

# **\*\*AMC Terms and Conditions\*\***

This Agreement is entered into on January 1<sup>st</sup> of 2024, by and between:

Alpha medical concepts e.U., a company organized and existing under the laws of Austria, with its principal place of business at Winkelstrasse 13, 4060 Leonding, Austria (hereinafter referred to as "AMC"),

and

AMC's Customers, hereinafter referred to as the "Customer."

## **\*\*1. Acceptance of Terms\*\***

These general terms and conditions (GTC) apply to all our services, consultancy, training and precontractual legal relationships (e.g. offers) and become part of the contract and quote.

By accepting our quotes or engaging in any services provided by alpha medical concepts e.U., hereinafter referred to as "AMC," you acknowledge and agree to be bound by the terms and conditions outlined in this document. If you do not agree with any part of these terms, please get in touch with us or refrain from using our services.

If you acknowledge our terms and conditions, they will also apply to all future contracts for services between you and AMC, even if AMC should not refer to these General Terms and Conditions again in future contracts. This does not apply only if and to the extent that the parties agree on the validity of new General Terms and Conditions of Consultancy of AMC in the future contract.

The General Terms and Conditions of Consultancy of AMC apply exclusively. General terms and conditions of the client will only apply if this has been expressly agreed in writing.

Any conflicting or deviating terms and conditions or other restrictions shall not become part of the contract

## **\*\*2. Services Offered\*\***

2.1 **\*\*Scope of Services\*\***: AMC offers a comprehensive range of international consulting and training services in the field of medical simulation. These services encompass trainings with teachers, technicians, managers, or consulting around planning, designing of centers, educational needs analysis, curriculum development, hands-on training sessions, virtual workshops, and the provision of educational materials tailored to the specific needs of the client. The subject of the contract is the agreed work specified in the quote and also in the emails between AMC and you. It is not the achievement of a certain success or result. AMC renders its services with the diligence of a prudent businessman and always related to the individual situation and the needs of the client.

2.2 **\*\*Customization\*\***: AMC will work collaboratively with the client to tailor services to their unique requirements, ensuring a personalized and effective training and consulting experience.

2.3 **Used trainers and consultants** AMC uses well-trained staff with the necessary expertise and experience for assignments and supervises and controls them. Unless otherwise agreed, AMC can use expert subcontractors for the execution of the order, whereby AMC always remains directly obliged to the client. Unless otherwise agreed, AMC decides at its own discretion which employees or subcontractors are used.

2.4 **Changes in performance** AMC will take into account change requests of the client related to the order, as far as this is possible within the framework of its operational capacities and its consulting offer and as far as the implementation of the change request is appropriate and reasonable for it. AMC may carry out minor project changes without prior consent of the client, provided that these correspond to the presumed will of the client, are urgent and the client cannot be reached in time. AMC will inform the client immediately about such project changes and their effects. Insofar as the effort of AMC is increased or the time frame of the project is extended as a result of a change request of the client, the contracting parties undertake to negotiate a corresponding reasonable adjustment of the contract and the remuneration. If the contracting parties cannot agree on a remuneration for the services, the remuneration due to AMC shall, in case of doubt, be increased in accordance with the additional time and costs.

### **3. Client Responsibilities**

3.1 **Information and Resources**: Clients are responsible for providing accurate and timely information, materials, and access to necessary resources essential for the successful execution of consulting services. In particular, the client will – within 5 workdays - check interim results, documents, minutes of meetings etc. submitted by AMC as to whether the factual information contained therein is correct and complete to its knowledge. The client will inform AMC immediately in text form of any necessary or desired corrections or additions.

3.2 **Collaboration**: Clients are encouraged to actively participate in the training and consulting process, offering feedback and insights to enhance the overall quality of the services provided – before, during and after the services provided.

3.3 **Delays**: Any delays caused by the client may impact the delivery timeline and the quality of services. AMC will make reasonable efforts to accommodate changes but reserves the right to adjust timelines and quotes accordingly. In particular, this means if and insofar as the client does not fulfil, does not completely fulfil or does not fulfil in time his obligations to cooperate agreed with AMC despite request by AMC, the following shall apply:

- a) Additional expenses (time, costs) incurred by AMC as a result thereof will be reimbursed by the client at the general fee rates agreed between the parties;
- b) In serious cases AMC has the right to terminate the contract extraordinarily after unsuccessful expiry of a reasonable period of time for the fulfilment of the duties to cooperate.

### **4. Payment**

4.1 **Payment Terms**: Payment terms, including amounts and invoicing details, will be agreed upon in advance of service commencement. Payment is due as stated in the quote. Failure to make timely payments may result in the suspension of services.

4.2 **Currency**: All transactions and payments shall be conducted in EURO.

4.3. Unless special terms of payment have been agreed in writing, AMC invoices are due for payment within 14 days of receipt in the currency stated. The customer is not entitled to a

discount deduction. The payment is to be made without deductions, any bank and/or transfer charges shall be borne by the customer.

4.4. The customer shall not be entitled to withhold payments due to warranty claims or other claims in any form whatsoever or to offset them with counterclaims.

4.5. In the event of default in payment AMC is entitled to invoice default interest - including consumers under the terms of the Austrian consumer protection act (KSchG) - of currently 5% per annum above the interest rate in accordance with § 1333 (2) of the Austrian general civil law (ABGB). All recovery costs, in particular reminder, collection and legal fees, whether judicial or pre-litigation or all costs incurred by a credit or collection organization or a lawyer, shall be borne by the defaulter.

4.6. If the customer is in arrears with his payment we shall postpone the fulfillment of AMC's obligations until the outstanding payment has been effected.

4.7. The customer or AMC's other business partners waive any right of retention due to the regulations of the Austrian general civil law (ABGB) or the commercial code (HGB).

4.8. Should it become apparent - after the conclusion of the contract - that AMC's claim for payment is jeopardized due to lack of efficiency of the customer (e.g. application for opening insolvency proceedings) we shall be entitled to refuse AMC's services in accordance with the statutory regulations and - if necessary after a deadline - to withdraw from the contract.

4.9. AMC is entitled to submit invoices in electronic form to the customer.

## **\*\*5. Confidentiality\*\***

5.1 **\*\*Non-Disclosure\*\***: Both parties agree to maintain the confidentiality of any proprietary or sensitive information shared during the consulting services. This includes, but is not limited to, trade secrets, business strategies, and client information.

5.2 AMC is entitled to disclose confidential information to the persons employed by AMC or working as sub entrepreneur of AMC it for the execution of the order, in particular its employees and subcontractors as well as persons professionally bound to secrecy, provided that AMC undertakes to bind these persons to secrecy and data protection.

5.3 **\*\*Data Protection\*\***: AMC will adhere to applicable data protection laws and regulations, ensuring the secure handling of any client data.

5.4 **\*\*Video, Pictures, Recordings\*\***: AMC can make video, picture and sound recordings of their services for their own purposes but there shall be no entitlement to forwarding these recordings to the customer.

## **\*\*6. Intellectual Property\*\***

6.1 **\*\*Ownership\*\***: The client guarantees that the reports, expert opinions, organization plans, drafts, drawings, lists and calculations made by AMC within the scope of the order will only be used for the contractually agreed purposes and will not be edited, translated, reprinted, passed on or distributed without the express written consent of AMC in the individual case. The use of the consulting services rendered for companies or other institutions affiliated with the client requires

an explicit written agreement.

6.2 **Pictures, Videos, recordings**: The making of image, video and sound recordings of teaching and learning materials, lectures or generally during our services or performance by clients is prohibited without exception and requires our prior written approval.

6.3 **License**: Insofar as work results are copyrightable, AMC remains the author. In these cases the client receives the irrevocable, non-exclusive and non-transferable right of use to the work results.

6.4 **passing on of professional statements by AMC**: The passing on of information and consulting services (hereinafter collectively "consulting contents") of AMC (including e.g. reports, expert opinions, organization plans, drafts, drawings, lists, calculations, etc.) made within the scope of or in connection with the order by the client to a third party requires the written consent of AMC, as far as the consent to the passing on to this third party does not already result from the contents of the contract. The use of consulting contents of AMC by the client for advertising purposes is inadmissible; a violation entitles AMC to extraordinary termination of the contractual relationship and all other orders of the client not yet completely executed. Further claims of AMC remain unaffected in this respect.

## **7. Cancellation of contract**

7.1 **Client Cancellation**: The Client may cancel the services by submitting a written cancellation request to the Service Provider, sent to the contact details specified. Cancellation requests must be submitted at least 30 days prior to the desired cancellation date. The cancellation request should include the client's name and a detailed explanation of the reason for cancellation. In the event of cancellation, the Client shall be responsible for payment of any outstanding fees or charges incurred up to the effective cancellation date. Any prepaid fees for services not yet rendered will be refunded within 30 days of the cancellation date, minus any non-refundable fees.

7.2 **Service Provider Cancellation**: AMC reserves the right to terminate the services upon providing written notice to the Client. Such termination may occur in the event of non-payment, repeated violation of terms, or any other justifiable cause. In the event of cancellation by AMC, the Client shall be entitled to a refund of any prepaid fees for services not yet rendered. The refund amount shall be calculated based on the unused portion of the services, excluding any non-refundable fees or expenses. The refund will be processed within [30] days of the effective cancellation date.

7.3 **extraordinary termination**: The right to extraordinary termination shall remain unaffected. The following in particular shall be considered as extraordinary grounds for termination

- in the event of a lack of agreement on the remuneration in the event of necessary substantial changes to the project;
- in case of default of acceptance and delays in payment by the client, provided that AMC has unsuccessfully set a reasonable deadline for performance by the client;
- if a substantial deterioration or a substantial endangerment of the financial circumstances of the client occurs, in particular if the client stops or declares to stop payments, or if the client has filed for insolvency or if insolvency proceedings have been opened or rejected for lack of assets.

In the event of extraordinary termination by AMC due to conduct of the client in breach of the contract, the client shall owe AMC compensation for all damages caused by the premature termination of the contract, including loss of profit. The termination must be in writing to be effective.

7.4. **\*\*Refund Policy in case of Cancellations\*\***: Refunds, if applicable, will be processed within 30 days of the cancellation date and issued to the original payment method used by the Client.  
4.2 The refund amount shall be calculated based on the unused portion of the services, excluding any non-refundable fees or expenses. Non-refundable fees may include setup fees, administrative charges, or any other fees specified as non-refundable in the agreement. In the event of cancellation due to a material breach by the Client, the Service Provider reserves the right to withhold any outstanding refunds until resolution of any associated disputes or claims.

7.5. **\*\*Impediments to performance \*\***: In case of force majeure and other unforeseeable, extraordinary, and non-culpable circumstances (e.g. in case of unforeseeable material procurement difficulties, operational disruptions, strikes, lockouts, lack of means of transport, official interventions, energy supply difficulties and similar), any performance deadlines of AMC will be extended to a reasonable extent. If the performance becomes impossible or unreasonable for AMC due to the aforementioned circumstances, AMC will be released from the performance obligation.

## **\*\*8. Service Rescheduling\*\***

8.1. **\*\*Rescheduling Requests\*\***: Either party may request to reschedule services by providing written notice to the other party. The rescheduling request should be submitted at least 100 days before the originally scheduled service date.

8.2. **\*\*Approval of Rescheduling\*\***: The approval of rescheduling requests is at the discretion of AMC. The Service Provider agrees to make reasonable efforts to accommodate rescheduling requests, subject to availability and operational constraints.

8.3. **\*\*Client-Requested Rescheduling\*\***: The client acknowledges that scheduled consulting sessions and engagements are reserved exclusively for them. In the event of rescheduling, a rescheduling fee (aims to cover administrative costs and potential lost opportunities associated with the rescheduling) will be applied depending on how many days of notice in advance the rescheduling request occurs. If the Client requests a rescheduling of services, they must submit a written request outlining the reasons for rescheduling. AMC will within 5 working days of receiving the request by either approving or denying the request including a proposal of alternative dates and times.

8.4. **\*\*Service Provider-Requested Rescheduling\*\***: If the Service Provider needs to reschedule services due to unforeseen circumstances or operational constraints, AMC shall provide the Client with written notice as soon as possible. The Service Provider agrees to propose alternative dates and times for the rescheduled services.

8.5. **\*\*Rescheduling Fee: \*\*** If the rescheduling request is made by the Client and approved by the Service Provider, and if rescheduling occurs

- within 100 days of the originally scheduled service date, the Client is subject to a non-refundable rescheduling fee of EUR 3000 per consulting day that was booked.
- More than 100 days of the originally scheduled service date, the Client is subject to a refundable rescheduling fee of EUR 3000 per consulting day that was booked. If services

are successfully rescheduled and AMC was able to compensate the lost opportunity on the initially agreed date, any fees or payments already made by the Client shall be applied to the rescheduled services.

8.6. **\*\*Effect on Fees and Payments\*\***: In the event of a rescheduling fee, the Client agrees to pay the rescheduling fee in addition to any other applicable fees.

8.7. **\*\*No-Show Policy\*\***: If the Client fails to attend the (re-)scheduled services, the Service Provider reserves the right to enforce all costs quoted, including additional fees or cancellation of services. AMC also has the right to leave the location, city and country where the service was supposed to be rendered.

8.8. **\*\*Travel-related Services Rescheduling Fee \*\***: For consulting services involving travel, any changes to the agreed-upon travel dates initiated by the client will incur a rescheduling fee covering additional costs incurred, including but not limited to transportation and accommodation changes.

8.9. **\*\*Participant Attendance \*\***: "The client acknowledges that it is their responsibility to ensure that participants are aware of the scheduled sessions and are committed to attending. The Service Provider is not responsible for participant attendance. In the event that a scheduled workshop or training session cannot proceed as planned due to the absence of a significant number of participants, AMC reserves the right to treat this case as a Now show case described in 8.7.

## **\*\*9. Limitation of Liability\*\***

9.1 **\*\*Scope\*\***: AMC is not liable for any direct, indirect, incidental, or consequential damages arising from the use of AMC services. AMC's liability is limited to the extent permitted by law.

9.2. **\*\*Improper application\*\***: AMC is especially not liable for the improper application or implementation of the client of the recommendations given within the scope of the services or in the working documents of AMC.

9.3. **\*\*personal liability\*\***: As far as the liability of AMC is excluded or limited according to this contract, the same applies to the personal liability of its legal representatives, employees and vicarious agents.

9.4. Any Warranty or liability claims by the customer are – to avoid loss - to be reported in writing immediately (within 1 working day after the possible damage or claim occurred) with a detailed description of the defects or problems.

## **\*\*10. Governing Law and Dispute Resolution\*\***

10.1 This contract is exclusively governed by Austrian law excluding the UN Convention on Contracts for the International Sale of Goods and excluding conflict of laws references to other legal systems.

10.2 Place of performance is the registered office of AMC. The place of jurisdiction for all disputes arising from or in connection with this contract is the registered office of the AMC branch concluding the contract, provided that (i) all clients are merchants, legal entities under public law or special funds under public law and there is no common place of jurisdiction with them, (ii) in all other cases only if the client or clients do not have a domicile in Austria.



10.3 **Language**: The language of presentations, documents, reports, expert opinions, analyses, etc. shall be German.

10.4 **Amendments**: Amendments or supplements to a contract referred to in the terms before shall require text or written form, unless a stricter form is mandatory by law. The exchange of e-mails to notified e-mail addresses satisfies the form requirement agreed herein. This shall also apply to any amendment of this written form requirement.

10.5 The client may assign rights from the contractual relationship with AMC only after prior written consent by AMC.

10.6 **Retention, Storage of Documents** Until full settlement of its claims AMC has a right of retention of the documents handed over to it, the exercise of which, however, is contrary to good faith if the retention would cause disproportionately high damage to the client which cannot be justified when weighing both interests. After settlement of its claims under the contract, AMC shall, at the client's request, surrender all documents which the client has handed over to it (itself or via a third party) on the occasion of the execution of the order. This does not apply to the correspondence between the parties and to simple copies of reports, organization charts, drawings, lists, calculations etc. made within the scope of the order, provided that the client has received the originals. AMC's obligation to keep the documents expires six months after termination of the contractual relationship. Legal obligations to keep records remain unaffected.

10.7 **provisions become invalid**: Should individual provisions of this contract be or become invalid or unenforceable in whole or in part, this shall not affect the rest of the contract. Instead of the invalid or unenforceable provision, a provision shall be deemed agreed which objectively comes as close as possible to the economic purpose of the invalid or unenforceable provision. The same shall apply in the event of the occurrence of a gap in the contract that needs to be filled.

## **11. Modification of Terms**

11.1 **Notification**: AMC reserves the right to modify these terms and conditions at any time. In this case, clients will be notified of any changes, and continued use of our services constitutes acceptance of the modified terms.

### **Contact Information:**

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