

GENERAL TERMS AND CONDITIONS

Eko Consulting GmbH | valid from 01/01/2026

1. GENERAL PRINCIPLES / SCOPE OF APPLICATION

- 1.1. These General Terms and Conditions apply exclusively to all legal transactions between the client and the contractor (Eko Consulting GmbH, hereinafter referred to as "contractor"). The version valid at the time the contract is concluded shall be decisive.
- 1.2. These General Terms and Conditions shall also apply to all future contractual relationships, even if expressly stated in supplementary contracts.
- 1.3. Any conflicting general terms and conditions of the client shall be invalid unless expressly accepted in writing by the contractor.
- 1.4. In the event that individual provisions of these General Terms and Conditions are or become invalid, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes closest to its meaning and economic purpose.
- 1.5. These General Terms and Conditions are directed exclusively at entrepreneurs within the meaning of Section 1 of the Consumer Protection Act (KSchG). The conclusion of a contract with consumers is excluded.

2. SCOPE OF THE CONSULTING ASSIGNMENT / REPRESENTATION

- 2.1. The scope of a specific consulting assignment shall be agreed contractually in each individual case.
- 2.2. The contractor is entitled to have the tasks incumbent upon him performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the contractor himself. No direct contractual relationship of any kind shall arise between the third party and the client.
- 2.3. The client undertakes not to enter into any business relationship with any persons or companies used by the contractor to fulfil its contractual obligations during the contractual relationship and for a period of 2 years after its termination. In particular, the client shall not commission these persons and companies to provide services that are the same or similar to those offered by the contractor.

3. CLIENT'S DUTY TO PROVIDE INFORMATION / DECLARATION OF COMPLETENESS

- 3.1. The client shall ensure that the organisational framework conditions at its place of business allow for the consulting assignment to be carried out with as little disruption as possible and in a manner conducive to the rapid progress of the consulting process.
- 3.2. The client shall also provide the contractor with comprehensive information about any previous and/or ongoing consulting services, including in other specialist areas.
- 3.3. The client shall ensure that the contractor is provided with all documents necessary for the fulfilment and execution of the consulting assignment in a timely manner, even without a specific request, and that the contractor is informed of all processes and circumstances relevant to the execution of the consulting assignment.
- 3.4. The client shall ensure that its employees and the statutory employee representative body (works council) are informed of the contractor's activities before the contractor commences work.

4. ENSURING INDEPENDENCE

- 4.1. The contracting parties undertake to maintain mutual loyalty.
- 4.2. The contracting parties undertake to take all appropriate precautions to prevent any threat to the independence of the contractor's commissioned third parties and employees. This applies in particular to offers made by the client to employ or take on assignments on its own account.

5. REPORTING / REPORTING OBLIGATION

- 5.1. The contractor undertakes to report to the client on his work, that of his employees and, if applicable, that of commissioned third parties in accordance with the progress of the work.
- 5.2. The client shall receive the final report within a reasonable period of time, i.e., 2 to 4 weeks, depending on the nature of the consulting assignment, after its completion.
- 5.3. The contractor is not bound by instructions in the production of the agreed work, acts at his own discretion and on his own responsibility. He is not bound to any specific place of work or working hours.

6. PROTECTION OF INTELLECTUAL PROPERTY

- 6.1. The copyrights to the work created by the contractor and its employees as well as commissioned third parties (in particular offers, reports, analyses, expert opinions, organisational plans, programmes, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with the contractor, unless otherwise agreed in section 10 (solvr. subscriptions) section or in a separate agreement.
- 6.2. During and after termination of the contractual relationship, the works may only be used by the client for purposes covered by the contract. In this respect, the client is not entitled to reproduce or distribute the work without the contractor's express consent.
- 6.3. Any breach of these provisions by the client shall entitle the contractor to terminate the contractual relationship with immediate effect and to assert other legal claims, in particular for injunctive relief and/or damages.

7. WARRANTY

- 7.1. The contractor 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.
- 7.2. The client's claim expires six months after the service is rendered.

8. LIABILITY / DAMAGES

- 8.1. The contractor shall be liable to the client for damages – except for personal injury – only in cases of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damages attributable to third parties engaged by the contractor.
- 8.2. The contractor's liability is limited to the amount covered by the existing professional liability insurance. This currently amounts to a maximum of EUR 2,373,800.00 per claim.
- 8.3. 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.
- 8.4. The client must provide evidence that the damage is attributable to the contractor's fault.
- 8.5. If the contractor performs the work with the assistance of third parties and warranty and/or liability claims arise against these third parties in this context, the contractor shall assign these claims to the client. In this case, the client shall primarily hold these third parties liable.

9. CONFIDENTIALITY / DATA PROTECTION

- 9.1. The contractor undertakes to maintain absolute confidentiality regarding all business matters that come to his knowledge, in particular business and trade secrets, and any information he receives about the client's nature, scope of operations, and practical activities.
- 9.2. Furthermore, the contractor undertakes to maintain confidentiality towards third parties regarding the entire content of the work and all information and circumstances that have come to his knowledge in connection with the creation of the work, in particular also regarding the data of the client's clients.
- 9.3. The contractor is released from the duty of confidentiality towards any assistants and representatives. However, he must transfer the duty of confidentiality to them in full and is liable for their breach of the confidentiality obligation as he would be for his own breach.
- 9.4. The duty of confidentiality shall continue indefinitely beyond the end of this contractual relationship. Exceptions shall apply in the case of statutory obligations to disclose information.
- 9.5. If the contractor processes personal data on behalf of the client in the course of providing services, a separate data processing agreement shall be concluded in accordance with Art. 28 GDPR. The client guarantees the contractor that all necessary data protection measures, in particular legal bases and information obligations towards data subjects, have been fulfilled.

10. SOLVR SUBSCRIPTIONS

10.1. Subject matter of the service

Eko Consulting GmbH offers subscription services under the "solvr." brand in the areas of management consulting, graphics and design, audio/video/photo, communication, AI integration and production. The specific scope of services is set out in the current service description at www.solvr.vision.

10.2. Conclusion of contract and term

10.2.1. The contract is concluded exclusively online at www.solvr.vision. The contract is concluded upon completion of the order process.

10.2.2. The following terms are available: monthly subscription (31-day interval), quarterly subscription (3 calendar months), annual subscription (12 calendar months).

10.2.3. The subscription is automatically renewed for the same term unless it is cancelled before expiry.

10.3. Termination

10.3.1. Cancellation can be done online via the customer portal at <https://billing.stripe.com/p/login/4gwbLHbWz3ON96U9AA> or by email to hallo@solvr.vision.

10.3.2. Cancellation is possible at any time at the end of the current billing period.

10.3.3. Refunds for payments already made are excluded, even in the event of early termination of quarterly or annual subscriptions.

10.4. Pausing (monthly subscription only)

10.4.1. With a monthly subscription, the client can pause the term at any time. The pause is initiated by sending an email to hallo@solvrvision or via the project management tool provided (Trello).

10.4.2. The pause interrupts the billing interval and stops automatic renewal. The pause begins at 00:00 (Time Zone Vienna/Austria) on the day following the notification.

10.4.3. The remaining days of the 31-day interval will be credited to the client and can be used later.

10.4.4. Upon reactivation after a pause, the subscription will continue for at least five working days. A shorter term requires the contractor's consent.

10.5. Order placement and processing

10.5.1. Orders are placed and processed through the contractor's online project management tool (currently Trello). The client will receive access to the tool upon completion of the contract.

10.5.2. The contractor processes one order at a time. The next order is only started after the previous one has been completed or approved.

10.5.3. Unlimited correction loops are possible. Each correction loop is treated as a separate work step, thereby delaying the processing of subsequent orders.

10.5.4. The contractor is entitled to divide orders into sub-orders. The contractor is responsible for estimating the expected processing time.

10.5.5. The average processing time is two working days per order. More complex orders may take longer.

10.6. Rights of use

10.6.1. Notwithstanding point 6, upon full payment, the client shall receive an exclusive right of use, unlimited in time, space, and content, to all works created within the framework of a solvr. membership.

10.6.2. The right of use includes the right to reproduce, distribute, make publicly available, edit and further develop the work for all types of use and media.

10.6.3. It is not necessary to name the contractor as the author.

10.6.4. The right of use shall only be transferred to the client upon full payment of all outstanding claims.

10.7. Stock material and licences

10.7.1. The subscription includes up to 20 stock photos or graphics per month from the image databases used by the contractor.

10.7.2. If more than 20 stock elements per month are required, this shall be agreed with the client. Additional costs shall be communicated in advance.

10.7.3. The rights of use for stock material are based on the licence conditions of the respective provider. The contractor shall ensure that the licences acquired permit the client's commercial use.

10.7.4. For special licences subject to a fee (e.g. extended licences, exclusive use), the client shall bear the additional costs after prior consultation.

10.8. Production days

10.8.1. Services that require physical presence on site (e.g. photo shoots, drone shots, video shoots) will be charged separately as production days.

10.8.2. The cost per production day is EUR 1,000.00 net (plus VAT) for assignments in Austria. For assignments in other countries, an individual agreement will be made.

10.8.3. Post-processing of material from production days (e.g. image editing, video editing) is included in the monthly flat rate.

10.9. Payment

10.9.1. The fee is payable in full in advance for the respective billing period.

10.9.2. Payment is made online via the payment service provider Stripe. By taking out a subscription, the client authorises direct debit for recurring payments.

10.9.3. In the event of late payment, the contractor is entitled to block access to the project management tool and suspend order processing until the outstanding payment is settled.

10.10. Liability for legal violations

10.10.1. The contractor guarantees that the works created by them do not infringe any third-party rights (in particular copyright, trademark, or personal rights), insofar as they have created or procured the elements used themselves.

10.10.2. If the client provides templates, logos, texts or other materials, the responsibility for their legality lies with the client. The client indemnifies the contractor against all third-party claims arising from the use of these materials.

II. FEE

11.1. Unless otherwise specified in section 10 (solvrv. memberships) or in a separate agreement, the contractor shall receive a fee in accordance with the individual agreement upon completion of the agreed work.

11.2. The contractor is entitled to submit interim invoices in accordance with the progress of the work and to demand advance payments corresponding to the respective progress. The fee is due upon invoicing.

11.3. The contractor shall issue an invoice entitling the client to deduct input tax and containing all required information.

11.4. Any cash expenses, travel costs, etc., incurred shall be reimbursed by the client in addition to the invoice.

11.5. If the agreed work is not carried out for reasons attributable to the client or due to a justified premature termination of the contractual relationship by the contractor, the contractor shall retain the right to payment of the entire agreed fee less any expenses saved. The saved expenses are agreed at a flat rate of 30 per cent of the fee for services the contractor has not yet rendered as of the date of termination of the contractual relationship.

11.6. In the event of non-payment of interim invoices, the contractor shall be released from its obligation to provide further services. This shall not affect the assertion of further claims resulting from non-payment.

12. ELECTRONIC INVOICING

12.1. The contractor is entitled to send invoices to the client in electronic form. The client expressly agrees to the sending of invoices in electronic form.

13. TERM OF THE CONTRACT

13.1. The contract generally ends upon completion of the project or, in the case of subscriptions, in accordance with section 10.3.

13.2. Notwithstanding this, either party may terminate the contract at any time for good cause without notice. Good cause shall include, in particular:

- If a contracting party violates essential contractual obligations
- If a contracting party defaults on payment after the opening of insolvency proceedings
- If there are justified concerns regarding the creditworthiness of a contracting party, and the latter neither makes advance payments nor provides suitable security at the request of the contractor

14. FINAL PROVISIONS

14.1. The contracting parties confirm that all information in the contract has been provided conscientiously and truthfully and undertake to notify each other immediately of any changes.

14.2. Amendments to the 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. The electronic form (e-mail) satisfies the written form requirement.

14.3. This contract is governed by Austrian substantive law, excluding the referral provisions of international private law and the UN Convention on Contracts for the International Sale of Goods.

14.4. The place of performance is the contractor's registered office in 4060 Leonding, Austria.

14.5. The court in Linz, Austria, shall have exclusive jurisdiction over any disputes arising from or in connection with this contract.

Eko Consulting GmbH

Kornstrasse 10 · 4060 Leonding · Austria

www.ekoconsult.at