

GENERAL TERMS AND CONDITIONS (GTC) OF ADH GMBH

VERSION NOVEMBER 2025

(This version replaces the previous version)

1. Definitions

- 1.1. These General Terms and Conditions apply to AdH GmbH and its sub-brand Deep Dive Consult.
- 1.2. "Contractor" may be either of the two brands mentioned in 1.1, whereby AdH GmbH is always the legally responsible contracting party.
- 1.3. "Client" always means the contracting party of the contractor.
- 1.4. These GTC are published in identical form on the following websites:
 - AdH GmbH – www.adhgmbh.com
 - Deep Dive Consult – www.deepdive-consult.com
- 1.5. These General Terms and Conditions apply equally to all areas of activity of AdH GmbH, in particular to consulting services, interim management, workshops, credit and financing brokerage, and personnel and executive recruitment.

2. General principles/scope of application

- 2.1. These General Terms and Conditions apply exclusively to all legal transactions between the client and the contractor (AdH GmbH). The version valid at the time of conclusion of the contract is authoritative.
- 2.2. These General Terms and Conditions also apply to all future contractual relationships, even if this is not expressly stated in supplementary agreements.
- 2.3. Any conflicting general terms and conditions of the client are invalid unless they are expressly recognized in writing by the contractor (AdH GmbH).
This also applies to general terms and conditions of purchase or other standard clauses in the client's electronic ordering systems.

3. Scope of the interim mandate/consulting assignment

- 3.1. The scope of a specific interim mandate/consulting assignment shall be agreed upon contractually on a case-by-case basis.
- 3.2. For workshops and training courses, the service content described in the respective offer shall apply in addition. The contractor does not owe any specific learning outcome, but rather the professional execution of the service.

4. Possible substitution

- 4.1. Interim mandate

After consultation and agreement with the client, the contractor (AdH GmbH) is entitled to have some of the tasks assigned to it performed by third parties. However, no direct contractual relationship of any kind arises between the third party and the client.

4.2. Consulting mandate

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 of any kind shall arise between the third party and the client.

4.3. In the case of credit and personnel placement, the contractor may use suitable, professionally qualified cooperation partners. These act exclusively on behalf of and for the account of AdH GmbH.

5. Client's duty to provide information/declaration of completeness

5.1. The client shall ensure that the organizational framework conditions at its place of business allow for the interim mandate/consulting assignment to be carried out with as little disruption as possible and in a manner conducive to the rapid progress of the interim mandate/consulting process.

5.2. The client shall also provide the contractor (AdH GmbH) with comprehensive information about previously completed and/or ongoing interim mandates and consulting services, including in other specialist areas.

5.3. The client shall ensure that the contractor (AdH GmbH) is provided with all documents necessary for the fulfillment and execution of the interim mandate/consulting assignment in a timely manner, even without being specifically requested to do so, and that the contractor is informed of all processes and circumstances that are relevant to the execution of the interim mandate/consulting assignment. This also applies to all documents, processes, and circumstances that only become known during the contractor's activities.

6. Reporting/reporting obligation

6.1. The contractor (AdH GmbH) undertakes to report to the client on its work, that of its employees and, where applicable, that of commissioned third parties in accordance with the progress of the work. The scope and frequency of these reports shall be agreed at the start of the contract.

6.2. The client shall receive the final report within a reasonable period of time, i.e. no later than eight weeks after completion of the order, depending on the type of interim mandate/consulting assignment.

6.3. The contractor (AdH GmbH) is not bound by instructions in the production of the agreed work, acts at its own discretion and on its own responsibility. It is not bound to any specific place of work or working hours. Where possible, the place of work shall be that of the customer.

7. Remuneration and terms of payment

7.1. The amount and method of payment shall be specified in the individual contract. The contractor (AdH GmbH) shall issue an invoice entitling the customer to deduct input tax, containing all the information required by law.

7.2. Daily and hourly rates are billed monthly.

Flat-rate fees are payable as follows:

- 25% upon conclusion of the contract,
- 25% after one-third of the expected contract term specified in the individual contract has elapsed,
- a further 25% after two-thirds of the expected contract duration has elapsed,
- the remaining 25% upon completion of the project.

7.3. Separate fee rates agreed in the individual contract apply to credit and personnel placement services.

7.4. The invoices issued by the contractor (AdH GmbH) are due for payment immediately without any deductions.

7.5. Any cash expenses, expenses, travel costs, etc. incurred shall be reimbursed by the client in addition to the contractor's (AdH GmbH) invoice.

7.6. Travel classes and costs:

- Train: first class;
- Flights within Europe with a flight time of less than three hours: economy class,
- flights with a flight time of more than three hours and intercontinental flights: business class,
- Hotel max. €200.00 per night including breakfast.
- Car mileage allowance: €0.60 net per kilometer.

7.7. In the event of late payment, the contractor (AdH GmbH) is entitled to default interest at the statutory rate for entrepreneurs. In addition, the contractor is entitled to withhold all outstanding services until full payment has been made.

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 (in particular reports, analyses, expert opinions, organizational plans, service descriptions, data carriers, etc.) remain with the contractor (AdH GmbH). They may be used by the client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In particular, 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 the contractor (AdH GmbH) be liable to third parties for unauthorized reproduction/distribution of the work, in particular for the accuracy of the work.

8.2. Any violation of these provisions by the client entitles the contractor (AdH GmbH) to immediately terminate the contractual relationship prematurely and to assert other legal claims, in particular for injunctive relief and/or damages.

8.3. The following applies to workshops and seminars: Working documents, presentations, and training materials are protected by copyright. They may only be used by the client for internal purposes and may not be passed on to third parties.

9. Use of artificial intelligence (AI) and digital assistance systems

9.1. The contractor (AdH GmbH) uses digital technologies, automated analysis systems, and tools based on artificial intelligence (AI) in the performance of its consulting, workshop, and

management services. These systems are deliberately used as part of the professional service provision and serve to ensure quality, increase efficiency, and deepen the content of the analyses.

- 9.2. All content, evaluations, or suggestions generated by AI systems are reviewed by the contractor (AdH GmbH) and embedded in a decision-making process for which the contractor (AdH GmbH) is responsible. The use of AI does not replace professional assessment by the contractor (AdH GmbH), but rather supplements it.
- 9.3. The contractor (AdH GmbH) exercises the necessary professional and data protection diligence when using such systems, but does not guarantee the accuracy, completeness, or technical availability of AI results originating from external or dynamic sources. Liability for indirect damage, consequential damage, or lost profits resulting from the use or malfunction of such systems is excluded.
- 9.4. Upon request, the contractor (AdH GmbH) shall inform the client about the service components in which AI-based systems have been or will be used. There is no general labeling requirement unless the use of AI significantly influences the purpose of the contract or the assessment of the service.
- 9.5. The contractor (AdH GmbH) shall ensure that no confidential or personal data of the client is used for training or further development purposes of the respective systems within the scope of the use of AI systems. AI tools used shall be used exclusively in accordance with applicable data protection law and in compliance with the confidentiality of the information transmitted.
- 9.6. All work results created by or with the support of AI systems remain the intellectual property of the contractor (AdH GmbH), unless expressly agreed otherwise in writing.

10. Warranty

- 10.1. The contractor (AdH GmbH) is entitled and obliged, regardless of fault, to remedy any inaccuracies and defects in its performance that become known. It shall inform the client of this immediately.
- 10.2. This claim of the client expires six months after the respective service has been provided.

11. Duration of the contract

- 11.1. The respective interim mandate/consulting contract generally ends with the completion of the project.
- 11.2. Notwithstanding this, the contract may be terminated at any time by either party for good cause without notice. Good cause shall be deemed to exist in particular
 - if a contracting party violates essential contractual obligations, or
 - if a contracting party defaults on payment after the opening of insolvency proceedings, or
 - if there are justified concerns regarding the creditworthiness of a contracting party against whom no insolvency proceedings have been opened and who, at the request of the contractor, neither makes advance payments nor provides suitable security prior to the contractor's performance, and the other contracting party was not aware of the poor financial circumstances at the time the contract was concluded.

12. Recruitment

- 12.1. The contractor (AdH GmbH) shall also advise the client in the event of the conclusion of a relevant placement contract with regard to the search for and selection of potential candidates from the field of specialists and executives.
- 12.2. The details of the responsibilities of the position to be filled and the personal and professional requirements profile shall be developed in consultation with the client in the form of a special specification.
- 12.3. The client undertakes to notify the contractor (AdH GmbH) immediately after conclusion of the contract of the conclusion of an employment contract with an applicant proposed by the contractor (AdH GmbH) and of the agreed remuneration. The fee is due upon conclusion of the employment contract with a proposed applicant and is payable immediately upon invoicing.
- 12.4. The information provided by the contractor (AdH GmbH) about an applicant is based on the information provided by the applicant or on information from third parties, in particular former employers. The contractor (AdH GmbH) therefore cannot guarantee the accuracy and completeness of the information provided.
- 12.5. The fee for the successful placement of a candidate is based on the amount agreed in the contract. The fee is calculated as a predetermined percentage of the gross annual salary contractually agreed between the client and the candidate. Costs incurred by candidates in connection with interviews with the client shall be reimbursed by the client at the candidate's request.

13. Other placement activities

- 13.1. If the contractor (AdH GmbH) is commissioned to perform other placement activities (such as the placement of loans or certain other forms of financing), the contractor (AdH GmbH) requires a range of information from the client. The client undertakes to provide the requested information and documents without delay.
- 13.2. The client acknowledges that incorrect and incomplete information may result in the brokerage efforts being less successful or unsuccessful. In the event that the client has caused the brokerage to fail through culpable misinformation, the client shall be obliged to pay damages to the contractor (AdH GmbH), in particular compensation for lost remuneration.
- 13.3. The client owes the contractor (AdH GmbH) the fee agreed upon at the time of conclusion of the contract. This fee is due for payment immediately after successful mediation and invoicing.

14. Liability/Damages

- 14.1. The contractor (AdH GmbH) shall be liable to the client for damages—except for personal injury—only in cases of gross negligence (intent or gross negligence). This also applies mutatis mutandis to damages attributable to third parties engaged by the contractor (AdH GmbH).
- 14.2. The contractor is not liable for lost profits, indirect damages, or consequential damages.

- 14.3. The contractor shall not be liable for the creditworthiness or contractual fidelity of lenders or applicants referred by it.
- 14.4. Claims for damages by the client can only be asserted in court within six months of becoming aware of the damage and the party responsible for it, but no later than three years after the event giving rise to the claim. Claims for financial losses are generally excluded.
- 14.5. The liability of the contractor (management consultant) is in any case limited to the amount of coverage provided by the existing professional liability insurance (€1,964,900.00 per insured event).
- 14.6. In any case, the client must prove that the damage is attributable to the fault of the contractor (AdH GmbH).

15. Confidentiality/data protection

- 15.1. The contractor (AdH GmbH) undertakes to maintain absolute confidentiality regarding all business matters that come to its knowledge, in particular business and trade secrets and any information it receives about the nature, scope of operations, and practical activities of the client.
- 15.2. Furthermore, the contractor (AdH GmbH) undertakes to maintain confidentiality towards third parties regarding the entire content of the work as well as all information and circumstances that have come to its knowledge in connection with the creation of the work, in particular also regarding the data of the client's customers.
- 15.3. The contractor (AdH GmbH) is released from the duty of confidentiality towards any assistants and representatives it employs. However, it must transfer the duty of confidentiality to them in full.
- 15.4. The confidentiality obligation shall continue indefinitely beyond the end of the contractual relationship. Exceptions shall apply in the case of statutory obligations to disclose information.
- 15.5. 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 guarantees the contractor that all necessary measures have been taken for this purpose, in particular those within the meaning of the Data Protection Act, such as declarations of consent from the persons concerned.
- 15.6. The contractor processes personal data exclusively in accordance with the provisions of the GDPR and the Austrian Data Protection Act. Separate data protection information in accordance with Art. 13 GDPR will be sent to the client upon request upon conclusion of the contract or, if required by law, automatically.

16. Electronic communication

- 16.1. The contractor (AdH GmbH) is entitled to send invoices to the client in electronic form. The client expressly agrees to the contractor (AdH GmbH) sending invoices in electronic form.
- 16.2. The client agrees to the sending of contract documents, offers, reports, and other correspondence by email. The contractor is not liable for transmission errors or security risks in electronic communication that are not its fault.

17. Final provisions

- 17.1. Amendments to the concluded contract and these General Terms and Conditions must be made in writing; the same applies to any waiver of this formal requirement. There are no verbal side agreements.
- 17.2. This contract is governed by Austrian substantive law, excluding the referral provisions of international private law. The place of performance is the place of business of the contractor (AdH GmbH). The court at the place of business of the contractor (AdH GmbH) shall have jurisdiction over any disputes.
- 17.3. Should any provision of these General Terms and Conditions be or become invalid in whole or in part, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a valid provision that comes closest to the economic purpose.
- 17.4. For consumers within the meaning of the Consumer Protection Act (KSchG), the mandatory consumer protection regulations apply; in all other cases, the contract is governed exclusively by Austrian commercial law.