

GENERAL TERMS AND CONDITIONS (GTC) VERSION MARCH 2023

1. Definitions

- 1.1. These GTCs are applicable for AdH GmbH and its sub-brands:
 - Deep Dive Consult
 - Pontem Blue
- 1.2. “Contractor” may be any of the three brands mentioned in 1.1 above while AdH GmbH will always be the ultimate counterpart legally responsible.
- 1.3. “Client” always means the contractual party of the Contractor.
- 1.4. These GTCs are published in identical form on the following websites:
 - AdH GmbH – www.adhgmbh.com
 - Deep Dive Consult – www.deepdive-consult.com
 - Pontem Blue – www.pontemblue.at

2. General principles/Scope

- 2.1. These General Terms and Conditions shall apply exclusively to all legal transactions between the Client and the Contractor (AdH GmbH). The version valid at the time of the conclusion of the contract shall be authoritative in each case.
- 2.2. These General Terms and Conditions shall also apply to all future contractual relationships, thus even if not expressly referred to in additional contracts.
- 2.3. Conflicting General Terms and Conditions of the Client shall be invalid unless they are expressly accepted by the Contractor (AdH GmbH) in writing.

3. Scope of Interim Mandate/Consulting Assignment

- 3.1. The scope of a specific Interim Mandate/Consulting Assignment is contractually agreed upon on a case-by-case basis.

4. Potential substitution of Contractor (AdH GmbH)

- 4.1. Interim Mandate
After consultation and consensus with the Client, the Contractor (AdH GmbH) is entitled to have the tasks incumbent upon it partially performed by third parties. However, no direct contractual relationship shall arise between the third party and the Client.
- 4.2. Consulting Assignment
The Contractor (AdH GmbH) is entitled to have the tasks incumbent upon it performed in whole or in part by third parties. However, no direct contractual relationship shall arise between the third party and the Client.

5. Client's duty of disclosure/declaration of completeness

- 5.1. The Client shall ensure that the organizational framework conditions during the performance of the Interim Mandate/Consulting Assignment at its place of business allow

the work to proceed as undisturbed as possible and, in a manner, conducive to the rapid progress of the Interim Mandate/Consulting process.

- 5.2. The Client shall also inform the Contractor (AdH GmbH) comprehensively about previously performed and/or ongoing Interim Mandates and Consulting Assignments in other fields of expertise.
- 5.3. The Client shall ensure that the Contractor (AdH GmbH) is provided with all documents necessary for the performance and execution of the Interim Mandate/Consulting Assignment in a timely manner, even without the Contractor's special request, and that the Contractor is informed of all processes and circumstances that are of importance for the execution of the Interim Mandate/Consulting Assignment. This shall also apply to all documents, processes, and circumstances which only become known during the Contractor's activity.

6. Reporting/Reporting Obligation

- 6.1. The Contractor (AdH GmbH) undertakes to report to the Client on its work, that of its employees and, if applicable, also the commissioned third parties in accordance with the progress of the work. The scope and frequency shall be agreed upon at the beginning of the contract.
- 6.2. After completion, the Client receives the final report within a reasonable time, i.e., up to a maximum of eight weeks - depending on the scope of the Interim Mandate/Consulting Assignment.
- 6.3. The Contractor (AdH GmbH) is free from instructions in the production of the agreed work and acts at his own discretion and under his own responsibility. He is not bound to a certain place of work and a certain working time. If possible, the place of work is that of the Client.

7. Remuneration and terms of payment

- 7.1. The amount and method of settlement of the remuneration shall be regulated in the individual contract. The Contractor (AdH GmbH) shall issue an invoice entitled to input tax deduction with all legally required features in each case.
- 7.2. Daily rate and hourly rate fees are invoiced monthly.
Flat-rate fees are due for payment as follows:
 - 25% upon conclusion of the contract,
 - 25% after the expiration of one-third of the expected contract period stipulated in the individual contract,
 - a further 25% after the expiration of two-thirds of the expected contract period,
 - the remaining 25% upon completion of the project.
- 7.3. The invoices issued by the Contractor (AdH GmbH) shall be due for payment within 8 days without any deductions.
- 7.4. Any cash outlays, expenses, travel costs, etc. incurred shall be additionally reimbursed by the Client against invoicing by the Contractor (AdH GmbH).
- 7.5. Travel classes and -expenses:
 - train: first-class
 - flight within Europe with fewer than three hours: economy class

- flight time over three hours and intercontinental flights: business class
 - hotel max. € 175,00 per night
 - car mileage allowance of 0,48€ net per kilometer.
- 7.6. In the event of default in payment, the Contractor (AdH GmbH) shall be entitled to charge penalty interest on arrears at the statutory rate for entrepreneurs.

8. Protection of intellectual property

- 8.1. The copyrights to the works created by the Contractor (AdH GmbH) and its employees and commissioned third parties (reports, analyses, expert opinions, organization charts, service descriptions, data carriers, etc.) shall remain with the Contractor (AdH GmbH). The Client may use them during and after the termination of the contractual relationship exclusively for purposes covered by the contract. The Client is not entitled to reproduce and/or distribute the work(s) without the express consent of the Contractor (AdH GmbH). Under no circumstances shall an unauthorized reproduction/dissemination of the work give rise to any liability on the part of the Contractor (AdH GmbH) - in particular, for the correctness of the work - vis-à-vis third parties.
- 8.2. The Client's violation of these provisions entitles the Contractor (AdH GmbH) to terminate the contractual relationship prematurely immediately and assert other legal claims, particularly for injunctive relief and/or damages.

9. Warranty

- 9.1. The Contractor (AdH GmbH) shall be entitled and obligated to correct any inaccuracies and defects in its services that become known, regardless of fault. He shall inform the Client thereof without delay.
- 9.2. The Client's claim expires six months after the respective service has been rendered.

10. Duration of the contract

- 10.1. The respective Interim Mandate/the respective Consulting Assignment ends in principle with the completion of the project.
- 10.2. Notwithstanding the foregoing, either party may terminate the contract for good cause without notice. Good cause shall be deemed to include:
- if a contractual party violates essential contractual obligations, or
 - if a contractual party defaults on payment after insolvency proceedings have been opened, or
 - if there are justified doubts regarding the creditworthiness of a contractual party in respect of whom no insolvency proceedings have been opened. The contractual party does not make advance payments at the Contractor's request or provide suitable security before the performance by the Contractor, and the poor financial circumstances were not known to the other contractual party when the contract was concluded.

11. Recruitment

- 11.1. The Contractor (AdH GmbH) also advises the Client in the event of the conclusion of a recruitment contract in this regard with the search and selection of possible segment specialists and managers candidates.
- 11.2. The details of the scope of duties of the position to be filled and the personal and professional requirements profile will be worked out in coordination with the Client in the form of a particular specification.
- 11.3. The Client undertakes to notify the Contractor (AdH GmbH) of the conclusion of an employment contract with an applicant proposed by the Contractor (AdH GmbH) and the agreed remuneration within one week of the conclusion of the contract. The placement fee shall become due after the conclusion of the employment contract with a proposed candidate, payable within 14 days after invoicing.
- 11.4. The information provided by the Contractor (AdH GmbH) on an applicant is based on the information provided by the applicant or the information supplied by third parties, particularly former employers. Therefore, the Contractor (AdH GmbH) cannot guarantee the accuracy and completeness of the information provided.
- 11.5. The placement fee for the successful placement of an applicant is based on the amount agreed upon in the contract. In this context, it is calculated according to a predetermined percentage of the gross annual salary contractually agreed between the Client and the applicant. Costs incurred by applicants concerning interviews at the Client's premises shall be reimbursed at the applicant's request.

12. Other brokerage activity

- 12.1. If the Contractor (AdH GmbH) is assigned with other brokerage activities (e.g., the brokerage of loans or certain other forms of financing/funding), the Contractor (AdH GmbH) requires a range of information from the Client. The latter undertakes to provide the information and documents requested without delay.
- 12.2. The Client acknowledges that incorrect and incomplete information can lead to the Contractor's efforts being less or unsuccessful. If the Client has caused the failure of the Assignment through culpable misinformation, the Client is obligated to compensate the Contractor (AdH GmbH) for damages, particularly for the lost remuneration.
- 12.3. The Client owes the Contractor (AdH GmbH) the fee agreed upon after the completion of the contract. This fee is due for payment within 8 days after successful brokerage and invoicing.

13. Liability/Compensation

- 13.1. The Contractor (AdH GmbH) shall be liable to the Client for damages - except for personal injuries - only in case of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages caused by third parties engaged by the Contractor (AdH GmbH).
- 13.2. Claims for damages by the Client can only be asserted in court within six months of knowledge of the damage and the adverse party, but at the latest, within three

years of the event giving rise to the claim. The assertion of financial losses is generally excluded.

- 13.3. The liability of the Contractor (AdH GmbH) is, in any case, limited to the amount of coverage of the existing professional liability insurance (€ 1,964,900.00 per insured event).
- 13.4. In any case, the Client must prove that the damage is due to the Contractor's fault (AdH GmbH).

14. Secrecy/Data protection

- 14.1. The Contractor (AdH GmbH) maintains absolute confidentiality about all business matters coming to its knowledge, particularly business and trade secrets as well as any information it receives about the nature, the scope of operation, and practical activities of the Client.
- 14.2. Furthermore, the Contractor (AdH GmbH) maintains secrecy vis-à-vis third parties regarding the entire content of the work and all information and circumstances it has received in connection with the creation of the work, also regarding the data of customers of the Client.
- 14.3. The Contractor (AdH GmbH) shall be released from the obligation to maintain secrecy regarding any assistants and substitutes it uses. However, he must transfer the duty of confidentiality to them completely.
- 14.4. Maintaining confidentiality extends indefinitely beyond the end of the contractual relationship. Exceptions exist in the case of legally stipulated obligations to testify.
- 14.5. The Contractor (AdH GmbH) is entitled to process personal data entrusted to it within the scope of the purpose of the contractual relationship. The Client warrants to the Contractor that all necessary measures have been taken for this purpose, those within the meaning of the Data Protection Act, such as declarations of the consent of the persons concerned.

15. Electronic invoicing

- 15.1. The Contractor (AdH GmbH) can send invoices to the Client electronically. The Client expressly agrees to the sending of invoices in electronic form by the Contractor (AdH GmbH).

16. Final Provisions

- 16.1. Amendments to the concluded contract and these GTC must be made in writing; likewise, any waiver of this formal requirement. Verbal subsidiary agreements do not exist.
- 16.2. This contract shall be governed by Austrian substantive law, excluding the conflict of law rules of private international law. The place of performance is the place of the Contractor's (AdH GmbH) professional establishment. The court at the Contractor's place of business (AdH GmbH) shall be responsible for disputes.