

## Attachment – General Terms and Conditions for Interim Management

### 1. Annual leave policy

The contract price includes an annual leave allowance of 25 working days for the interim manager.

### 2. Personal illness

In the event of personal illness over a longer period of time, VOON-Management will find an adequate replacement within 15 working days.

### 3. Provision of documentation/information

The client agrees to cooperate with VOON-Management GmbH in the performance of their services and to give such support, facilities and information as may be reasonably required. All documents will be handed over to the interim manager before the binding agreement is signed and any ambiguities or objections will be clarified and resolved prior to execution of the contract.

### 4. Availability

The services shall be provided for the duration of 12 months, with an average of 5-10 working days per calendar month, excepting public holidays and annual leave. Working hours and public holidays shall be in accordance with the laws of the Republic of Austria. For annual leave policy please also refer to Point 1 of this attachment.

Trips home will be coordinated and agreed with the client 5 working days before, except in the case of an emergency.

### 5. Infrastructure

The Client shall provide the necessary infrastructure and equipment required for the interim manager to carry out the assignment and also cover any acquisition and operating costs.

This includes: Mobile phone, office equipment, an adequate office including a computer with internet access, fax, office materials such as paper, files, punch, stapler and other usual stationery, protective clothing, etc.

### 6. Role of the interim manager

The authority, duties and responsibilities of the interim manager will be specified jointly with the Client by compiling a detailed job description, which shall be an integral part of this contract.

## 7. Payment

Charges will be debited monthly in arrears.

The work content will be documented by the interim manager. This forms the basis for the invoice.

One working day is calculated on the basis of 8 hours.

All travel and accommodation expenses for project-related travels will be covered by the Client. If it is necessary to leave the regular work premises for a business trip, e.g. to visit customers or suppliers, the corresponding working hours will be invoiced at the regular daily rate. Accommodation will be provided by the Client.

The interim manager can utilise the staff canteen on the same terms as the internal employees.

## 8. Work permit

A work permit will be provided by the Client should this be required by law.

## 9. Liability

9.1 Should VOON-Management GmbH be assigned the project, the compensation for damage caused by VOON-Management GmbH or its representatives is limited to a maximum of 15% of the order value. This 15% maximum limit also applies if a number of damages are caused by VOON-Management GmbH or its representatives.

9.2 VOON-Management GmbH shall not be held liable for any consequential loss or damages, e.g. lost profit or similar.

9.3 VOON-Management GmbH is indemnified against, and shall not be held liable for, any claims resulting from wrong decisions made by the interim manager provided.

Points 9.1 – 9.3 do not apply in the event of deliberate intent or gross negligence.

In the event of a claim both parties strive for a settlement out of court. All intellectual property rights, including copyright, which are capable of existing in any documents, computer software or information or (without limit) other materials created or provided pursuant to this contract by the VOON-Management GmbH shall be and remain the property of VOON-Management GmbH.

All liabilities shall expire upon termination of the contract.

## 10. Direct assignment

The Client shall not under any circumstances attempt to headhunt, employ or directly commission or assign the interim manager provided by VOON-Management GmbH.

## 11. Supply and service exclusions

After assignment, the assignee will perform the functions as set out in the job description. Any other functions, which are not specifically listed in the job description, are not part of the contract.

The delivery of essential material, goods or equipment for the project is not part of the contract.

## 12. Daily rate

Not included are the following expenses, which will be charged separately:

- Travel to and from the consultant's location to the assignment location; this does not apply if the assignment location is in the city of Salzburg
- Acquisition and operating costs for infrastructure (see Nr. 5 above)
- Local fees and taxes, costs for work permit or similar
- Travel expenses within the project (external project meetings, supplier visits, etc.)
- Project related insurances
- Accommodation