

# Consulting Partner Cooperation Agreement

Between

**Delta Institute – Dieter Legat E.U.**

Schoenburgstrasse 13/12

A 1040 Wien/Vienna (Austria)

Austrian Register of Commerce Nr. FN 479463v

UID USt. Nr. ATU72700268

hereinafter referred to as "DELTA INSTITUTE"

And

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hereinafter referred to as the "CONSULTING PARTNER"

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## 1 Parties and Definitions

### 1.1 DELTA INSTITUTE – Dieter Legat E.U.

DELTA INSTITUTE has developed and is owner of the DELTA-T COCKPIT, a SaaS ROBO-ADVISOR for AI-SUPPORTED AGILE BUSINESS MANAGEMENT, offered to END USER CLIENTs by END USER LICENSE and the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY.

DELTA INSTITUTE wishes to cooperate with CONSULTING PARTNER to enable them to offer AI-SUPPORTED BUSINESS AGILITY CONSULTING with the DELTA-T COCKPIT and the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY in their own business.

### 1.2 Consulting Partner

The CONSULTING PARTNER is a business consultant wishing to deliver AI-SUPPORTED BUSINESS AGILITY CONSULTING for its clients with the DELTA-T COCKPIT and the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY, to the extent described by this AGREEMENT.

### 1.3 Definitions

To the extent that they are used in this AGREEMENT, the expressions as per ANNEX 1 shall have the definitions specified, unless another meaning can be clearly and unambiguously derived from the context in which they occur. Wherever they are used in this AGREEMENT they shall be highlighted in block capitals.

With due regard to the above, the contractual parties agree as follows:

## 2 Subject of this AGREEMENT

### 2.1 License

DELTA INSTITUTE herewith grants to, and the CONSULTING PARTNER accepts the obligation, subject to the terms and conditions herein, a limited, non-exclusive, non-transferable license right to deliver AI-SUPPORTED BUSINESS AGILITY CONSULTING for its clients with the DELTA-T COCKPIT and the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY

### 2.2 Consultant certification

DELTA INSTITUTE trains and certifies the CONSULTING PARTNER personally as DELTA INSTITUTE BUSINESS AGILITY CONSULTANT. CONSULTING PARTNER shall use such know-how only as part of its business under and complying with the provisions of this AGREEMENT.

#### Six modules

The certification program consists of six modules delivered to the CONSULTING PARTNER in a schedule agreed to, case by case.

On completing all modules and payment of all fees in accordance with clause 2.2.2 DELTA INSTITUTE will issue a certification document and grants the CONSULTING PARTNER the right to use the title “DELTA INSTITUTE BUSINESS AGILITY CONSULTANT” and the related trademark (see ANNEX 2) for promotional activities.

#### Fees for certification and payment

For the entire training and certification hereunder, the CONSULTING PARTNER shall pay DELTA INSTITUTE a non-refundable fee of 9.500,- € . This fee will be paid as follows:

- A down payment of € 5.000,- or US\$ 5.200,- before commencing the certification program
- The remaining € 4.500,- or US\$ 4.700,- on completion of the program.

### 2.3 delta-T COCKPIT

#### Selling DELTA-T COCKPIT by Consulting Partner

Clients license the DELTA-T COCKPIT directly from DELTA INSTITUTE at prices and conditions defined by DELTA INSTITUTE in the individual license AGREEMENT. DELTA INSTITUTE will provide CONSULTING PARTNER with all relevant information to sell the license for the DELTA-T-COCKPIT.

The Consulting Partner will offer, quote and sell the DELTA-T COCKPIT as agent of DELTA INSTITUTE under the conditions of DELTA INSTITUTE’S user license AGREEMENT for his AI-SUPPORTED BUSINESS AGILITY CONSULTING while using the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY

#### Commission (agent fee) and payment

DELTA INSTITUTE

- Will pay 25% commission on the amount paid by the END USER CLIENT for a license for the DELTA-T COCKPIT, as long as this license is maintained by the END USER CLIENT.
- CONSULTING PARTNER shall invoice these fees to DELTA INSTITUTE, who shall pay such invoices within 30 days after receipt of payment by the END USER CLIENT.
- Commissions on future business are excluded.
- To the extent permitted by law any claims for compensation for clientele based on this (secondary) agency relationship are excluded.

#### Ongoing improvement

- To ensure that it maintains its position as leading-edge software solution DELTA INSTITUTE performs regular updates of DELTA-T COCKPIT’S functions. It is however DELTA INSTITUTE's free decision

which improvement will be incorporated in the design and at which time. DELTA INSTITUTE will announce the update to the CONSULTING PARTNER and the END USER CLIENTS.

- All recommendations of improvement will be intellectual property of DELTA INSTITUTE. DELTA INSTITUTE shall inform the CONSULTING PARTNER of such updates and shall also update the DELTA-T COCKPIT USER MANUAL and the software's FAQs.
- THE DELTA-T COCKPIT IS PROVIDED "AS IS" AND "AS AVAILABLE". DELTA INSTITUTE MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE DELTA-T COCKPIT, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION ANY WARRANTIES THAT THE DELTA-T COCKPIT WILL BE UNINTERRUPTED, ERROR FREE OR FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

#### Supporting END USERS in application of DELTA-T COCKPIT

- CONSULTING PARTNER is primarily responsible for the DELTA-T COCKPIT support of the END USER CLIENTS.
- To answer END USER CLIENTS' questions the DELTA-T COCKPIT contains a rich library of answers to frequently asked questions (FAQs).
- Beyond finding answers in FAQs the END USER CLIENT can also ask questions by sending a help message. These messages go to the CONSULTING PARTNER engaged with that END USER CLIENT and the CONSULTING PARTNER is obliged to answer such messages without delay.
- In case where the CONSULTING PARTNER needs additional help DELTA INSTITUTE will support the CONSULTING PARTNER during normal business hours in Europe and at its own discretion.

## 3 Relationship between Consulting Partner and Delta Institute

### 3.1 General provisions

#### CONSULTING PARTNER

- Conducts the AI-SUPPORTED BUSINESS AGILITY CONSULTING BUSINESS under own responsibility, in own name and for own account.
- Refrains from doing, directly or indirectly, anything, which may harm or damage the reputation of AI-SUPPORTED AGILITY CONSULTING or the interests of DELTA INSTITUTE.
- May not create software in competition to the DELTA-T COCKPIT or have such competitive software developed by other parties.
- Undertakes to actively protect the interests of DELTA INSTITUTE with due business care.

#### DELTA INSTITUTE

- Will not have any influence or control over the CONSULTING PARTNER's business operations.
- Supports the Consulting Partner in his business on request and chargeable - for instance by supporting sales, marketing and consulting efforts. Case-by-case the details of such support and fees will be agreed between the CONSULTING PARTNER and DELTA INSTITUTE.

### 3.2 Payments

- All Payments under this AGREEMENT will be made to an account to be stipulated by DELTA INSTITUTE.
- All payments will be made in € or US\$.
- Should legal restrictions be introduced with regard to transfers to foreign creditors or transfers to such creditors in € or the purchase of €, the CONSULTING PARTNER will immediately inform DELTA INSTITUTE. Both contractual parties will make every effort to obtain any necessary permits and approvals to enable the payments or alternatively the contractual parties shall try to find methods of payments in a different currency or country.
- In case of default in payment, interest shall be computed after 30 days of each delay at 5 % p.a. DELTA INSTITUTE is required to give the CONSULTING PARTNER a written notice (e-mail sufficient) that he is in default. Should the CONSULTING PARTNER, despite all efforts mentioned above, not be able to discharge its payment obligations, DELTA INSTITUTE shall have the right to terminate the AGREEMENT with a 60 days prior warning.

### 3.3 Warrants

#### DELTA INSTITUTE warrants that:

- It is a properly organized legally established company under Austrian Law, and is entitled and empowered to conclude this AGREEMENT and fulfill the obligations contained therein.
- Represents and warrants to the best of DELTA's knowledge that it has full title and ownership to the DELTA-T COCKPIT and has the authority to grant the license hereunder.

#### The CONSULTING PARTNER warrants that:

- It is a properly organized legally established company under the Law at the registered office of the CONSULTING PARTNER and is entitled and empowered to conclude this AGREEMENT and fulfill the obligations contained therein.
- This AGREEMENT has been properly approved by all the organs of the company and by the administrative authorities (where required).
- This AGREEMENT establishes a legally binding obligation on the part of the CONSULTING PARTNER which must be fulfilled in accordance with the provisions of this AGREEMENT.
- The fulfillment of the provisions of this AGREEMENT by the CONSULTING PARTNER does not violate
  - a) the CONSULTING PARTNERs articles of association or any other corporate document or deed,

- b) any other AGREEMENTS or relations in which the CONSULTING PARTNER is a consulting party or to which the CONSULTING PARTNER has committed capital assets, or
- c) Any legal provisions applicable to the CONSULTING PARTNERs business activities.

### 3.4 Data Protection

- The Parties shall comply with all applicable data protection laws. Where necessary, the Parties conclude separate data protection AGREEMENTS.
- CONSULTING PARTNER agrees that information on the CONSULTING PARTNER and the CONSULTING PARTNER'S contractual relationship with DELTA INSTITUTE and its business may be stored at DELTA INSTITUTE, and that such information may also be (cross border) communicated to third parties, such as advisors or auditors, provided such communication does not clearly conflict with the interests of the CONSULTING PARTNER. Such communication will be effected in agreement with the CONSULTING PARTNER.
- CONSULTING PARTNER consents to data transfers to DELTA INSTITUTE in accordance with applicable data protection regulations and discharges DELTA INSTITUTE from any respective filing or registration obligations.

### 3.5 Confidentiality

- CONFIDENTIAL INFORMATION shall be treated as secret by the CONSULTING PARTNER.
- Any violation of this commitment to confidentiality of any kind, whether negligent or willful, shall be regarded as a serious violation of this AGREEMENT.
- The CONSULTING PARTNER undertakes to take all the security precautions required to ensure that CONFIDENTIAL INFORMATION is not accessible to any unauthorized natural or legal person.
- CONFIDENTIAL INFORMATION may, subject to compliance with applicable law, only be made accessible to third contractual parties with the prior written approval of the other party.
- CONSULTING PARTNER shall also ensure the confidentiality of the data of its customers and any data of customers from other consulting partners in the DELTA INSTITUTE network.

### 3.6 Copyrighted material

- Copyrighted material of DELTA INSTITUTE will always carry the © mark of DELTA INSTITUTE, including the forbidding of copy without prior written approval of DELTA INSTITUTE.
- This applies also and especially for documents which are passed on to the CONSULTING PARTNER'S customers during the delivery of consulting services in accordance with this AGREEMENT.
- CONSULTING PARTNER shall at all times comply with DELTA INSTITUTE'S guidelines with regard to the use of any copyrighted material and/or trademarks of DELTA INSTITUTE. DELTA INSTITUTE may adapt such guidelines at any time in good faith.

### 3.7 Intellectual Property

#### DELTA INSTITUTE

- ANNEX 2 defines, which PROPRIETARY MARKS the CONSULTING PARTNER is authorized to use for contractual term.
- However, DELTA INSTITUTE does not give any other warranties in relation to the PROPRIETARY MARKS and in particular does not warrant that the use of them will not infringe the rights of a third party.

#### CONSULTING PARTNER

- Declares, that it is aware of the importance of and need to protect DELTA INSTITUTE'S brands and expertise;
- Acknowledges that the PROPRIETARY MARKS and the goodwill attaching thereto are and shall remain the property of DELTA INSTITUTE or related contractual parties and undertakes to take all possible steps to protect that goodwill.

- Shall not use DELTA INSTITUTE's name, or names of related contractual parties or of PROPRIETARY MARKS and must not use the PROPRIETARY MARKS or any derivation of them in the CONSULTING PARTNERS corporate name, in any domain name, e-mail address, website address, except, and to the extent that, such use is permitted in writing by DELTA INSTITUTE.
- This AGREEMENT does not and shall not be deemed to confer on the CONSULTING PARTNER any proprietary right in the PROPRIETARY MARKS, nor shall the CONSULTING PARTNER acquire or apply for any registered design, registered Trade Mark or other intellectual property rights relating thereto or to any product or service of DELTA INSTITUTE.
- If the CONSULTING PARTNER becomes aware of any infringements or threatened infringements of the PROPRIETARY MARKS, or any act of unfair competition or passing off or any trade mark application which the CONSULTING PARTNER believes in good faith to impair the value or validity of DELTA INSTITUTE's intellectual property rights, the CONSULTING PARTNER will promptly notify DELTA INSTITUTE. DELTA INSTITUTE undertakes that it will respond to such notification by taking such steps as it may deem reasonably necessary to protect the CONSULTING PARTNERS interests hereunder, it being understood that the institution and conduct of any litigation, the selection of counsel and the settlement of the litigation and claims affecting the PROPRIETARY MARKS shall be entirely within the discretion of DELTA INSTITUTE, under DELTA INSTITUTE's control and at DELTA INSTITUTE's expense. Should legal action against a third party be deemed necessary or desirable by DELTA INSTITUTE, the CONSULTING PARTNER will, if requested by DELTA INSTITUTE, co-operate with DELTA INSTITUTE in rendering such legal action.
- May not sub-license, offer to sub-license or purport to offer to sub-license, any person to use the PROPRIETARY MARKS in the course of business or otherwise, particularly, including permitting, expressly, or impliedly, to use any PROPRIETARY MARKS.
- Will execute all such documents, forms and authorizations, and depose to or swear any declaration or oath as, in the opinion of DELTA INSTITUTE, or any duly authorized employee or agent of DELTA INSTITUTE, is necessary or desirable to give full effect to this AGREEMENT, effect any recordation of the AGREEMENT, or any other act necessary to make this AGREEMENT effective against third contractual parties. For this clause, "document" includes, in particular, a short-form license AGREEMENT reflecting the PROPRIETARY MARKS' licensing provisions of this AGREEMENT.
- Acknowledges that the DELTA-T COCKPIT and the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY and any adaptations, further developments or other additions to it is intellectual property of DELTA INSTITUTE.
- Shall not, and it shall not allow any person to make or make an attempt to, examine, copy, alter, "reverse engineer," tamper with or otherwise use the DELTA-T COCKPIT except as set forth herein.
- Acknowledges and agrees that it has no proprietary interest in the DELTA-T COCKPIT, that all proprietary interest in the DELTA-T COCKPIT is owned and controlled by DELTA INSTITUTE, and that CONSULTING PARTNER will not attempt to or allow an attempt to transfer, duplicate, sell, license, or otherwise dispose of, in whole or in part, the DELTA-T COCKPIT or any component part thereof, to any, affiliate, or any third party, except as specifically provided herein.

### 3.8 Liability, Indemnity and Insurance

#### DELTA INSTITUTE

- Shall only be liable for CONSULTING PARTNERS direct damages and only to the extent that it can be proven that such damages were caused deliberately or through gross negligence. Any other liability shall be excluded.
- May therefore not be held liable for any such activities conducted by the CONSULTING PARTNER (including its management and consultant team) unless done upon DELTA INSTITUTE's explicit written request.

#### CONSULTING PARTNER

- Declares that it is aware of the efficiency and quality of AI-SUPPORTED BUSINESS AGILITY CONSULTING and the related business concept.



- Acknowledges that it is in a position to assess the AI-SUPPORTED AGILITY CONSULTING business prospects and risks.
- DELTA INSTITUTE assumes no representations, warranties, guarantees or other commitments for the profitability of the CONSULTING PARTNERs business with AI-SUPPORTED AGILITY CONSULTING.
- Acknowledges that at no point in the negotiations leading to this AGREEMENT was any guarantee made of commercial success in profitability terms. In particular, sales figures, profits or earnings discussed between the contractual parties prior to the conclusion of the AGREEMENT should not be considered as the actual or potential sales, profits or earnings that will be realized by the CONSULTING PARTNER and DELTA INSTITUTE does not represent that the CONSULTING PARTNER can attain such sales, profits or earnings.
- Acknowledges that it is convinced, following extensive appraisal of AI-SUPPORTED AGILITY CONSULTING and discussions with the persons responsible at DELTA INSTITUTE, of AI-SUPPORTED AGILITY CONSULTING usability and operability. The CONSULTING PARTNER acknowledges that it must make every effort on its part to ensure that AI-SUPPORTED AGILITY CONSULTING can be successfully operated as part of its AI-SUPPORTED AGILITY CONSULTING BUSINESS.
- Shall at its own costs and expense procure and maintain in full force and effect during the term of this AGREEMENT all reasonable insurance for its AI-SUPPORTED AGILITY CONSULTING BUSINESS.
- Agrees to indemnify and hold harmless DELTA INSTITUTE, its officers, employees, agents and shareholders from and against any and all liabilities, claims, demands, suits, judgments, damages, expenses, costs and losses, including costs and expenses and legal fees in connection therewith or incidental thereto, arising out of damages to third contractual parties caused by, arising out of or in any way connected with the performance of the AI-SUPPORTED BUSINESS AGILITY CONSULTING BUSINESS by the CONSULTING PARTNER, except where such liabilities, damages, costs and expenses arise out of the willful misconduct or gross negligence of DELTA INSTITUTE or its officers, employees, agents, successors and assignees.
- Shall indemnify DELTA INSTITUTE from any claims or liability arising from any legal action of a third party against DELTA INSTITUTE as a result of the nature of the CONSULTING PARTNER's marketing activities.

## 4 Conducting the AI-SUPPORTED BUSINESS AGILITY CONSULTING

### CONSULTING PARTNER

- Will independently be responsible for selling AI-SUPPORTED BUSINESS AGILITY CONSULTING.
- Performs his business under this AGREEMENT personally, in his own name and for his own account.
- For a client mandate introduced to a CONSULTING PARTNER, DELTA INSTITUTE is entitled to a commission of 15% on consulting fees due to the CONSULTING PARTNER within the first 12 months after commencement of the consulting AGREEMENT (net of travel, expense and value added tax) payable within 30 days after the CONSULTING PARTNER has collected the fees from the client. Such commissions shall be payable 30 days after receipt of payment from client. CONSULTING PARTNER shall provide DELTA INSTITUTE all necessary information and documents to verify the accounting of such consulting fees.

## 5 Relationship of Consulting Partner with other parties

### 5.1 Taxes

- The CONSULTING PARTNER shall be liable as a separate legal entity for the fulfillment and observance of its fiscal obligations.
- Should Value Added Tax or similar taxes become due as a result of the collaboration between DELTA INSTITUTE and the CONSULTING PARTNER, either under the applicable law at DELTA Institute's registered office or under the applicable law at the location of DELTA INSTITUTE's operations, these taxes shall be paid by the CONSULTING PARTNER.
- All direct taxes, such as withholding taxes, levied on payments due to DELTA INSTITUTE for services rendered or under other terms of the AGREEMENT shall also be paid by the CONSULTING PARTNER. In view of this provision, all payments shall be set to ensure that the net amount (i.e. net of any taxes due) shall correspond with the fee amounts stated in the AGREEMENT.
- The CONSULTING PARTNER undertakes to inform DELTA INSTITUTE in writing and in good time of any obligations which DELTA INSTITUTE is required to meet, such as those of reporting, accounting and declaration.
- Both contractual parties shall make every effort to obtain any relevant tax-waiver confirmations before this AGREEMENT is concluded.
- The above provisions shall not entitle the CONSULTING PARTNER to inspect DELTA INSTITUTE's calculations, balance sheet or other documentation.
- Should an authority require information regarding such documents, the contractual parties shall jointly designate a person of trust who shall (committed to confidentiality) conduct the clarifications necessary and shall represent DELTA INSTITUTE and its interests to the relevant fiscal authorities.

### 5.2 Third Parties

#### CONSULTING PARTNER

- Is not permitted to issue sub-license, to sub-contract or to delegate its AI-SUPPORTED BUSINESS AGILITY CONSULTING BUSINESS and his rights under this AGREEMENT in any form to any third party without DELTA INSTITUTE's prior written approval.
- Undertakes, for the duration of this AGREEMENT, not to conclude any AGREEMENTs with third contractual parties, which may compromise or jeopardize the present relationship and the interests of DELTA INSTITUTE.
- Undertakes not to directly or indirectly acquire or set up a company or to participate in a company with the possibility of exerting a controlling influence, nor to work for a company which is in competition with DELTA INSTITUTE nor to act on its own as an entrepreneur in this line of business, competing with AI-SUPPORTED BUSINESS AGILITY CONSULTING, during the term of the present contract.
- Any transfer or delegation of powers and/or responsibilities regarding performance of the AI-SUPPORTED BUSINESS CONSULTING BUSINESS to third parties may only be effected with the prior written approval of DELTA INSTITUTE.

### 5.3 Change of control over the CONSULTING PARTNER

- Should the CONSULTING PARTNER during the term of the AGREEMENT come under the control of a COMPETITOR (as defined in ANNEX 1) then the CONSULTING PARTNER will inform DELTA INSTITUTE of this in writing at least six months in advance.
- If DELTA INSTITUTE considers the situation as a control of a third party, it is thereupon entitled to terminate the AGREEMENT with immediate effect.
- "Control" by a natural person or legal entity shall be deemed to be if such a natural person or legal entity
  - a) holds a controlling interest in the share capital or common stock of the CONSULTING PARTNER or

- b) can exert a decisive influence on the CONSULTING PARTNER'S business activities, in particular by exercising voting rights or a right of veto in respect to the BUSINESS or
  - c) Is in a position where it obtains access to internal information, such as CONFIDENTIAL INFORMATION, concerning the AI-SUPPORTED BUSINESS AGILITY CONSULTING BUSINESS.
- A legal entity is deemed to belong to the same group of companies as another legal entity if this other legal entity is its holding company, subsidiary or sister company or if a comparable situation exists, in particular on the basis of cooperation agreements.

## 6 General provisions

### 6.1 Nature of AGREEMENT

- The contractual parties agree that this AGREEMENT shall be of a purely commercial nature. Should either party be entitled, for any reason whatsoever, to claim immunity or privilege, both contractual parties hereby declare explicitly and irrevocably that they will waive their entitlement to any such immunity or privilege.
- This AGREEMENT does not establish or constitute any relationship between the contractual parties that may be construed as a contract of employment, an assignment, a joint venture, a representation, and a corporation or similar. Either party undertakes to desist from any action, which may create the impression of such a relationship among third contractual parties.
- This AGREEMENT contains the full AGREEMENT between the contractual parties. There are no verbal AGREEMENTs relating to this AGREEMENT.
- This AGREEMENT shall be issued in four originals. Each party shall receive two original copies.
- The language of all business relating to this AGREEMENT shall be English.

### 6.2 Modifications of AGREEMENT

- This AGREEMENT shall not be modified, augmented or influenced in any other way by any business customs or practices of either party which do not correspond to the provisions of this AGREEMENT.
- All modifications or additions to this AGREEMENT shall be made in writing.

### 6.3 Transfer of this AGREEMENT

This AGREEMENT is only assignable by CONSULTING PARTNER with DELTA INSTITUTE's prior written consent. Any assignment made by CONSULTING PARTNER without DELTA INSTITUTE's prior written consent will be void and DELTA INSTITUTE will not be required to recognize the assignment. DELTA INSTITUTE may assign any or all of its rights and delegate or novate any or all of its obligations hereunder without the prior approval of CONSULTING PARTNER. At the request of DELTA INSTITUTE, CONSULTING PARTNER will execute any papers or documents reasonably necessary to give effect to such assignment or novation. Partner shall promptly notify DELTA INSTITUTE of any material change to its ownership structure.

### 6.4 Notices

All notices, consents, waivers and other communications required or permitted by this AGREEMENT must be in English, in writing, and will be deemed given when

- (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid);
- (b) sent by e-mail with written confirmation of transmission delivered promptly thereafter; or
- (c) received by the addressee, if sent by certified mail, return receipt requested, in each case to the addresses or e-mail addresses and marked to the attention of the person (by name or title) designated (or to such other address, e-mail address or person as a Party hereto may designate by notice to the other Parties hereto), as stated in Par.10, "CORRESPONDENCE ADDRESS".

### 6.5 Force Majeure

- Force majeure shall apply in particular to events such as insurrection, war (declared or otherwise), civil unrest, revolution, sabotage, economic disruptions significantly greater than average economic trends, natural disasters, the issue or modification of national or international laws, and events and developments beyond the influence of the party concerned.
- Should a force majeure event occur, and should it substantially affect the core content of this AGREEMENT and a party's ability to provide its services for 180 (one hundred and eighty) days or more, consecutive or otherwise, within a period of 12 (eighteen) months, this AGREEMENT may be terminated with immediate effect by either party.

- Neither party may be held liable for the non-fulfillment nor the delayed fulfillment of its obligations as specified in this AGREEMENT if such non-fulfillment or delayed fulfillment is due to force majeure (as defined above).
- The party affected by such force majeure shall,
  - Inform the other party immediately of the event and the consequences thereof.
  - Take all reasonable steps to avoid any adverse consequences of the force majeure event.
  - Take all reasonable steps to ensure that the operations envisaged under the AGREEMENT can continue with as little disruption as possible.

## 6.6 Invalid or impossible provisions

- Should individual provisions of this AGREEMENT prove – against expectations – to be void or legally invalid as a result of legal rulings or the applicable laws of a national or international institution, or should a provision or provisions of this AGREEMENT be or become impossible to maintain or implement, the remaining provisions shall remain in force.
- The same shall apply should it emerge that this AGREEMENT contains a shortcoming or shortcomings in its provisions. In such cases, the contractual parties shall make every effort to replace the invalid or impossible provisions with valid or possible provisions, or to rectify the shortcoming concerned.
- In so doing, they shall endeavor to establish a legally valid provision that is based on sound economic principles and meets the contractual parties' original intentions as closely and comprehensively as possible. Once agreed by both contractual parties, such provisions shall be incorporated into this AGREEMENT.
- Should the contractual parties fail to agree on such new provisions either party shall be entitled to terminate this AGREEMENT with immediate effect.

## 6.7 Election to not execute rights

- Should either party elect not to exercise any rights to which it is entitled under this AGREEMENT, or should either party not insist upon the strict observance of an obligation or obligations by the other party, this shall in no way be construed as such party's waiver of any rights to which it is entitled under this AGREEMENT.
- Should either party choose not to exercise its rights following a violation of the terms and conditions of this AGREEMENT by the other party, this shall in no way affect the right to exercise its rights in relation to any further violations of this AGREEMENT by the other party.
- Any delay or denouncement on either party's part with regard to its rights arising from a violation of this AGREEMENT by the other party shall not affect its entitlement to exercise such rights in the light of this or any subsequent violation.

## 6.8 Offset

The offset of CONSULTING PARTNER's claims against DELTA INSTITUTE's receivables in relation to this AGREEMENT shall be excluded.

## 7 Duration, Renewal and Termination of the AGREEMENT

### 7.1 Coming into Effect

- This AGREEMENT shall come into effect upon signature by the parties and subject to the completion and signing of all ANNEXES.
- If the validity of the present AGREEMENT requires the approval, registration or notification registration or notification (hereinafter "approval") of a governmental or other supervisory authority, then the effective date of the present AGREEMENT shall be the date on which all such approvals are on hand. The parties agree that they will make every effort to obtain all the necessary approvals and all the required notifications within 60 (sixty) days of drawing up this AGREEMENT. If the approvals are not on hand within 6 (six) months of drawing up this AGREEMENT, then each party shall have the right to declare that a contractual relationship will definitely not come to pass any more.
- The post-contractual provisions in the present AGREEMENT apply analogously.

### 7.2 Duration

This AGREEMENT shall be valid for a period of 5 years, unless earlier terminated by either Party pursuant to clause 7.4.

### 7.3 Renewal

This AGREEMENT shall be automatically extended for a further 1 (one) year period if neither party terminates it, at the end of each such period as stated in clause 7.2.

### 7.4 Termination

Either party may terminate this AGREEMENT for just cause or with a notice period of six (6) months per end of a calendar month.

#### Notice of Termination

Notice of termination shall be effected by registered letter to the opposing party. In case of termination for extraordinary reasons such reasons must be stated.

#### Consequences of Termination

In the event of the termination of this AGREEMENT such termination shall be without liability of DELTA INSTITUTE to refund the CONSULTING PARTNER any fees already paid.

#### The CONSULTING PARTNER

- Shall provide the agreed upon services towards the END USER CLIENT until the first renewal date or the expiration date of the DELTA-T COCKPIT end user license agreements, for which the CONSULTING PARTNER has received payment.
- Shall pay all committed and outstanding fees 30 days after termination of this AGREEMENT.
- Shall return to DELTA INSTITUTE, immediately and voluntarily, all manuals, brochures, calculation documentation, signs, plans, programs and other documents and display items relating to the DELTA INSTITUTE and to AI-SUPPORTED AGILITY CONSULTING which were provided by DELTA INSTITUTE before or at the conclusion of the AGREEMENT or were obtained or created in the course of the contractual relationship.
- This obligation to return shall also apply to any copies or translations of all such material.
- Shall no longer exercise any rights deriving from this AGREEMENT, shall no longer present itself publicly as a CONSULTING PARTNER of DELTA INSTITUTE, and shall not refer to itself or appear in any other way which may lead to confusion with DELTA INSTITUTE, other CONSULTING PARTNERS or AI-SUPPORTED BUSINESS AGILITY CONSULTING WITH DELTA-T COCKPIT. In particular, the CONSULTING PARTNER shall no longer make use of the DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY the PROPRIETARY MARKS, the expertise or any other know-how

supplied to it in the course of its CONSULTING PARTNER activities, and shall not make use of any business secrets acquired in connection therewith.

- Undertakes at its own cost to remove all signage and displays which refer to DELTA INSTITUTE or the DELTA-T COCKPIT or which could lead to confusion with the same,
- Shall cease to use all e-mail addresses, domain names, phone and fax numbers and other communication tools, which could connect it with DELTA INSTITUTE in any marketing activities.
- Undertakes to abide by its commitment to confidentiality as described in this AGREEMENT following its termination.

#### BOTH CONSULTING PARTNER AND DELTA INSTITUTE

- Each party undertakes to fulfill all its outstanding obligations towards the other party within 30 (thirty) days of the date of the termination of this AGREEMENT.
- Neither party shall be entitled to any compensation – in particular any compensation for clientele or goodwill entitlement – following the expiration of this AGREEMENT.
- Commissions due during cancellation period are payable on date of collection from client.

## 8 Applicable law and arbitration

- This AGREEMENT and all ANNEXES regarded as an integral part thereof shall be subject to substantive Swiss Law, excluding the UN Treaty regarding the international purchase of goods (“Wiener Kaufrecht Übereinkommen”).
- Any question concerning the validity, interpretation or application of the AGREEMENT shall be first subject to consultations between the contractual parties, including if necessary, the involvement of its most senior officials, and they shall endeavor to mutually settle any dispute or claim which may arise.
- Any disputes arising including such disputes as to whether the AGREEMENT validly entered into legal force or its amendment or termination shall be settled by an arbitration tribunal in accordance with the Swiss Rules of International Arbitration of the Swiss Chambers of Commerce in force on the date when the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Zurich. The arbitral proceedings shall be conducted in English.

## 9 Signatures

Wien/Vienna (Austria),

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Consulting Partner  
.....  
Place, date, signature

---

Delta Institute – Dieter Legat E.U.  
A 1040 Wien (Austria), Schoenburgstrasse 13/12  
Place, date, signature

## 10 Correspondence addresses

DELTA INSTITUTE – Dieter Legat E.U.  
A 1040 Wien (Austria), Schoenburgstrasse 13/12  
Email: [legat@delta-institute.com](mailto:legat@delta-institute.com)  
Mobile phone: \*43 680 243 03 20

Consulting Partner  
PARTNER  
Zip, City (Country), Street address  
Email: .....  
Mobile phone:.....



## 11 Annexes

### 11.1 Annex 1: Definitions

To the extent that they are used in this AGREEMENT, the following expressions shall have the definitions specified, unless another meaning can be clearly and unambiguously derived from the context in which they occur. Wherever they are used they shall be highlighted in block capitals. Use on pages as indicated.

#### **AGREEMENT 3,4,6,7,8,9,10,12,13,14,15**

The present AGREEMENT including the following annexes:

ANNEX 1: Definitions

ANNEX 2: Trademarks and brands

#### **AI-SUPPORTED BUSINESS AGILITY CONSULTING 3, 9, 10, 14**

The activities performed by the CONSULTING PARTNER to assist the EDN USER CLIENT in leading its business agility

#### **AI-SUPPORTED BUSINESS AGILITY CONSULTING BUSINESS 6, 9, 10, 11**

CONSULTING PARTNER's business for delivering agility consulting.

#### **ANNEX 15**

The ANNEXES to this AGREEMENT:

ANNEX 1: Definitions

ANNEX 2: Trademarks and brands

#### **COMPETITOR 10**

Delta Institute recognizes as competitors:

- (a) Consulting businesses offering AI-supported business consulting,
- (b) Software businesses offering AI-tools for business management

Either

- a natural person or legal entity which is engaged in a business similar to DELTA INSTITUTE's AI-supported business consulting, or
- (a natural person or legal entity which offers AI-tools for business management, or
- a natural person or legal entity which controls or is member of a group of companies to which a COMPETITOR belongs,

#### **CONFIDENTIAL INFORMATION 7, 11**

All information relating to DELTA INSTITUTE, the DELTA-T COCKPIT and AI-SUPPORTED BUSINESS AGILITY-METHODOLOGY, which is obtained by the CONSULTING PARTNER,

- whether before or after the date of this AGREEMENT,
- whether in writing or orally,
- from or pursuant to discussions between the contractual parties or which is obtained through observations made by the CONSULTING PARTNER at the offices of DELTA INSTITUTE or within the DELTA INSTITUTE network of consulting partners.

„Confidential Information“ shall also include

- all analyses, compilations, studies and other documents
- whether prepared by DELTA INSTITUTE or any of its directors, employees or professional advisors,
- Which contain or otherwise reflect or are generated from such information.

In particular as to information received by the CONSULTING PARTNER from DELTA INSTITUTE, “Confidential Information” shall include the

- the DELTA-T COCKPIT USER MANUAL,

- other documentation, written recommendations and guidelines, presentation guides, software programs and printed versions thereof,
- and all other knowledge supplied to the CONSULTING PARTNER during the negotiation of this AGREEMENT and during its validity,
- and all other information,
- especially information
  - derived from access to written documentation,
  - from personal discussions with DELTA INSTITUTE personnel,
  - from visits to DELTA INSTITUTE,
  - from observation of the DTS BUSINESS,
  - whether offered wholly or partially by DELTA INSTITUTE,
  - whether spoken or written,
  - whether or not such information is marked "confidential" or "secret", or the CONSULTING PARTNER is aware that DELTA INSTITUTE regards such information as confidential or secret, or such information can be reasonably assumed to be of a confidential or secret nature.

**CONSULTING PARTNER 3, 4, 5, 6, 7,8,9,10,11, 12, 13, 14, 16, 16**

A consultant partnering with DELTA INSTITUTE as described in this AGREEMENT.

**CORRESPONDENCE ADDRESS 12, 16**

Addresses of CONSULTING PARTNER and DELTA INSTITUTE

**DELTA INSTITUTE 3, 4, 5, 6, 7, 8, 9, 10, 13, 14, 15, 16**

**DELTA INSTITUTE BUSINESS AGILITY CONSULTANT 4**

Consultant partnering with DELTA INSTITUTE as described in this AGREEMENT

**DELTA INSTITUTE BUSINESS AGILITY MANAGEMENT METHODOLOGY 3, 4, 8, 14**

**DELTA-T COCKPIT 3, 4, 5, 6, 8, 14, 15**

The SaaS software provided by DELTA INSTITUTE as the supporting tool for AI-SUPPORTED BUSINESS AGILITY CONSULTING and for further use by clients after conclusion of the consulting services. A

**DELTA-T-COCKPIT USER MANUAL 5**

The manual describing the functionality of the DELTA-T COCKPIT

**END USER CLIENT 3, 4, 5, 14**


A client served by the CONSULTING PARTNER to lead ist business's agility. with help of the DELTA-T COCKPIT.

**PROPRIETARY MARKS 7, 8, 15**

The patents, trademarks, domain names, samples, models, business relations, logos and registered designs relating to the DELTA-T COCKPIT and/or the AI-SUPPORTED BUSINESS AGILITY MANAGEMENT - METHODOLOGY, together with all other related patents, trademarks, domain names, samples, models, business relations, logos, labels, slogans, copyrights, knowledge, information, illustrations, plans, specifications, workflow, software programs, business secrets and other marked material or information whether or not registered or eligible to registration, and all other PROPRIETARY MARKS or intellectual property either owned by or available to DELTA INSTITUTE related to AI-SUPPORTED AGILE BUSINESS MANAGEMENT.

DELTA INSTITUTE may make additions or modifications to these PROPRIETARY MARKS at any time in view of their use for and within DELTA-T COCKPIT and/or AI-SUPPORTED BUSINESS AGILITY MANAGEMENT METHODOLOGY.

11.2 Annex 2: Trademarks and brands

Trademark / Brand	Registration Number (if available)
delta-t COCKPIT	
	
	
DELTA INSTITUTE	
	
Consultant certification	
