

In the following pages you will find terms and conditions as well as a privacy statement from alpha medical concepts e.U., Winkelstrasse 13, 4060 Leonding, Austria - short AMC.

In this file you can find 3 different, independent documents:

- AMC Terms and Conditions for customers
- AMC Terms and Conditions for distributors
- AMC's Privacy policy

The terms and conditions are different for customers as well as distributors.

A customer (short: customer) is an individual or organization that engages with AMC's services to enhance medical education, training, consulting, or operations. The organizations typically include:

- ****Medical Institutions:**** Hospitals, clinics, and healthcare facilities with their simulation center projects (existing and to be developed ones).
- ****Educational Institutions:**** Medical schools, nursing schools, and other healthcare education providers
- ****Healthcare Professionals:**** Individual doctors, nurses, paramedics, and other healthcare providers
- ****Research Organizations:**** Institutions conducting studies on medical procedures, patient safety, or educational methodologies
- ****Government and Regulatory Bodies:**** Agencies and organizations involved in setting standards for medical training and practice
- ****Corporate Customers:**** Pharmaceutical companies, medical device manufacturers, and other healthcare-related businesses

A distributor (short distributor) is an individual or business authorized to act on behalf of AMC. Distributors are an independent entity from AMC. Distributors represent AMC in a certain market. They are leveraging their local knowledge and contacts to expand the AMC's reach. Their role typically includes identifying potential customers, negotiating terms of cooperation with the customer, and sometimes providing other (distributor's own) products and services including after-sales support. Distributors do not take ownership of the services and trainings of AMC.

In case you are a distributor of AMC services, promoting or selling AMC services to your own customers, you are NOT a customer and considered to be a "Distributor". Please refer to the section "AMC Terms and Conditions for distributors"

****AMC Terms and Conditions for customers****

This Agreement is entered into on January 1st 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."

A customer (short: customer) is an individual or organization that engages with AMC's services to enhance medical education, training, consulting, or operations. The organizations typically include:

- ****Medical Institutions:**** Hospitals, clinics, and healthcare facilities with their simulation center projects (existing and to be developed ones).
- ****Educational Institutions:**** Medical schools, nursing schools, and other healthcare education providers
- ****Healthcare Professionals:**** Individual doctors, nurses, paramedics, and other healthcare providers
- ****Research Organizations:**** Institutions conducting studies on medical procedures, patient safety, or educational methodologies
- ****Government and Regulatory Bodies:**** Agencies and organizations involved in setting standards for medical training and practice
- ****Corporate Customers:**** Pharmaceutical companies, medical device manufacturers, and other healthcare-related businesses

In case you are a distributor of AMC services (as listed above), promoting or selling AMC services, you are NOT a customer and considered to be a "Distributor". Please refer to the section "AMC Terms and Conditions for distributors"

****1. Acceptance of Terms****

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

By accepting AMC 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 AMC services.

If you acknowledge AMC 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 Customer 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 customer. The subject of the contract is the agreed work specified in the quote and in the emails between AMC and the customer. 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 customer.

2.2 **Customization**: AMC will work collaboratively with the customer 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 customer. Unless otherwise agreed, AMC decides at its own discretion which employees or subcontractors are used.

2.4 **Changes in performance**: AMC will consider change requests of the customer 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 customer, if these correspond to the presumed will of the customer, are urgent and the customer cannot be reached in time. AMC will inform the customer 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 because of a change request of the customer, 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. Customer Responsibilities

3.1 **Information and Resources**: Customers 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 customer 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 customer will inform AMC immediately in text form of any necessary or desired corrections or additions.

3.2 **Collaboration**: Customers 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 customer 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 customer 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 customer 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 customer 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 customer 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 customer 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 customer 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 AMC services or performance by customers is prohibited without exception and requires AMC prior written approval.

6.3 ****License****: Insofar as work results are copyrightable, AMC remains the author. In these cases the customer 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 customer 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 customer for advertising purposes is inadmissible; a violation entitles AMC to extraordinary termination of the contractual relationship and all other orders of the customer not yet completely executed. Further claims of AMC remain unaffected in this respect.

****7. Cancellation of contract****

7.1. ****Customer Cancellation****: The Customer 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 customer's name and a detailed explanation of the reason for cancellation. In the event of cancellation, the Customer 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 Customer. 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 Customer 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 customer, provided that AMC has unsuccessfully set a reasonable deadline for performance by the customer; - if a substantial deterioration or a substantial endangerment of the financial circumstances of the customer occurs, in particular if the customer stops or declares to stop payments, or if the customer 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 customer in breach of the contract, the customer 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 Customer. 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 Customer, 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. ****Customer-Requested Rescheduling****: The customer 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 Customer 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, AMfo shall provide the Customer 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 Customer and approved by the Service Provider, and if rescheduling occurs
- within 100 days of the originally scheduled service date, the Customer 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 Customer 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 Customer shall be applied to the rescheduled services.
- 8.6. **Effect on Fees and Payments:** In the event of a rescheduling fee, the Customer agrees to pay the rescheduling fee in addition to any other applicable fees.
- 8.7. **No-Show Policy:** If the Customer 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 customer will incur a rescheduling fee covering additional costs incurred, including but not limited to transportation and accommodation changes.
- 8.9. **Participant Attendance:** "The customer 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 customer 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 customers 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 customer or customers 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 customer 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 customer which cannot be justified when weighing both interests. After settlement of its claims under the contract, AMC shall, at the customer's request, surrender all documents which the customer 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 customer 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, customers will be notified of any changes, and continued use of AMC services constitutes acceptance of the modified terms.

****Contact Information: ****

Alpha medical concepts e.U. "AMC"
Lukas Drabauer, MD, MBA, CSA
Winkelstrasse 13, 4060 Leonding, Austria
Email: drabauer@amc-online.at
Phone: +43 676 4037002

****AMC Terms and Conditions for distributors****

This Agreement is entered into on January 1st 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 distributors, hereinafter referred to as the "Distributor."

A distributor (short distributor) is an individual or business authorized to act on behalf of AMC. Distributors are an independent entity from AMC. Distributors represent AMC in a certain market. They are leveraging their local knowledge and contacts to expand the AMC's reach. Their role typically includes identifying potential customers, negotiating terms of cooperation with the customer, and sometimes providing other (distributor's own) products and services including after-sales support. Distributors do not take ownership of the services and trainings of AMC.

In case you are a customer of AMC services, receiving AMC services, please refer to the section "AMC Terms and Conditions for customers" at the beginning of the document.

These terms and conditions ("Agreement") are entered into by and between alpha medical concepts e.U., an international training and consulting company specializing in medical simulation ("Company"), and the distributor ("Distributor").

1. Appointment & Acceptance of Terms

1.1 ****Appointment****: Company appoints Distributor as a non-exclusive distributor to sell Company's services related to medical simulation in the territory agreed upon by both parties.

1.2 ****Territory****: The territory assigned to the Distributor shall be agreed on in writing.

1.3 ****No Exclusivity****: This appointment is non-exclusive, and Company reserves the right to appoint other distributors in the same territory or sell directly to customers in the territory unless stated otherwise in writing. Distributor may obtain exclusivity for specific projects by reporting the project to the Company and receiving written confirmation of exclusivity from the Company. If Distributor fails to report a project, the Company reserves the right to approach the customer directly.

1.4 **Acceptance of Terms**: These general terms and conditions (GTC) apply to all of AMC's service, consultancy, training and precontractual legal relationships (e.g. offers) and become part of the contract and quote.

By accepting AMC quotes or engaging in any services provided by alpha medical concepts e.U., hereinafter referred to as "AMC," distributor acknowledges and agrees to be bound by the terms and conditions outlined in this document. If distributor does not agree with any part of these terms, the distributor shall get in touch with AMC within 5 working days or refrain from using AMC's services. If distributor acknowledges AMC's terms and conditions, these terms will also apply to all future contracts for services between distributor 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 in the future contract.

The General Terms and Conditions apply exclusively. General terms and conditions of the distributor/customer will only apply if this has been agreed in writing.

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

2. Responsibilities of Distributor

2.1 **Sales and Marketing**: Distributor shall actively promote and market Company's services in the territory using best efforts to maximize sales. Distributor shall not engage in any marketing activities that may harm the reputation of Company or its services.

2.2 **Compliance**: Distributor shall comply with all applicable laws, regulations, and industry standards in the territory. Distributor shall obtain any necessary licenses or permits required to conduct business in the territory.

2.3 **Reporting**: Distributor shall provide regular reports to Company on sales activities, upcoming projects, market trends, and customer feedback.

2.4 **direct contact to customer**: The distributor will actively promote the direct contact between AMC and the customer. The distributor will assist and participate in all the meetings, discussions, emails, events as wanted.

2.5 **Information and Resources**: Distributors 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 distributor 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 distributor will inform AMC immediately in text form of any necessary or desired corrections or additions.

2.6 **Collaboration**: distributors 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.

2.7 **Delays**: Any delays caused by the customer / distributor 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 customer/distributor 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 customer/distributor 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.

3. Pricing and Payment

3.1 **Pricing**: Company shall provide Distributor with a pricing list for the services. Distributor shall not sell the services below or above the agreed-upon prices without prior written consent from Company.

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

3.3 **Taxes**: Distributor shall be responsible for any applicable taxes, duties, or other charges related to the sale of Company's services in the territory.

3.4 **Payment Terms**: Payment terms are:

- Amounts and invoicing details will be found on the quote and on the invoice.
- Payment is due as stated in the quote. Failure to make timely payments may result in the immediate suspension of services, suspension of the distributorship.

- AMC invoices are due for payment within 14 days of receipt in the currency stated.
- The distributor 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 distributor.
- The distributor shall not be entitled to withhold payments due to warranty claims or other claims in any form whatsoever or to offset them with counterclaims.
- 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.
- The distributor's payment to AMC is not in connection with the customer's payment to the distributor.
- If the distributor is in arrears with his payment (more than 3 working days) AMC shall postpone the fulfillment of AMC's obligations until the outstanding payment has been effected.
- The distributor 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).
- 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 distributor (e.g. application for opening insolvency proceedings) AMC 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.
- AMC is entitled to submit invoices in electronic form to the distributor.

4. Intellectual Property

4.1 **Ownership**: Company retains all rights, title, and interest in and to its intellectual property, including but not limited to trademarks, copyrights, patents, trade secrets, know-how, and any other intellectual property rights developed or used in connection with its services.

4.2 **License**: Company grants Distributor a non-exclusive, non-transferable license to use Company's intellectual property solely for the purpose of promoting and selling Company's services in the agreed-upon territory. This license does not grant Distributor any ownership rights in Company's intellectual property.

4.3 **Restrictions**: Distributor shall not modify, adapt, translate, reverse engineer, decompile, disassemble, or create derivative works based on Company's intellectual property without prior written consent from Company. Distributor shall not remove or alter any copyright, trademark, or other proprietary notices from Company's intellectual property.

4.4 **Confidentiality**: Distributor shall treat Company's intellectual property as confidential information and shall not disclose it to any third party without prior written consent from Company. Distributor shall take reasonable measures to protect the confidentiality and security of Company's intellectual property.

4.5 **Project-Specific Use**: Distributor is prohibited from using any documents or intellectual property from one project for another project. In the event of such misuse, regardless of the damage caused, Distributor shall pay Company a penalty of 100,000 EUR.

4.6 **Infringement**: In the event that Distributor becomes aware of any actual or threatened infringement of Company's intellectual property rights, Distributor shall promptly notify Company and cooperate with Company in any actions taken to protect Company's intellectual property rights.

4.7 ****Indemnification****: Distributor shall indemnify, defend, and hold harmless Company from and against any claims, damages, losses, liabilities, and expenses arising out of or related to any breach of this intellectual property section by Distributor.

4.8 ****Survival****: The provisions of this intellectual property section shall survive the termination of this Agreement for any reason.

5. Term and Termination

5.1 ****Term****: This Agreement shall commence when work on a project, event, training, consulting is started and shall continue for an initial term of five years unless terminated earlier in accordance with the provisions of this Agreement. Thereafter, this Agreement shall automatically renew for successive one-year terms unless either party provides written notice of non-renewal at least 30 days prior to the end of the then-current term.

5.2 ****Termination for Convenience****: Either party may terminate this Agreement for any reason by providing the other party with 30 days' written notice.

5.3 ****Termination for Cause****: Either party may terminate this Agreement immediately upon written notice if the other party:

- a. Breaches any material term or condition of this Agreement and fails to cure such breach within 30 days after receiving written notice of the breach.
- b. Becomes insolvent, files for bankruptcy, or has a receiver appointed for a substantial part of its assets.

5.4 ****Effect of Termination****: Upon termination of this Agreement for any reason:

- a. Distributor shall immediately cease all use of Company's intellectual property and return or destroy all copies of Company's materials in Distributor's possession or control.
- b. All outstanding payment obligations of Distributor shall become due and payable.
- c. Distributor shall cease representing itself as a distributor of Company and shall cease all marketing and sales activities related to Company's services.
- d. Company is allowed to work with the customer directly without involvement of the distributor.

5.5 ****Survival****: Any provisions of this Agreement that by their nature should survive termination or expiration of this Agreement, including but not limited to confidentiality, indemnification, and intellectual property rights, shall survive.

6. Warranties and Disclaimers

6.1 ****Warranties****: Each party warrants that it has the authority to enter into this Agreement and to perform its obligations hereunder. By receiving quotes, invoices or emails from Company, the Distributor automatically enters the agreement unless stated otherwise and agreed upon in writing within five working days of the first email/quote/invoice/document received (where Company refers to the terms and conditions in writing), whatever was first.

6.2 ****Disclaimer****: Except as expressly set forth in this Agreement, Company makes no warranties, express or implied, regarding the services, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. Distributor acknowledges that it has relied on no warranties other than the express warranties in this Agreement.

7. Limitation of Liability

7.1 **Limitation of Liability**: To the maximum extent permitted by law, in no event shall Company be liable for any indirect, incidental, consequential, special, or punitive damages, or for any loss of profits or revenues, whether incurred directly or indirectly, or any loss of data, use, goodwill, or other intangible losses, resulting from (a) Distributor's access to or use of or inability to access or use the services; (b) any conduct or content of any third party on or related to the services; or (c) unauthorized access, use, or alteration of Distributor's transmissions or content.

7.2 **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.

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

7.4 **Cap on Liability**: Company's total liability for any claim arising out of or relating to this Agreement shall not exceed the amount paid by Distributor to Company under this Agreement in the 6 months preceding the event giving rise to the claim.

7.5. 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.

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 **Customer/Distributor-Requested Rescheduling**: The customer/distributor 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 Customer/Distributor 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 Customer/Distributor 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 Customer/Distributor and approved by the Service Provider, and if rescheduling occurs

- within 100 days of the originally scheduled service date, the Customer/Distributor 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 Customer/Distributor 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 Customer/Distributor shall be applied to the rescheduled services.

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

8.7. **No-Show Policy**: If the Customer/Distributor 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 customer will incur a rescheduling fee covering additional costs incurred, including but not limited to transportation and accommodation changes.

8.9. **Participant Attendance**: "The customer/distributor 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 "No show" case described above.

9. General Provisions

9.1 **Governing Law**: This Agreement shall be governed by and construed in accordance with the laws of Austria, without regard to its conflict of laws principles. The language of presentations, documents, reports, expert opinions, analyses, etc. shall be German.

9.2 **Dispute Resolution**: Any disputes arising out of or related to this Agreement shall be resolved through good faith negotiations between the parties. If the dispute cannot be resolved through negotiations, it shall be submitted to binding arbitration in accordance with the rules of AUSTRIAN ARBITRATION ASSOCIATION, with the arbitration to be held in Linz or Vienna.

9.3 **Notices**: All notices required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

9.4 **Entire Agreement**: This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous understandings or agreements, written or oral, regarding such subject matter.

9.5 **Amendments**: No amendment to or modification of this Agreement will be binding unless in writing and signed by a duly authorized representative of both parties.

9.6 **Waiver**: No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party.

9.7 **Severability**: If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue to be valid and enforceable. If any provision is held to be invalid or unenforceable in part, the remaining part of that provision shall continue to be valid and enforceable.

9.8 **Assignment**: Distributor shall not assign or transfer any of its rights or obligations under this Agreement without the prior written consent of Company. Company may assign or transfer its rights or obligations under this Agreement without Distributor's consent.

9.9 **Force Majeure**: Neither party shall be liable for any failure or delay in performance under this Agreement due to causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or governmental actions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the effective date.

Contact Information:

Alpha medical concepts e.U. "AMC"

Lukas Drabauer, MD, MBA, CSA

Winkelstrasse 13, 4060 Leonding, Austria

Email: drabauer@amc-online.at

Phone: +43 676 4037002

Privacy Policy

Effective Date: January 1st, 2024

At AMC (alpha medical concepts e.U.), we are committed to protecting customer and distributor's privacy and ensuring that your personal information is handled with care. This Privacy Policy outlines how we collect, use, disclose, and safeguard your information when you visit AMC website and use AMC training and consulting services.

1. Information We Collect

- **Personal Information:** We may collect personal details such as your name, email address, phone number, job title, and company name when you register for AMC services, subscribe to AMC newsletters, or contact us for support.
- **Payment Information:** When you make a purchase, we collect payment information such as credit card details and billing address.
- **Usage Data:** We collect information about how you use AMC website and services, including your IP address, browser type, pages visited, and the time spent on those pages.

2. How We Use Your Information

- We use the collected information to:
 - Provide, operate, and maintain AMC services.
 - Process transactions and send you related information, including purchase confirmations and invoices.
 - Communicate with you, including responding to your inquiries, sending administrative and promotional emails, and providing customer support.
 - Improve AMC services by analyzing usage trends and feedback.
 - Comply with legal obligations and enforce AMC agreements.

3. Sharing Your Information

- We do not sell or rent your personal information. We may share your information with:
- **Service Providers:** Third-party vendors who provide services such as payment processing, email delivery, and data analysis on AMC behalf.
- **Legal Obligations:** When required by law or to protect AMC rights, we may disclose your information to government authorities or other third parties.

4. Security of Your Information

- We implement appropriate technical and organizational measures to protect your personal data from unauthorized access, disclosure, alteration, and destruction. However, no security system is impenetrable, and we cannot guarantee the absolute security of your information.

5. Your Data Protection Rights

- Depending on your location, you may have the following rights regarding your personal data:
 - Access to your data.
 - Correction of inaccurate or incomplete data.
 - Deletion of your data.
 - Restriction of processing.
 - Data portability.
 - Objection to processing.
- To exercise these rights, please contact us at the below mentioned possibilities.

6. Cookies and Tracking Technologies

- We use cookies and similar tracking technologies to enhance your experience on AMC website. You can control the use of cookies through your browser settings.

7. Third-Party Links

- AMC website may contain links to third-party sites. We are not responsible for the privacy practices or content of these external sites. We encourage you to review their privacy policies.

8. Changes to This Privacy Policy

- We may update this Privacy Policy from time to time. We will notify you of any changes by posting the new Privacy Policy on AMC website with the effective date.

9. Contact Us

If you have any questions or concerns about this Privacy Policy or AMC data practices, please contact us at:

****Contact Information: ****

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