General Terms and Conditions (GTCs)

Kamelion Clinical and Medical Affairs e.U.

1. General Principles / Scope

1.1 All legal transactions between the Client – hereinafter referred to as "the client" – and the Contractor (Kamelion Clinical and Medical Affairs e.U, represented by its owner Dipl.-Ing. Jasmin Kastner, PhD) – hereinafter referred to as "the Contractor" – shall be governed exclusively by these General Terms and Conditions. The version valid at the time of the conclusion of the contract shall be applicable in each case.

1.2 These General Terms and Conditions shall also apply to all future contractual relationships, thus even if no express reference is made thereto in the case of supplementary contracts.

1.3 Any conflicting general terms and conditions of the Client shall be invalid unless explicitly accepted by the Contractor in writing.

1.4 In the event that individual provisions of these General Terms and Conditions should be and/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 as close as possible to its meaning and economic purpose.

2. Scope of the consultancy mandate and placement of the mandate

2.1 The scope of a specific consulting assignment shall be contractually agreed in the individual case. The type and scope of the agreed service are derived from the contract, the power of attorney and these General Terms and Conditions.

2.2 Changes and amendments to the assignment must be confirmed in writing by the Contractor in order to become part of the present contractual relationship.

2.3 The Contractor undertakes to duly execute the assignment placed with her in accordance with the generally recognized rules of technology and the principles of economic efficiency.

2.4 The Contractor shall be entitled to have the tasks she is responsible for, performed in whole or in part by third parties. Payment of the third party shall be made exclusively by the Contractor herself. No direct contractual relationship whatsoever shall arise between the third party and the Client. The Contractor shall, however, be obliged to notify the Client of this intention in writing and to give the Client the opportunity to object to the placing of the order with a third party within 10 days.

2.5 The Client undertakes not to enter into any business relationship whatsoever with persons or companies used by the Contractor for the performance of its contractual obligations during or until the expiry of three years after the termination of this contractual relationship. In particular, the Client shall not commission these persons and companies with such or similar consulting services that are also offered by the Contractor.

2.6 The Contractor is entitled to use artificial intelligence (AI) technologies and software solutions to support the performance of the agreed services. Such technologies are used solely as supporting tools and do not replace professional expertise, judgment, or review by the Contractor. All professional assessments, regulatory recommendations, scientific evaluations, and final work products shall be reviewed, validated, and approved by the Contractor prior to delivery to the Client. The Contractor is responsible only for the final work products delivered to the Client and not for intermediate outputs generated by AI systems

3. Client's duty of disclosure / Declaration of Completeness

3.1 The Client shall also inform the Contractor comprehensively about previously performed and/or ongoing consultations - also in other specialist areas.

3.2 The Client shall ensure that all documents necessary for the fulfillment and execution of the consulting order are submitted to the Consultant in a timely manner, even without the latter's special request, and that the Consultant is informed of all processes and circumstances that are of importance for the execution of the consultancy order. This shall also apply to all documents, processes and circumstances which only become known during the Consultant's activities.

3.3 The Client shall ensure that his/her employees and the employee representatives (works council) provided for by law and established, if any, are informed by the Contractor prior to the commencement of the Contractor's activities.

4. Ensuring independence

4.1 The contracting parties undertake to be loyal to each other.

4.2 The contracting parties mutually undertake to take all precautions that are suitable to prevent the independence of the commissioned third parties and employees of the Contractor from being endangered. This shall apply in particular to offers made by the Client for employment or the acceptance of orders on its own account.

5. Reporting / Reporting obligation

5.1 The Contractor undertakes to report to the Client on her work and, if applicable, also on the work of third parties in accordance with the progress of the work.

5.2 The Contractor shall not be subject to instructions in the production of the agreed work and shall act at her own discretion and under her own responsibility. The Contractor shall not be bound to any specific place of work and any specific working hours.

6. Protection of intellectual property

6.1 The copyrights to the works created by the Contractor and commissioned third parties (in particular reports, analyses, documents, templates, programs, performance specifications, drafts, drawings, data carriers, etc.) shall remain with the Contractor. They may be used by the Client during and after termination of the contractual relationship exclusively for purposes covered by the contract. In this respect, the Client shall not be entitled to reproduce and/or distribute the work(s) without the express and prior consent of the Contractor. Under no circumstances shall an unauthorized reproduction/distribution of the work give rise to any liability on the part of the Contractor - in particular for the correctness of the work - vis-à-vis third parties.

6.2 Any violation of these provisions by the Client shall entitle the Contractor to terminate the contractual relationship immediately and prematurely and to assert other statutory claims, in particular for injunctive relief and/or damages.

7. Warranty

7.1 The Contractor shall be entitled and obligated, without regard to fault, to remedy any inaccuracies and defects in her performance that become known within the scope of the statutory warranty. She shall inform the client thereof without delay.

7.2 This claim of the Client shall expire six months after the performance of the respective service.

8. Liability / Compensation for Damages

8.1 The Contractor shall be liable to the Customer for damages - except for personal injuries - only in case of gross negligence (intent or gross negligence). This shall also apply mutatis mutandis to damages caused by third parties engaged by the Contractor.

8.1a The Contractor's liability shall be limited in amount to the coverage sum of her professional indemnity insurance (financial loss liability) currently in force, presently EUR 1,000,000.00 per insured event. This limitation shall not apply to the extent mandatory law provides otherwise.

8.2 Claims for damages by the Client may only be asserted in court within eight weeks of knowledge of the damage and the damaging party, but at the latest within six months of the event giving rise to the claim.

8.3 Claims for transformation and price reduction are excluded. Claims for improvement or supplementation of the missing parts shall be fulfilled by the Client within an appropriate period, which shall generally be one third of the performance period agreed for the performance of the service. A claim for damages for delay cannot be asserted within this period.

8.4 The Customer shall in each case furnish proof that the damage is due to the fault of the Contractor.

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 have priority over these third parties.

8.6 The Contractor does not warrant or guarantee any regulatory outcome, approval, certification, conformity assessment, notified body decision, market authorization, or other decision by competent authorities or third parties. Any recommendations provided by the Contractor are based on the information available at the time of the assignment and represent professional assessments only.

9. Confidentiality / Data protection

9.1 The Contractor undertakes to maintain absolute confidentiality about all business and scientific matters that come to her knowledge, in particular business and trade secrets as well as any information that she receives about the nature, scope of operations, practical activities and scientific findings (“intellectual property”) of the Client.

9.2 Furthermore, the Contractor undertakes to maintain secrecy vis-à-vis third parties regarding the entire content of the Work as well as all information and circumstances received in connection with the creation of the Work, in particular data of clients of the Client, data of study participants as well as sensitive internal business data.

9.3 The Contractor shall be released from the duty of confidentiality vis-à-vis any assistants and deputies she uses. However, she shall fully transfer the duty of confidentiality to them and shall be liable for their breach of the duty of confidentiality as for her own breach.

9.4 The duty of confidentiality shall extend indefinitely beyond the end of this contractual relationship. Exceptions exist in the case of legally stipulated obligations to testify.

9.5 The Contractor processes personal data that comes to her knowledge within the scope of the consulting mandate as an independent controller within the meaning of the GDPR, insofar as the processing takes place within the scope of her professional and scientific activity. The processing is based on the contract concluded between the parties (Art. 6 para. 1 lit. b GDPR) and, to the extent necessary, on legitimate interests (Art. 6 para. 1 lit. f GDPR). The Client shall ensure that it is entitled to transfer the personal data provided to the Contractor.

9.6 The Contractor shall also be obliged to maintain secrecy in her consulting activities if and as long as the Client has a justified interest in such secrecy. After the execution of the assignment, the Contractor shall be entitled to publish information about the contractual project for advertising purposes (e.g. references), with the exception of information subject to secrecy, unless otherwise contractually agreed.

9.7 The Contractor may use AI-assisted software tools to support the creation of work products (e.g., reports, analyses, drafts, documentation). All content created with the assistance of such tools is reviewed, edited, and approved by the Contractor prior to delivery to the Client; the Contractor assumes full substantive and editorial responsibility for the delivered work product. Upon the Client's request, the Contractor shall provide information on the type and extent of such tool usage in connection with the relevant assignment.

10. Fee

10.1 After completion of the agreed service, the Contractor shall receive a fee in accordance with the agreement between the Client and the Contractor. The Contractor shall be entitled to issue interim invoices in accordance with the progress of the work and to demand payment on account in accordance with the respective progress. The fee shall be due in each case upon presentation of the invoice by the Contractor.

10.2 The Contractor shall issue an invoice with all legally required features entitling to deduct input tax. The stated fee amounts do not include value added tax (VAT), which shall be paid separately by the Client.

10.3 Any cash expenses, out-of-pocket expenses, travel expenses, etc. incurred shall be reimbursed additionally by the Client against invoicing by the Contractor.

10.4 If the agreed work is not performed for reasons on the part of 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. In the event that an hourly fee has been agreed upon, the fee shall be paid for the number of hours that could have been expected for the entire work agreed upon, less the expenses saved. The saved expenses are agreed as a lump sum of 30 percent of the fee for those services which the Contractor has not yet performed by the date of termination of the contractual relationship.

10.5 In the event of non-payment of interim invoices, the Contractor shall be released from its obligation to provide further services. However, this shall not affect the assertion of further claims resulting from non-payment.

11. Electronic Invoicing

11.1 The Contractor shall be entitled to send invoices to the Customer in electronic form. The Customer expressly agrees to the Contractor sending invoices in electronic form.

12. Duration of the contract

12.1 In principle, this contract shall end with the completion of the assignment and the corresponding rendering of accounts.

12.2 Notwithstanding the foregoing, the contract may be terminated by either party at any time for good cause without notice. Good cause shall be deemed to exist in particular,

- if one of the contracting parties breaches essential contractual obligations, or
- if a contracting party defaults on payment after insolvency proceedings have been opened, or
- if there are justified doubts regarding the creditworthiness of a contracting party in respect of which no insolvency proceedings have been opened and the contracting party, at the request of the Contractor, neither makes advance payments nor provides suitable security prior to performance by the Contractor and the poor financial circumstances of the other contracting party were not known at the time the contract was concluded.

13. Final provisions

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

13.2 Amendments to the contract and these GTC must be made in writing, as must any waiver of this formal requirement. Verbal collateral agreements do not exist.

13.3 This contract shall be governed by Austrian substantive law, excluding the conflict of laws rules of private international law and the UN Convention on Contracts for the International Sale of Goods. The place of performance shall be Graz, Austria. The court in Graz shall have jurisdiction for disputes.

13.4 The German version of these General Terms and Conditions shall prevail.