

General Terms and Conditions

1. General Principles / Scope

1.1 These General Terms and Conditions apply exclusively to all legal transactions between the Client and the Contractor (Intralab GmbH). The version in force at the time the contract is concluded shall be decisive in each case.

1.2 These General Terms and Conditions also apply to all future contractual relationships, including where no express reference is made to them in supplementary agreements.

1.3 Conflicting general terms and conditions of the Client are invalid unless expressly acknowledged in writing by the Contractor.

1.4 The Contractor provides its services exclusively to entrepreneurs within the meaning of section 1 of the Austrian Commercial Code (UGB). These General Terms and Conditions do not apply to consumer transactions within the meaning of the Austrian Consumer Protection Act (KSchG).

1.5 Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions or of the contracts concluded on their basis. The invalid or unenforceable provision shall be replaced by a valid provision that comes closest to it in meaning and economic purpose. The same applies in the event of a gap in the provisions.

2. Scope of the Consulting Engagement / Representation

2.1 The scope of a specific consulting engagement is agreed contractually in each individual case.

2.2 The subject matter of the engagement is the agreed activity, not a particular economic outcome.

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2.3 The services provided by the Contractor are performed on the basis of the legal situation applicable at the time of performance. If the legal situation changes after the agreed service has been rendered, the Contractor is not obliged to notify the Client of such changes or of the resulting consequences for the usability of the services.

2.4 The Contractor is entitled to have the tasks incumbent upon it performed in whole or in part by third parties. Payment of the third party is made exclusively by the Contractor itself. No direct contractual relationship arises between the third party and the Client.

2.5 The allocation of data protection roles between the contracting parties is governed by Clause 10.

3. Client's Duty to Inform / Declaration of Completeness

3.1 The Client shall ensure that the organisational conditions at its place of business allow the consulting engagement to be carried out with as little disruption as possible and in a manner conducive to the swift progress of the consulting process.

3.2 The Client shall comprehensively inform the Contractor about consulting services previously carried out or currently ongoing, including those in other specialist fields.

3.3 The Client shall ensure that, even without specific request, all documents necessary for the fulfilment and execution of the consulting engagement are submitted to the Contractor in good time, and that the Contractor is informed of all processes and circumstances that may be relevant to the execution of the engagement. This also applies to all documents, processes and circumstances that only become known during the execution of the engagement.

3.4 The documents shall be made available to the Contractor in a substantively correct, complete and timely manner. The Contractor is not obliged to verify the documents submitted for completeness and accuracy. Such verification forms part of the engagement only where agreed in writing.

3.5 The Client shall ensure that its employees and any statutory employee representation body (works council) established are informed of the Contractor's activity before it commences.

4. Safeguarding Independence / Non-Solicitation



4.1 The contracting parties undertake to act loyally towards one another.

4.2 The contracting parties mutually undertake to take all measures suitable to prevent any threat to the independence of the third parties engaged by, and the employees of, the Contractor.

4.3 The Client undertakes, for the duration of the cooperation and for twelve months after its termination, neither to employ nor to directly engage employees of the Contractor or third parties engaged by the Contractor without the Contractor's prior written consent. A contractual penalty of EUR 25,000.00 is agreed for each case of infringement. The assertion of any damage exceeding this amount remains reserved.

5. Reporting

5.1 The Contractor undertakes to report to the Client on its own work, that of its employees and, where applicable, that of engaged third parties, in line with the progress of the work.

5.2 Where a final report has been agreed, the Client shall receive it within a reasonable period after completion of the engagement.

5.3 In producing the agreed work, the Contractor is not bound by instructions and acts at its own discretion and on its own responsibility. It is not bound to any particular place of work or working hours.

6. Protection of Intellectual Property

6.1 Copyright in the works created by the Contractor, its employees and engaged third parties (in particular proposals, reports, analyses, expert opinions, organisational charts, programmes, service descriptions, drafts, calculations, drawings and data media) remains with the Contractor. The Client may use them, both during and after termination of the contractual relationship, exclusively for the purposes covered by the contract. The Client is not entitled to reproduce or distribute the works without the Contractor's express consent. No liability of the Contractor towards third parties arises from unauthorised reproduction or distribution, in particular not for the accuracy of the work.

6.2 General models, methods and concepts introduced into the consulting work by the Contractor remain available to the Contractor without restriction for other uses.



6.3 A breach of these provisions by the Client entitles the Contractor to terminate the contractual relationship immediately and prematurely and to assert its statutory claims, in particular for injunctive relief and damages.

7. Warranty

7.1 Irrespective of fault, the Contractor is entitled and obliged to remedy inaccuracies and defects in its services that come to light. It shall inform the Client of these without delay.

7.2 The Client's warranty claims become time-barred twelve months after the respective service has been rendered. The presumption period under section 924 of the Austrian Civil Code (ABGB) is reduced to three months.

7.3 The Client shall notify defects in writing without delay after they become apparent.

8. Liability / Damages

8.1 The Contractor performs the agreed services with the diligence of a prudent entrepreneur within the meaning of section 1299 of the Austrian Civil Code (ABGB) and in accordance with the principles of proper professional practice (conscientiousness, independence and confidentiality).

8.2 The Contractor is liable only for intent and gross negligence. Liability for slight negligence is excluded; this does not apply to the breach of material contractual obligations, the fulfilment of which is essential to the proper performance of the contract and on the observance of which the Client may regularly rely. In such cases, liability is limited to the foreseeable damage typical of this type of contract at the time the contract was concluded.

8.3 Compensation for loss of profit, indirect damage, consequential damage, loss of interest and damage arising from third-party claims against the Client is excluded.

8.4 The Contractor's liability is limited in amount to the net fee agreed for the respective engagement.

8.5 The above exclusions and limitations of liability also apply to breaches of duty by the Contractor's employees and by persons for whose fault the Contractor is responsible.



8.6 The above exclusions and limitations of liability do not apply in cases of culpable injury to life, body or health, or of fraudulent concealment of defects.

8.7 The Client may assert claims for damages in court only within twelve months of becoming aware of the damage and the party causing it, and in any event no later than three years after the event giving rise to the claim.

8.8 The Client bears the burden of proving that the damage is attributable to fault on the part of the Contractor.

8.9 Where the Contractor performs the work with the assistance of third parties and warranty or liability claims arise against those third parties in this connection, the Contractor assigns such claims to the Client. In this case, the Client shall primarily pursue those third parties.

9. Confidentiality / Data Protection

9.1 Qualified consulting requires open information about the Client's plans and situation. All internal company data and information that becomes known to the Contractor in the course of the cooperation is treated as confidential. This does not apply to publications of the Client intended for internal company or general public circulation.

9.2 The Contractor undertakes to treat as confidential all information and technical and commercial knowledge that becomes known to it in the course of the consulting work, to use it only for the purposes of the agreed cooperation, and to make it accessible to third parties only with the Client's consent or subject to a comparable confidentiality obligation. The Contractor shall ensure compliance with the provisions of the Austrian Data Protection Act (DSG) and the General Data Protection Regulation (GDPR).

9.3 The Contractor is released from the duty of confidentiality vis-à-vis any assistants and representatives it engages. It must, however, impose that duty on them in full and is liable for their breach of the confidentiality obligation as for its own.

9.4 The Client warrants that the processing and use of the personal data it provides does not infringe the rights of third parties and that all necessary consents and authorisations are in place.

9.5 The Contractor protects all confidential information made accessible to it against unauthorised disclosure and unauthorised access by appropriate technical and organisational



measures within the meaning of Article 32 GDPR. Employees and engaged third parties are placed under corresponding obligations.

9.6 The Contractor is entitled to use insights from projects in aggregated and anonymised form, not traceable to individual companies or persons, for its own consulting services, for analyses, studies and specialist publications, and for the purposes of academic research. The data is not used to train AI models.

9.7 Information, documents and data may be transmitted electronically. The Client expressly authorises the Contractor to do so. Both contracting parties are aware that data transmitted electronically cannot be protected with absolute certainty against access by third parties. The Contractor accepts no liability for the absolute confidentiality or integrity of information transmitted over the internet. On request, the Contractor provides a platform for encrypted transmission.

9.8 The duty of confidentiality continues without limitation after the end of the contractual relationship. Exceptions apply in the case of statutory obligations to give evidence.

9.9 On termination of the cooperation, the Contractor shall hand over or destroy all documents and data media received. One copy each of the presentation materials and reports produced remains with the Contractor for record-keeping purposes. The use of anonymised insights under Clause 9.6 remains unaffected.

10. Recording, Transcription and Use of AI Systems

10.1 For the preparation, documentation and analysis of its services, the Contractor uses IT-supported systems including artificial intelligence systems, in particular for transcribing conversations, structuring and summarising content, and producing analyses and reports.

10.2 Conversations, interviews, workshops and meetings are recorded only after prior announcement. At the beginning of each session concerned, the Contractor informs participants of the purpose, the retention period and the option to object. If a participant objects, no recording is made.

10.3 The Client shall support the Contractor in informing participants in good time and shall state, before the activity begins, whether internal rules – in particular works agreements or co-determination rights of the employee representation body – preclude recording.



10.4 Audio recordings are used exclusively to produce the transcript. Recordings, transcripts and work products derived from them are deleted as soon as they are no longer required for the performance of the engagement.

10.5 Transcripts regularly contain names and other personal data. The Contractor limits their use and disclosure to the extent necessary for performing the engagement. Work products handed over to the Client are produced in summarised and non-personal form, unless the purpose of the engagement precludes this. Verbatim quotations are used only without attribution to individual persons.

10.6 The Contractor uses only providers with which an agreement pursuant to Article 28 GDPR is in place and which do not use the data provided to train their own models. Processing takes place within the EU or the EEA, or is safeguarded by an adequacy decision of the European Commission or by standard contractual clauses. The Contractor provides a current overview of the systems and sub-processors used on request.

10.7 Systems for detecting or analysing the emotions of individual persons are not used.

10.8 Before handover, work products are reviewed for substance and taken responsibility for by the Contractor. Outputs of an AI system are not passed on unreviewed.

10.9 The Contractor processes the personal data arising in connection with recordings and transcripts for the purposes set out in Clause 10.1 on its own responsibility and is, in this respect, a controller within the meaning of Article 4(7) GDPR. Where, by way of exception, processing takes place exclusively on the Client's instructions and for the Client's purposes, the contracting parties shall conclude a separate agreement pursuant to Article 28 GDPR.

10.10 The information for participants set out in the Annex to these General Terms and Conditions forms part of this Clause.

11. Fees

11.1 The fee is governed by the agreement between the contracting parties. Unless otherwise agreed, billing is based on person-days or on the agreed daily rates.

11.2 The Contractor is entitled to issue interim invoices in line with the progress of the work and to request payments on account.



11.3 Invoices are due for payment without deduction within 31 days of the invoice date. The Contractor issues an invoice that entitles the Client to deduct input tax and contains all legally required particulars.

11.4 Out-of-pocket expenses, incidental costs and travel costs are reimbursed in addition upon invoicing.

11.5 In the event of late payment, default interest is charged at the statutory rate pursuant to section 456 of the Austrian Commercial Code (UGB). The Client undertakes to reimburse the reminder and collection costs necessary for appropriate recovery.

11.6 Set-off against counterclaims is excluded unless such claims have been acknowledged in writing by the Contractor or established by a court. The Client has no right of retention.

11.7 In the case of contracts with a term of more than twelve months, the Contractor is entitled to adjust the agreed fees once a year in line with changes in the Consumer Price Index published by Statistics Austria (CPI 2020 or any index replacing it). The index value published for the month in which the contract was concluded serves as the baseline.

11.8 If the agreed work is not carried out for reasons attributable to the Client, or as a result of justified early termination by the Contractor, the Contractor retains the claim to payment of the entire agreed fee less expenses saved. Where an hourly or daily rate has been agreed, the fee is payable for the number of hours or days that would have been expected for the entire agreed work, less expenses saved.

11.9 In the event of non-payment of interim invoices, the Contractor is released from its obligation to provide further services. The assertion of further claims remains unaffected.

12. Appointments, Cancellation and Postponement

12.1 Agreed appointments – in particular workshop, training, facilitation and consulting days – are reserved by the Contractor on a binding basis and are not available to any other client during that period.

12.2 If the Client cancels or postpones an agreed appointment, the following applies: free of charge up to 10 days before the appointment; from the 9th to the 5th day before the appointment, 50 per cent of the agreed daily rate; from the 4th day before the appointment, 100 per cent of the agreed daily rate.



12.3 Travel and preparation costs already incurred and no longer cancellable are to be reimbursed irrespective of Clause 12.2.

12.4 If a replacement appointment is agreed within three months, any cancellation fee charged under Clause 12.2 is credited against it.

12.5 If the Contractor is prevented from attending an appointment, it shall promptly offer a replacement appointment or an equivalent substitute. The Client has no further claims.

13. Force Majeure

13.1 Events of force majeure that substantially impede or render impossible the provision of services – in particular natural disasters, epidemics and related official measures, strikes, armed conflict and large-scale failures of the power or telecommunications infrastructure – entitle both contracting parties to postpone performance for the duration of the impediment.

13.2 If the impediment lasts longer than two months, either contracting party is entitled to withdraw from the contract. Services already rendered shall be remunerated in that case. There are no claims for damages.

14. Electronic Invoicing

14.1 The Contractor is entitled to transmit invoices in electronic form. The Client expressly agrees to this. If the Client requires a particular structured invoice format, it shall state this before the engagement begins.

15. Term of the Contract

15.1 The contract generally ends upon completion of the project.

15.2 The contract may be terminated by either party at any time for good cause without observing a notice period. Good cause is deemed to exist in particular where a contracting party breaches material contractual obligations; where a contracting party falls into arrears after insolvency proceedings have been opened; or where there are justified concerns regarding a contracting party's creditworthiness and that party, upon the Contractor's request, neither makes advance



payments nor provides adequate security, and the other contracting party was unaware of the poor financial circumstances when the contract was concluded.

16. Final Provisions

16.1 The contracting parties confirm that all statements made in the contract have been made conscientiously and truthfully, and undertake to notify each other promptly of any changes.

16.2 Subject to prior agreement with the Client, the Contractor is entitled to name the Client as a reference client and to mention a general description of the services rendered.

16.3 Amendments to the contract and to these General Terms and Conditions require written confirmation by the Contractor; the same applies to any waiver of this formal requirement. There are no verbal side agreements.

16.4 Assignment by the Client of claims arising from this contract requires the Contractor's written consent.

16.5 The engagements, their performance and the claims arising from them are governed exclusively by substantive Austrian law, to the exclusion of the conflict-of-law rules of private international law and of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of performance is the Contractor's place of business. The court having subject-matter jurisdiction for the Contractor's registered office is agreed as the exclusive place of jurisdiction.

16.6 In the event of disputes arising from this contract that cannot be settled amicably, the contracting parties agree to involve registered mediators under the Austrian Civil Law Mediation Act (ZivMediatG) specialising in commercial mediation from the list maintained by the Ministry of Justice, with a view to out-of-court settlement. If no agreement can be reached on the selection of mediators or on the substance, legal steps will be initiated no earlier than one month after the negotiations have failed.

16.7 If mediation does not come about or is discontinued, Austrian law applies in any court proceedings subsequently initiated. All necessary expenses incurred as a result of prior mediation, in particular those for legal advisers involved, may as agreed be asserted as pre-litigation costs in court or arbitration proceedings.



16.8 These General Terms and Conditions are a translation of the German original. In the event of any discrepancy, the German version shall prevail.



Annex: Information for Participants

This information is addressed to persons taking part in interviews, workshops, meetings or other formats run by Intralab GmbH. It may be handed out as a standalone sheet or attached to invitations.

Who processes your data?

Intralab GmbH, Hernalser Hauptstraße 49/24, 1170 Vienna, Austria. Contact: office@intralab.net, +43 688 642 999 86. No data protection officer has been appointed.

What is processed?

The recording of the spoken word during the session, the transcript produced from it, and the analyses and work products derived from it. Transcripts regularly contain names and substantive statements by individual persons.

For what purpose?

For following up the session, for producing analyses and reports for the client, and for quality assurance of the consulting work. No performance or conduct monitoring takes place. No detection or analysis of individual persons' emotions takes place. No automated decision-making within the meaning of Article 22 GDPR takes place.

On what legal basis?

On the basis of your consent pursuant to Article 6(1)(a) GDPR. The recording is announced at the beginning of the session. If you object, no recording is made. Your participation in the session is independent of this; you will suffer no disadvantage from objecting. You may withdraw your consent at any time with effect for the future.



Who receives the data?

The client generally receives work products in summarised and non-personal form. Verbatim quotations are used without attribution to individual persons. For technical processing we use service providers for transcription and AI-supported analysis with which agreements pursuant to Article 28 GDPR are in place and which do not use the data to train their own models. Processing takes place within the EU or the EEA, or is safeguarded by an adequacy decision of the European Commission or by standard contractual clauses. We provide a current overview of the service providers used on request.

For how long?

Recordings, transcripts and work products derived from them are deleted as soon as they are no longer required for the performance of the engagement. At your request, we will delete your data sooner.

Your rights

You have the right of access (Article 15 GDPR), rectification (Article 16), erasure (Article 17), restriction of processing (Article 18), data portability (Article 20) and objection (Article 21). Please use the contact details given above. You also have the right to lodge a complaint with the Austrian Data Protection Authority, Barichgasse 40–42, 1030 Vienna, dsb@dsb.gv.at.