



General Terms and Conditions

**MM Consulting & Implementation e.U
(MMCI)**

February 2017

MMCI - MM Consulting & Implementation e.U.

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1. General Terms and Conditions / Scope

- 1.1 All legal transactions between the Principal and MMCI shall be 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 shall also apply to any future contractual relationships 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 Principal shall be invalid unless they have been explicitly accepted in writing by MMCI.
- 1.4 If any provision of these General Terms and Conditions is or becomes invalid, the other provisions and any contracts concluded pursuant to these provisions shall not be affected thereby. The invalid provision shall be replaced by a provision which best corresponds to the intention and economic purpose of the invalid provision.

2. Scope of Consulting Assignments / Representation

- 2.1 The scope of each particular consulting assignment shall be individually agreed by contract.
- 2.2 MMCI shall be entitled to subcontract, in whole or in part, the services for which MMCI is responsible to third parties. Payment of said third parties shall be effected exclusively by MMCI. No contractual relationship of any kind shall exist between the Principal and said third party.
- 2.3 During the validity of this Contract and for a period of three years after termination thereof, the Principal shall agree not to enter into any kind of business transactions with persons or organisations MMCI employs to perform MMCI's contractual duties. In particular, the Principal shall not employ said persons or organisations to render consulting services the same or similar to those offered by MMCI.

3. Principal's Obligation to Provide Information / Declaration of Completeness

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



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 MMCI and/or of any third parties employed by MMCI is not jeopardized. This applies particularly to any employment offers made by the Principal or the acceptance of assignments on their own account.

5. Reporting / Obligation to Report

- 5.1 MMCI shall be obligated to report to the Principal on the progress of services performed by persons working for MMCI and/or any third parties employed by MMCI.
- 5.2 MMCI 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 MMCI shall not be bound by directives while performing the agreed service and shall be free to act at MMCI's discretion and under MMCI's own responsibility. MMCI shall not be required to work in a particular place or to keep particular working hours.

6. Protection of Intellectual Property

- 6.1 MMCI shall retain all copyrights to any work done by MMCI and/or by persons working for MMCI and/or by third parties employed by MMCI (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 Principal may use these materials exclusively for the purposes described under the Contract. Therefore, the Principal shall not be entitled to copy or distribute these materials without the explicit consent of MMCI.
- 6.2 Any violation of this provision by the Principal shall entitle MMCI to prematurely terminate the Contract and to enforce other legal claims, in particular for restraint and/or damages.

7. Warranties

- 7.1 MMCI shall be entitled and obligated, regardless of fault, to correct any errors and/or inaccuracies in MMCI's work, which have become known subsequently. MMCI shall immediately inform the Principal thereof.
- 7.2 This right of the Principal expires six months after completion of the respective service.

8. Liability / Damages

- 8.1 MMCI shall be liable to the Principal 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 MMCI.

- 8.2 Any claim for damages on the part of the Principal 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 The Principal shall furnish evidence of MMCI's fault.
- 8.4 If MMCI 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 Principal. In this case, the Principal shall primarily refer to the third party.

9. Confidentiality / Data Protection

- 9.1 MMCI shall be obligated to maintain complete confidentiality concerning all business matters made known to MMCI 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 Principal.
- 9.2 Furthermore, MMCI 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 Principal's clients.
- 9.3 MMCI shall not be obligated to maintain confidentiality towards any person working for MMCI or representatives of MMCI. MMCI 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 MMCI had breached confidentiality.
- 9.4 The obligation to maintain confidentiality shall persist indefinitely even after termination of this Contract - with the exception of any duty to give evidence.
- 9.5 MMCI shall be entitled to use any personal data entrusted to MMCI for the purposes of the services performed. MMCI shall guarantee the Principal 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.

10. Remuneration

- 10.1 After completion of the services agreed upon, MMCI shall receive remuneration agreed upon in advance between MMCI and the Principal. MMCI shall be entitled to render intermediate accounts and to demand payment on account as required by the progress of the work. Remuneration shall be due and payable immediately after rendering accounts by MMCI.
- 10.2 MMCI shall render accounts, which entitle to deduct input tax and contain all elements required by law.
- 10.3 Any cash expenditures, expenses, travel expenses, etc. shall be reimbursed to MMCI by the Principal separately, upon submission of the appropriate receipts.
- 10.4 In the event that the work agreed upon is not completed due to reasons on the part of the Principal, or due to a premature termination of contract by MMCI for cause, MMCI shall be entitled to claim payment in full of the remuneration agreed upon in advance,

less expenses not incurred. In the event that an hourly fee had been agreed upon, the Principal shall pay for the number of hours expected to be required for the entire contracted assignment, less expenses not incurred. Expenses not incurred shall be calculated as lump sum consisting of 30% of the fee required for those services that MMCI did not perform by the date of termination of the agreement.

- 10.5 In the event that intermediate invoices are not paid, MMCI shall be released from MMCI's commitment to provide further services. This shall not apply to any further claims resulting from default of payment.

11. Electronic Invoicing

- 11.1 MMCI shall be entitled to transmit invoices electronically. The Principal agrees explicitly to accept invoices transmitted electronically by MMCI.

12. Duration of the Agreement

- 12.1 This Contract terminates with the completion of the project.
- 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:
- one party breaches major provisions of the Contract
 - one party is in delay with the payments after the beginning of insolvency proceedings
 - legitimate concerns exist regarding the Principal's credit standing, even though insolvency proceedings have not been opened, the Principal fails to make an advance payment or to furnish suitable security at MMCI's request and MMCI didn't know about the Principal's bad financial situation when the contract was concluded.

13. Final Provisions

- 13.1 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.
- 13.2 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.
- 13.3 This Contract is governed by the substantive law of the Republic of Austria excluding the conflict-of-law rules of international private law. Place of fulfilment is the registered business establishment of MMCI. Jurisdiction in all disputes is the court in the place where MMCI is based.

Graz, February 2017

A handwritten signature in dark ink, consisting of a large, stylized 'Q' followed by a series of loops and a long horizontal stroke.