

## GENERAL TERMS AND CONDITIONS OF BUSINESS

### ARGO PERSONALENTWICKLUNG GMBH

Dresdner Straße 43/DG  
1200 Vienna, Austria

Vienna, April 1<sup>st</sup>, 2021

#### 1. Establishment of Contract

- 1.1 The entering into contracts between the Customer and ARGO Personalentwicklung GmbH (hereinafter referred to as "ARGO") for the services to be mutually provided as well as all modifications of and amendments thereto shall be valid only when made in writing.
- 1.2 In addition to the agreements defined in the contract/offer, our current general terms and conditions apply. If the contract/offer contains deviating formulations from our general terms and conditions, those in the contract/offer are binding.
- 1.3 These General Terms and Conditions of Business shall prevail over general terms and conditions of the Customer.

#### 2. Services

- 2.1 ARGO shall provide its services through employees and/or ARGO-approved freelancers/subcontractors.
- 2.2 The scope, form, topic and target of the services shall be determined in detail in the relevant contract between the Customer and ARGO.
- 2.3 ARGO shall provide its services in the form of seminars, training courses, workshops, moderation, coaching, consulting services and project work.
- 2.4 An individual assessment of participants shall not take place.
- 2.5 ARGO does not warrant a particular success of any of its services, unless such warranty is expressly and specifically agreed in writing.

#### 3. Security of Services

- 3.1 The Customer recognizes the copyright of ARGO in and to the works (training documents, etc.) created by ARGO. The reproduction and/or distribution of the above-mentioned works by the Customer shall be subject to the prior written consent of ARGO.
- 3.2 ARGO represents that the works provided by it for the realization of the order do not conflict with copyrights and/or other rights of third parties.
- 3.3 Before and during the training activities, the Customer shall constantly inform ARGO on all conditions and circumstances relevant to the preparation and realization of the order. Audio and video recordings are only permitted with the written permission from ARGO. The Customer shall nominate a responsible contact person.
- 3.4 In the event that the Customer commissions third parties to work out parts of the training concept and/or to realize parts of the order, ARGO shall be commissioned to coordinate the order to achieve congruity as regards the conceptual and didactic requirements.
- 3.5 ARGO reserves the right to select seminar hotels as well as media producers, manufacturers of equipment, and other persons who shall be employed by ARGO for the realization of the order. Working conditions which are insufficient or different from those agreed upon may lead to a delay, and the costs of such delay shall be for the account of the Customer.
- 3.6 Unless stipulated otherwise, ARGO shall have the right to subsequently offer its services also to competitors of the Customer.

#### 4. Secrecy Obligation

The trainers/consultants undertake to keep secrecy in respect of any and all business and commercial matters and information which they gain knowledge of in the course of the cooperation with the Customer and which are of relevance to the Customer's business. This obligation shall survive the termination of the contractual activity.

#### 5. Fees and Costs

- 5.1 The first contact meeting shall be free of charge, unless stipulated otherwise.
- 5.2 It is agreed that a daily or lump-sum fees shall be paid for the services specified in Art. 2.3.
- 5.3 The use of assistants, films, documents, video spots, case studies, etc. shall be charged extra subject to consultation with the Customer.
- 5.4 Travel and accommodation costs of the trainers/consultants will be covered by the Customer and shall be charged separately.
- 5.5 In case the travel duration is more than 1 hour to the seminar or workshop, the trainers/consultants may arrive the previous day. These costs will be covered by the Customer.
- 5.6 The seminar location will be booked and paid by the Customer.
- 5.7 All prices quoted are without Value-added Tax.
- 5.8 Unless stipulated otherwise, agreed fees shall be charged immediately after the provision of the service and shall be due immediately, without any deduction.
- 5.9 The Customer has no right of set-off against, or withholding from, payments due.

#### 6. Change of Appointments/Dates

- 6.1 In case an appointment for the provision of the agreed services cannot be observed by ARGO due to illness, accident, force majeure, or other circumstances lying beyond ARGO's sphere of influence, ARGO offers to provide the services at a new date to be agreed upon, to the exclusion of any and all liability for damages.
- 6.2 The following conditions apply to the cancellation of placed and already scheduled appointments/services:
  - \_ Cancellation from order placement up to eight weeks before the agreed start of work: Cancellation fee 25% of the order sum
  - \_ Cancellation between eight and four weeks before the agreed start of work: Cancellation fee 50% of the order sum
  - \_ Cancellation less than four weeks before the agreed start of work: Cancellation fee 100% of the order sum
  - \_ Exception for individual coaching: In case a coaching is cancelled by the coachee less than 48 hours prior to the coaching, 100 % of the agreed fee will be charged.

#### 7. Modifications of and Amendments to the Contract

- 7.1 Modifications of and amendments to the Contract shall be valid only when made in writing.
- 7.2 If any provision hereof is ineffective or modified by written agreement, the validity of the other provisions hereof shall not be affected thereby.
- 7.3 These General Terms and Conditions of Business and their execution shall exclusively be governed by Austrian law.
- 7.4 Any and all disputes shall be settled before a court having jurisdiction at the corporate seat of ARGO Personalentwicklung GmbH, Vienna/ Austria.