

# REMOTID

## VIRTUAL WORKFORCE

### GENERAL TERMS AND CONDITIONS of Business Mediation of work and services

#### 1. Definitions

1.1 REMOTID GmbH within the meaning of this contract refers to the CONTRACTOR, as well as individually and collectively, all companies affiliated with it, in particular parent, sister, and subsidiary companies.

1.2 Confidential Information within the meaning of this contract includes:

1.2.1 All trade secrets within the meaning of Directive (EU) 2016/943 of the European Parliament and of the Council on the protection of confidential know-how and confidential business information (trade secrets) against unlawful acquisition, use, and disclosure, owned by REMOTID or the CLIENT. This includes, for example, all data relating to and concerning customers, employees, suppliers, or other business partners, billing and calculation data, as well as all information regarding internal (process) procedures of a CONTRACTING PARTY, as well as all documents, offered and planned products and services, contracts, programs, (software) source codes, strategies, business operations with customers and other business partners.

1.2.2 All information in which REMOTID or the CLIENT, their shareholders, legal representatives, board members, as well as customers, suppliers, and other contractual partners have a confidentiality interest, even if they are not trade secrets within the meaning of the aforementioned Directive. This includes, for example, information regarding the financial or personal circumstances of employees or board members, the corporate structure, current or future business developments, which become disclosed or known to the other CONTRACTING PARTY in any form during the performance of this contract.

1.3 IP Rights within the meaning of this contract refer to all inventions, inventive steps, protectable or non-protectable new and further developments of products and technologies, designs/industrial designs, utility models, trademarks, as well as works within the meaning of copyright law, including computer programs and database works, as well as all comparable global, national, EU, and international protection rights.

1.4 Personal Data within the meaning of this contract refers to all personal data entrusted or made accessible to the CONTRACTOR in the course of fulfilling the contract from data processing operations for which a CONTRACTING PARTY is either the data controller or data processor.

1.5 Breach of Contract within the meaning of this contract is any violation (by omission or active conduct) of one or more provisions of this agreement or a legal obligation that is within the control of the CLIENT. Each active act or omission that is distinct in terms of location, time, or subject matter from other breaches constitutes a separate violation. In the case of continuous violations (e.g., unauthorized poaching), unless otherwise regulated, each week that begins constitutes a separate breach.

#### 2. Scope of Services

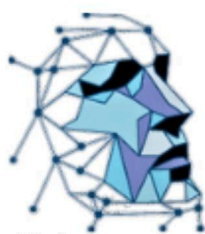
2.1 The CLIENT may request that certain services be performed either by the CONTRACTOR directly or by specific subcontractors. The CONTRACTOR will take these requests into account; however, the CLIENT has no entitlement to the performance of specific services by particular companies or individuals. The CONTRACTOR is entitled to replace assistants at any time.

#### 3. Obligations of the Contracting Parties

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3.1 The CONTRACTOR may delegate the execution of services to third parties (subcontractors) and make use of their assistance but remains liable for any fault of their assistants as if it were their own. If the CONTRACTOR involves assistants, they are required to contractually impose their obligations under this contract, particularly regarding confidentiality and IP rights (Sections 5 and 6), onto these assistants. No legal relationship arises between the CONTRACTOR's assistants and the CLIENT. The CLIENT is not authorized to issue instructions to the CONTRACTOR's assistants. All matters related to the execution of this contract are to be coordinated exclusively between the CONTRACTING PARTIES.

3.2 The CLIENT and the CONTRACTOR shall continuously inform each other about significant events and developments related to the contractual relationship and its fulfillment.

3.3 As part of their duty to cooperate, the CLIENT is responsible for verifying the proper condition of any prior work before the CONTRACTOR begins performing services and is obligated to promptly provide the CONTRACTOR with all relevant information, even after the contract is signed. The CLIENT must grant the CONTRACTOR and any designated assistants access to the necessary IT systems of the CLIENT and, if required, to its premises. If the CLIENT fails to provide or delays in providing the necessary information as per this contractual point, they are liable for the consequences of the omission or delay, bearing any resulting consequences, especially delays or additional costs.

3.4 The CLIENT is obligated to inform the CONTRACTOR if the provision of the work requires the conclusion of a contract for data processing (Article 28 GDPR) or if the fulfillment of the contract establishes joint responsibility (Article 26 GDPR). The CLIENT shall prepare the necessary agreements at their own expense and provide them to the CONTRACTOR in a timely manner for review.

3.5 Apart from any mandatory statutory duty to warn, the CONTRACTOR is not obligated to verify the suitability of the documents and information provided by the CLIENT, the supplied hardware and software, or existing prior work for achieving the intended success. The CONTRACTOR may rely on the accuracy and completeness of the information provided by the CLIENT. The defense of contributory negligence by the CONTRACTOR is excluded.

### **4. Confidentiality**

4.1 The CONTRACTING PARTIES commit to strict confidentiality of all confidential information and personal data that becomes known to them, indefinitely and towards everyone. This obligation applies without time limitation, even after the end of this contract.

4.2 The CONTRACTING PARTIES agree to use confidential information and personal data exclusively for fulfilling obligations under this contract and do not acquire any rights to the confidential information of the other PARTY. Verbal, written, or digital disclosure, provision, making accessible, transmission, or similar actions to third parties—whether partially or fully (except for the permitted involvement of assistants)—is only permissible with prior written consent from the other CONTRACTING PARTY. The CLIENT is obligated to ensure that third parties do not gain knowledge of confidential information or personal data.

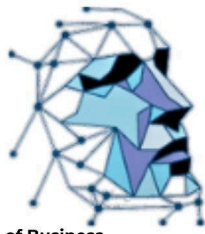
4.3 If a CONTRACTING PARTY is legally obliged or ordered by a court or authority to disclose confidential information or personal data, or if proceedings are initiated where disclosure is conceivable, the PARTY is required to inform the other CONTRACTING PARTY immediately, and in any case before disclosure occurs. The disclosing PARTY commits to continuously inform the other PARTY about such proceedings and to promptly provide all relevant information, enabling the other PARTY to assert their rights, such as filing legal remedies.

4.4 The CONTRACTING PARTIES agree to return or, after prior written approval, destroy data carriers or documents containing confidential information or personal data, including all copies, upon termination of the contract. The CLIENT has no right to retain such items. A right to retain or store only exists for the confidential information necessary to assert and/or defend claims (particularly warranty claims) for the duration of the relevant assertion periods or as long as claims by the other CONTRACTING PARTY or third parties are conceivable.

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4.5 The CLIENT agrees not to poach or contact for this purpose any employees or freelancers of REMOTID, especially those involved in fulfilling the contract for the customer, during the contract term and within 12 months after its conclusion. A breach of this clause also occurs if the CLIENT poaches or attempts to poach REMOTID GmbH employees for a third party.

4.6 In the event of a breach of any obligation under this Section 4, the breaching CONTRACTING PARTY agrees to pay a contractual penalty of EUR 30,000.00 per breach to the other PARTY, due upon assertion. If multiple employees are poached in violation of Section 5.6, the employment of each individual employee constitutes a separate breach. Each attempt to poach is also considered a breach. In case of a continuous violation, each week of employment as an employee or freelancer constitutes a separate breach. The CONTRACTOR expressly reserves the right to assert additional claims, especially for injunctions and compensation for any damage exceeding this amount.

### **5. IP Rights**

5.1 All IP rights created by the CONTRACTOR (including its assistants under this contract) in the course of fulfilling this contract shall, in the absence of a different written agreement (e.g., if it concerns a work under Section 5.3), belong to the CONTRACTOR. This also includes the right to register in the relevant registers or offices (national or international) in the name of the CONTRACTOR or a third party designated by it, to transfer the rights to third parties (especially through licensing), and all usage rights. For works under copyright law, Section 5.2 applies. The CLIENT agrees to cooperate promptly and free of charge in any necessary registrations. In the absence of a different written agreement (e.g., if it concerns a work under Section 5.3), the CONTRACTOR grants the CLIENT a non-exclusive right of use for IP rights created by the CONTRACTOR under this contract.

5.2 For works under the Copyright Act, the CLIENT acquires, upon acceptance (Section 6), a non-exclusive, unlimited right in terms of time, geography, and content to use the work—unless otherwise agreed (e.g., if it concerns a work under Section 5.3).

The CLIENT is entitled, for example, to reproduce, supplement, continue, modify the work (including connecting software with other programs, redesigning it, converting it into other programming languages, and for other operating systems), or make it available to other persons or companies or grant rights to it, either for payment or free of charge.

5.3 If the work is entirely or partially a custom-made or specially programmed software for the CLIENT, the CLIENT receives an exclusive and unrestricted right to use these parts, explicitly and in writing agreed upon, upon acceptance (Section 6). However, the CONTRACTOR is not obligated to provide the source code. If this custom-made or specially programmed software contains IP rights that already existed with the CONTRACTOR before the start of the project, the CLIENT, regardless of any other agreement, only acquires a non-exclusive right of use for these components.

5.4 If there is to be any further granting or transfer of rights to the CLIENT beyond what is outlined in this section, the CONTRACTOR is entitled to separate compensation. In the absence of a different agreement, appropriate compensation is deemed agreed.

### **6. Acceptance**

6.1 The CLIENT will, after the successful completion of a phase of performance, conduct an acceptance of the respective part of the work. If the work is successfully completed, a final acceptance will take place.

6.2 An acceptance protocol will be prepared for each acceptance, which must be signed by the CONTRACTING PARTIES. Any defects that still need to be corrected must be described conclusively in the acceptance protocol; defects beyond this cannot be asserted.

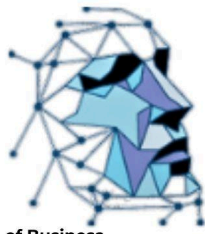
6.3 The CONTRACTOR will, if previously agreed, provide the CLIENT with all necessary and appropriate documentation for the use of the work at the time of the final acceptance.

6.4 The CLIENT is only entitled to reject the acceptance or final acceptance if the work has substantial defects that impair its intended use. Other defects do not prevent acceptance.

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# REMODID

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## 7. FEES / PAYMENT TERMS

7.1 Unless otherwise agreed in writing, the agreed fee amounts are net amounts plus any applicable value-added tax. Cash expenses as well as any expenses and costs for necessary or appropriate purchased services and products (hardware and software, including any license fees) will be invoiced separately by the CONTRACTOR, unless a written agreement to the contrary is made.

7.2 If billing is based on an hourly rate, the CONTRACTOR will provide the CLIENT with monthly time records for all personnel, assistants, and subcontractors involved in the performance of the work. If these records are not disputed in writing within five days of receipt by the CLIENT, specifying the contested points, they will be deemed accepted as accurate and will be the basis for billing. In the case of billing by hourly rate, the CONTRACTOR is entitled to monthly billing unless otherwise agreed in the payment schedule.

7.3 The fee, unless otherwise agreed in the payment schedule, is due for payment within 14 days to an account specified by the CONTRACTOR after acceptance by the CLIENT in accordance with Section 6.

7.4 If a statement (partial, interim, or final invoice) is not disputed in writing within five days of receipt by the CLIENT, specifying the contested points, it is deemed accepted as correct. Each invoice is due for payment without deductions within 14 days of receipt; otherwise, the CONTRACTOR is entitled to charge default interest of eight percent per annum.

7.5 The agreed fee amounts cover the services agreed upon in this contract. For change requests or other subsequent amendments, Section 5.2 of the work contract (PROJECT SCHEDULE) applies. The CONTRACTOR is entitled to a reasonable subsequent increase or an additional reasonable fee.

7.6 The CLIENT has no right of retention against the CONTRACTOR under any circumstances.

## 8. LIABILITY / WARRANTY

8.1 The CONTRACTOR is responsible for delivering the work according to the specifications of this contract. The CONTRACTOR is liable to the CLIENT for the proper, complete, and timely completion of only the work defined in work contract Section 2 SCOPE of SERVICE. Integration with the CLIENT's systems, interface programming, or any other connection to the CLIENT's existing systems is only required if explicitly agreed.

8.2 The CONTRACTOR warrants that the fulfillment of this contract, particularly the granting or transfer of IP rights to the CLIENT, does not infringe on the rights of third parties and that the work does not contain any components of open-source code or software.

8.3 The warranty period is 6 months from acceptance. For partial acceptances, the period starts with the partial acceptance for the accepted parts. For legal defects, the period starts from when the defect becomes recognizable to the CLIENT. The reversal of the burden of proof under § 924 ABGB is mutually excluded.

8.4 Unless otherwise agreed, all defects must be reported by the CLIENT in writing within seven days of their recognition, specifying the contested points, otherwise, warranty claims against the CONTRACTOR are excluded.

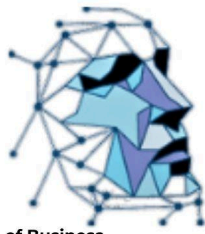
8.5 The CONTRACTOR's liability for mere financial damages and third-party or consequential damages (e.g., production losses or operational downtimes), or force majeure is excluded. The CONTRACTOR is liable – except for personal injury – only in cases of gross negligence. The CONTRACTOR's liability is – except for personal injury – limited to EUR 10,000.00 per damage event and in any case to the amount of the agreed fee for the work.

8.6 If the CONTRACTOR or any member of REMODID GmbH or employee is prosecuted and/or held responsible due to the CLIENT's breaches of this contract or legal provisions, the CLIENT shall be liable for any damages, fines, and other disadvantages.

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8.7 The obligation to indemnify under all points of this contract includes, in particular, the reimbursement of all costs and expenses for the judicial and extrajudicial defense against claims and appropriate legal action, including court, expert, or attorney fees.

**9. FINAL PROVISIONS**

9.1 If any provisions of this contract are or become ineffective, invalid, or unenforceable, the effectiveness, validity, and/or enforceability of the remaining provisions of the contract shall not be affected. The ineffective provision shall be replaced by a valid, effective, or enforceable provision that comes as close as possible to the intended economic purpose of the original provision. This also applies to supplementary contract interpretation in the case of contractual gaps.

9.2 Amendments and additions to this contract require written form to be effective; this also applies specifically to the waiver of this form requirement.

9.3 This contract is executed in duplicate, with one copy each for the CONTRACTOR and the CLIENT.

9.4 The CONTRACTOR is at any time entitled to transfer rights and obligations under this contract to third parties, particularly to affiliated companies. The CONTRACTOR shall have no claims arising from such a transfer, including no right of termination.

9.5 The place of performance is the registered office of the CLIENT.

9.6 The contract is governed by substantive Austrian law, excluding conflict-of-law rules and the UN Sales Convention.

9.7 The court with subject-matter jurisdiction at the registered office of the CLIENT shall have exclusive jurisdiction for all disputes arising from this contract, including disputes regarding the existence or non-existence of the contract.

9.8 The CONTRACTING PARTIES must immediately notify each other of any changes in their business address or the named contact persons. Documents are deemed to have been received by the recipient if sent to the most recently provided address.

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