enter into any kind of business transactions with persons or organisations the Consultant employs to perform the Client's contractual duties. In particular, the Client shall not employ said persons or organisations to render consulting services the same or similar to those offered by the Consultant.

### **b. Package offers**

For the purposes of the optimisation of the consulting process the Client can choose between three package offers. The packages include:

#### **i. Silver package**

In the Silver package offer is included:

- Consultation about the legal form of the future establishment and about the type of the business (if trade license is needed or not); consultation about the company name; consultation about possible registration with the Company Register.
- Social security consultation: what type of social security is needed for the particular kind of business activities; what are the costs for this social insurance and what is covered by it.
- Tax consultation: What are the first steps upon the registration; What is the application form Verf24 and what is the legal regulation about the first registration with the tax office.
- Filling in official forms: Filling in the registration form for SVS, Verf24; Application form for a **free** trade license.
- One follow-up working hour (incl, calls with the authorities; e-mails; phone calls with the Client)

#### **ii. Gold package**

Silver package offer is included:

- Consultation about the legal form of the future establishment and about the type of the business (if trade license is needed or not); consultation about the company name; consultation about possible registration with the Company Register.
- Social security consultation: what type of social security is needed for the particular kind of business activities; what are the costs for this social insurance and what is covered by it.

- Insurance plans: Clarification about the different types of social insurance plans with the public insurance fund (Sozialversicherung der Selbständigen)
- Tax consultation: What are the first steps upon the registration; What is the application form Verf24 and what is the legal regulation about the first registration with the tax office.
- Filling in official forms: Filling in the registration form for SVS, Verf24; Application form for a **free** trade license.
- Consultation about the financing possibilities in Austria (credits, WKO funds, AWS etc.) and filling in the particular application form.
- Up to three follow-up working hours (incl, calls with the authorities; e-mails; phone calls with the Client)

### iii. Premium

Premium package offer is included:

- Consultation about the legal form of the future establishment and about the type of the business (if trade license is needed or not); consultation about the company name; consultation about possible registration with the Company Register.
- Social security consultation: what type of social security is needed for the particular kind of business activities; what are the costs for this social insurance and what is covered by it.
- Insurance plans: Clarification about the different types of social insurance plans with the public insurance fund (Sozialversicherung der Selbständigen)
- Tax consultation: What are the first steps upon the registration; What is the application form Verf24 and what is the legal regulation about the first registration with the tax office.
- Filling in official forms: Filling in the registration form for SVS, Verf24; Application form for a **free** trade license; preparing the documentation for the registration of sole proprietors (Einzelunternehmer) with the Commercial register; Filling up application form for young proprietors for WKO.
- Consultation about the financing possibilities in Austria (credits, WKO funds,
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- Up to three follow-up working hours (incl, calls with the authorities; e-mails; phone calls with the Client)
- Concept development
- HR structure
- Business plan development inkl. Basics of marketing strategy.

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

3.1. The Client shall at all times duly make available to the Consultant all information and documents that the Consultant deems necessary to be able to carry out the assignment correctly, in the specific form and manner. Also, the Client shall provide all cooperation required for the proper and timely performance of the Engagement.

3.2. The Client shall duly inform the Consultant of any facts and circumstances or changes in facts and circumstances that may be relevant in connection with the execution of the assignment.

3.3. Furthermore, the Client shall guarantee the correctness, completeness and reliability of any information provided to the Consultant.

3.4. The Client shall also inform the Consultant in detail about all previously conducted and/or currently active consulting projects, including those in other areas of competency, but may have impact on the Consultant's work.

3.5. The Client shall ensure that all employees as well as any employee representation provided by the law, if established, are informed of the Consultant's consulting activities prior to the commencement of the assignment.

3.6. If the Client doesn't meet these obligations, the Consultant shall be held harmless against all the loss, expenses, or damages arising by the Client's negligence.

### **4. Performance of the Assignment**

4.1. The Consultant shall determine the manner in which and the person by whom the assignment will be carried out, taking into account, as far as is feasible, the reasonable requests expressed by the Client.

4.2. The Consultant shall complete the assignment with reasonable skill, care and diligence in accordance with the Contract.

4.3. The Client hereby accepts that the time schedule allocated for the performance of an Engagement may be subject to change in case of amendment to the individual contract and/or the services to be provided thereunder after conclusion of the Engagement.

4.4 In case of any change of circumstances under which the assignment is to be performed which cannot be attributed to the Consultant, the Consultant may make any such amendments to the contract as it deems necessary to adhere to the agreed quality standard and specifications. Any costs arising from or related to this change of circumstances will be fully borne by the Client.

4.5. The Consultant may, at its discretion and, where possible, in consultation with the Client, replace the person or persons charged with performing the assignment, if and in so far as the Consultant believes that such replacement would benefit the performance of the assignment.

4.6. The Consultant shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require. The Client has the right to notify the Consultant that it wishes to modify its requirements in relation to the Project. Such modifications shall not enter into effect until the parties have agreed on the consequences thereof such as to the Contract fee and the completion date of the Project.

## **5. Maintenance of Independence**

5.1. The contracting parties shall be committed to mutual loyalty.

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

5.3. The Consultant shall perform the assignment as an independent contractor and shall not be the servant or Consultant of the Client.

## **6. Reporting / Obligation to Report**

6.1. The Consultant shall be obligated to report to the Client on the progress of services performed by persons working for the Consultant and/or any third parties employed by the Consultant.

6.2. The Consultant shall not be bound by directives while performing the agreed service and shall be free to act at the Consultant's discretion and under the Consultant's own responsibility. The Consultant shall not be required to work in a particular place or to keep particular working hours.

## **7. Subcontractors**

The Consultant shall be free to involve Subcontractors, availing of specific expertise, in the performance of the assignment, provided that the Consultant shall have these third parties enter into confidentiality obligations similar to the confidentiality obligations applicable to the Consultant. If requested by the Client, the Consultant shall identify these Subcontractors, specifying in each case their specific expertise.

## **8. Protection of Intellectual Property**

8.1. The Consultant shall retain all copyrights to any work done by the Consultant and/or by persons working for the Consultant and/or by third parties employed by the Consultant (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 the Consultant.

8.2 Any violation of this provision by the Client shall entitle the Consultant to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

## **9. Warranties**

8.1. The Consultant shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in the Consultant's work which have become known subsequently. The Consultant shall immediately inform the Client thereof.

8.2. This right of the Client expires six months after completion of the respective service.

## **10. Liability / Damages**

9.1. The Consultant 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 the Consultant.

9.2 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.

9.3. The Client shall furnish evidence of the Consultant's fault.

9.4. If the Consultant performs the required services with the help 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.

## **11. Confidentiality / Data Protection**

10.1. The Consultant shall be obligated to maintain complete confidentiality concerning all business matters made known to the Client 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.

10.2. Furthermore, the Consultant shall be obligated to maintain complete confidentiality towards third parties concerning the content of the work completed, as well as any information and conditions that contributed to the completion of the work, particularly concerning data on the Client's clients.

10.3. The Consultant shall not be obligated to maintain confidentiality towards any person working for the Client or representatives of the Client. The Client 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 the Client had breached confidentiality.

10.4. The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract.

10.5. The Consultant shall be entitled to use any personal data entrusted to the Consultant for the purposes of the services performed. The Consultant shall guarantee the Client that all necessary measures will be

taken, especially those regarding data protection laws, e.g. that declarations of consent are obtained from the persons involved.

## 12. Remuneration

12.1. The Client shall pay to the Consultant the fees at the rate according to following price table:

<b>Package</b>	<b>Silver</b>	<b>Gold</b>	<b>Premium</b>
<b>Price*</b>	350 incl. VAT	960 incl. VAT	2.500 incl. VAT
<b>Single hour of consultancy</b>	120 incl. VAT		
<b>Single hour of accompanying</b>	130 incl. VAT		
<b>Workshop speaker - half day</b>	680 incl. VAT		
<b>Workshop speaker - full day</b>	1.200 incl. VAT		
<b>Weekend</b>	2.000 incl. VAT		
*NGOs enjoy 20% discount of all prices			

12.2. Unless otherwise stated in the contract, the Consultant shall be entitled to be reimbursed by the Client for all traveling and lodging expenses reasonably and properly incurred by him in the performance of his duties hereunder subject to production of such evidence thereof as the Client may reasonably require.

12.3. Unless otherwise stated in the Contract, payment will be made within fourteen (14) days of receipt of an invoice, submitted monthly in arrears, for work completed. Payment shall be into the bank account mentioned in the invoice.

12.4. According to the nature of the assignment one, or two working hours shall be prepaid. The Consultant won't be considered obligated to perform until the payment shows on the bank account, mentioned in the invoice.

12.5. The Package prices shall be paid upfront. The Consultant won't be considered obligated to perform until the payment shows on the bank account, mentioned in the invoice.

12.6. Value Added Tax, where applicable, shall be shown separately on all invoices.

12.7. Any extra costs arising from or related to any delays in the completion of the assignment stemming from the failure of the Client to duly make available to the Consultant the requested information and documentation, shall be fully borne by the Client.

### **13. Term and Termination**

13.1. This contract terminates with the completion of the assignment.

13.2. Apart from this, this contract may be terminated for good cause by either party at any time without notice. Grounds for premature termination include the following:

- one party breaches major provisions of the Contract
- one party opens insolvency proceedings or the petition for bankruptcy is denied because of insufficient assets to cover expenses.
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### **14. Force Majeure**

Neither party shall be liable in any way for any damage, loss, cost or expense arising out of or in connection with a Force Majeure event. Upon the occurrence of any Force Majeure event, the party suffering thereby shall promptly inform the other party by written notice thereof specifying the cause of the Force Majeure event and how it will affect its performance.

### **15. Final Provisions**

14.1. The contracting parties declare that all information contained herein is accurate and made in good conscience. They shall be mutually obligated to immediately inform the other party of any changes.

14.2. Modifications of and amendments to this Contract or these General Terms and Conditions shall be made in writing. This shall also apply to a waiver of this requirement in written form.

14.3. This contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law.

14.4. Place of fulfilment is the registered business establishment of the Consultant. Jurisdiction in all disputes is the court in the place where the Consultant is based.