

## Terms and Conditions

GrowNow Group KG, Spengergasse 47, 1050 Vienna, Austria

The services of GrowNow Group KG are provided exclusively on the basis of the following Terms and Conditions. These apply to all legal relationships between GrowNow Group KG and the contractual partner, even if no explicit reference is made to them.

### 1. General Provisions

#### 1.1 Scope of Application

The following Terms and Conditions apply to all legal transactions between GrowNow Group KG and the contractual partner.

Terms and Conditions of the respective contractual partner shall not be accepted, even if known, and GrowNow Group KG hereby expressly objects to them, unless otherwise expressly agreed in writing in an individual case. No further objection to the contractual partner's Terms and Conditions by GrowNow Group KG shall be required.

#### 1.2 Amendments to the Terms and Conditions

These Terms and Conditions shall also apply to all future contractual relationships, including cases where no explicit reference is made to them in supplementary contracts.

#### 1.3 Notice in the Sense of Equal Treatment

For reasons of readability, the generic masculine form is used in this document. All personal designations apply equally to all genders and are expressly to be understood as gender-neutral. Any additional differentiation is omitted in favor of clear and fluent language.

GrowNow Group KG endeavors to use terms, designations, and functional titles in a gender-neutral manner or in a way that addresses all genders. Should this not always be achieved, all trainings and consulting services are, of course, equally open to all genders.

### 2. Services of GrowNow Group KG

The service offerings of GrowNow Group KG consist of consulting, training, and/or coaching activities.

#### 2.1 Duties of Cooperation and Information

The parties shall endeavor, to the best of their knowledge and belief, to support the contractual partner in the performance of the respective obligations by providing information, data, or experience in order to ensure a smooth and efficient workflow for both parties.

## 2.2 Conclusion of Contract

All offers made by GrowNow Group KG are made without obligation. The order placed by the contractual partner shall be binding.

## 2.3 Booking of Services

Bookings shall be considered in the order in which they are received. GrowNow Group KG accepts bookings for its services exclusively in writing and subject to written confirmation thereof, or via the booking forms for the respective service on [www.aviationnow.academy](http://www.aviationnow.academy), subject to confirmation thereof. Minimum and maximum participant numbers apply to the respective services. If a service consists of a series of consulting, training, or coaching sessions, registration—unless individual bookings are expressly offered—is only possible for the entire series; missed sessions cannot be made up free of charge. Registrations for in-house services for customers shall be made via a separate contract.

GrowNow Group KG shall be entitled, at its sole discretion, to accept offers to conclude purchase contracts within 14 days of receipt or to reject them by sending a corresponding declaration to the contractual partner.

## 2.4 Participation Requirements

If participation in a service is subject to specific admission requirements, these shall be stated in advance in writing by E-Mail or on [www.aviationnow.academy](http://www.aviationnow.academy) and must be fulfilled by the participant. The right to attend a service may not be transferred to third parties.

## 2.5 Place of Performance

All services shall take place at the venue specified in advance by GrowNow Group KG in writing by E-Mail or on [www.aviationnow.academy](http://www.aviationnow.academy). GrowNow Group KG reserves the right to change the venue at short notice. In such case, the participant shall not be entitled to compensation of any kind. Costs already incurred, such as travel or accommodation expenses, shall not be borne by GrowNow Group KG.

If an entire service is booked by a single contractual partner and is held at a different location at the request of the contractual partner, the contractual partner shall be obliged to provide the necessary infrastructure and technical equipment. Otherwise, any additional or substitute costs incurred by GrowNow Group KG shall be reimbursed in full.

## 2.6 Provision of Services

GrowNow Group KG shall be entitled to have the tasks incumbent upon it in the areas of consulting, training, and/or coaching performed in whole or in part by third parties. Payment of the third party shall be made exclusively by GrowNow Group KG. No direct contractual relationship of any kind shall arise between the third party and the contractual partner.

The contractual partner undertakes, during the term of the contractual relationship and for a period of three years after its termination, not to enter into any business relationship of any kind with persons or companies engaged by GrowNow Group KG for the performance of its contractual obligations. In particular, the contractual partner shall not commission such persons or companies to provide consulting services that are identical or similar to those offered by GrowNow Group KG.

## 3. Payment Terms & Right of Withdrawal

### 3.1 Costs of Services

Service fees must be paid no later than 21 days prior to the commencement of the respective service; otherwise, participation in the offered service shall be excluded. Cash discounts cannot be deducted. Partial payments are not permitted. For training courses, the training fee includes the examination fee. For corporate clients booking in-house services, a payment term of 14 days without deduction after completion of the event shall be deemed agreed.

All prices stated in official offers, sales brochures, sales stands, and on the website are exclusive of taxes unless expressly stated otherwise.

In addition to the service fee, value added tax (VAT) of 20% shall be charged; for books, VAT of 10% shall apply. All deliveries are made at the expense and risk of the contractual partner. Unless expressly stated and agreed otherwise, the costs of meals and accommodation are not included in the service fee.

### 3.2 Payments & Invoicing

In the event of late payment, GrowNow Group KG shall be entitled, without further reminder, to default interest in the amount of 2.5% above the reference interest rate of the Austrian National Bank. The right to claim further damages shall remain unaffected.

Online trainings shall be invoiced immediately upon booking. The certificate or proof of instruction shall only be issued after successful completion of the final review and full payment of the invoice.

### 3.3 Electronic Invoicing

GrowNow Group KG shall be entitled to issue invoices to the contractual partner in electronic form. The contractual partner expressly agrees to receive invoices in electronic form from GrowNow Group KG.

### 3.4 Cancellation Policy

Cancellations of booked services by the contractual partner may only be made in writing via E-Mail to [mybooking@grownow-group.com](mailto:mybooking@grownow-group.com). The cancellation shall become effective on the date it is received by GrowNow Group KG. The following cancellation terms shall generally apply:

- Cancellations up to 21 calendar days before the commencement of the service: free of charge.
- Cancellations from 21 calendar days before the commencement of the service: 50% of the service fee.
- Cancellations on the day the service begins or thereafter: 100% of the service fee. This shall also apply in the case of unexcused failure to attend at the beginning of the service.

Price advantages resulting from the booking of multiple service dates (e.g., a seminar series or seminar package) shall be reversed in the event of cancellation of individual events.

The cancellation fee shall not apply if the participant nominates a substitute participant suitable for the target group who attends the service and assumes the service costs. However, the original participant shall remain liable for the service costs.

In the event of cancellation of booked services for reasons such as illness and upon submission of a corresponding medical or official certificate prior to the commencement of the service, the existing booking shall, by agreement, be rebooked to the next available date of the same service.

If a service is cancelled by GrowNow Group KG, booked participants shall automatically be rebooked to the next date of the same service.

Cancellation terms for in-house services:

These cancellation terms shall apply both if the entire training does not take place and if individual participants are deregistered or fail to attend the training.

- Cancellations up to 21 calendar days before commencement of the service: free of charge.
- Cancellations from 21 calendar days before commencement of the service: 25% of the service fee.
- Cancellations from 14 calendar days before commencement of the service: 50% of the service fee.
- Cancellations from 7 calendar days before commencement of the service, on the day the service begins, or thereafter: 100% of the service fee.

All costs incurred by GrowNow Group KG as a result of the cancellation of an in-house training, regardless of the time of cancellation, shall in any event be reimbursed.

If a rebooking is made during the cancellation period of the originally booked service, the newly selected service must be paid in full immediately.

### 3.5 Postponement of Dates

In the event of postponement, the cancellation terms (see above) shall apply.

A booked and postponed service must be completed within 6 months of the originally scheduled date. In this case, the difference between the amount already paid and the total amount shall be charged. If a booked and postponed date is not completed within 6 months of the scheduled date, the amount paid shall be deemed a cancellation fee and shall neither be refunded nor credited toward another service.

All costs incurred as a result of the commencement of performance shall be reimbursed regardless of the time of postponement.

### 3.6 Right of Withdrawal

For distance contracts, the following shall apply:

Contractual partners have the right to withdraw from the contract within 14 days without giving any reason. The withdrawal period shall be 14 days from the date of conclusion of the contract (booking). To exercise the right of withdrawal, GrowNow Group KG must be informed by means of a clear written statement sent by E-Mail to [mybooking@grownow-group.com](mailto:mybooking@grownow-group.com) of the decision to withdraw from the contract. To meet the withdrawal deadline, it is sufficient that the notification of the exercise of the right of withdrawal is sent before the expiry of the withdrawal period. If this option is exercised, GrowNow Group KG shall promptly confirm receipt of the withdrawal by E-Mail.

Exception for "Digital Products":

For so-called digital products, including online trainings offered by GrowNow Group KG, the right of withdrawal shall expire upon the contractual partner's express consent that performance of the contract shall begin before the expiry of the withdrawal period, and acknowledgment that by giving such consent, the contractual partner loses the right of withdrawal.

During the conclusion of the contract, the contractual partner shall therefore be clearly informed by the following clause: "I expressly agree that performance of the contract shall begin before the expiry of the withdrawal period. I acknowledge that by giving this consent, I lose my right of withdrawal upon commencement of performance." The legal consequences are therefore known to the contractual partner.

### 3.7 Consequences of Withdrawal

In the event of withdrawal from the contract by the contractual partner, GrowNow Group KG shall reimburse all payments received, including delivery costs (with the exception of additional costs resulting from the contractual partner's choice of a type of delivery other than the least expensive standard delivery offered), without undue delay and at the latest within 14 days from the date on which notification of the withdrawal was received.

For such reimbursement, GrowNow Group KG shall use the same means of payment as used in the original transaction, unless expressly agreed otherwise with the contractual partner; in no case shall any fees be charged for such reimbursement.

If the contractual partner has requested that services begin during the withdrawal period, the contractual partner shall pay a reasonable amount corresponding to the proportion of services already provided up to the time GrowNow Group KG is informed of the exercise of the right of withdrawal, in comparison to the total scope of services provided for in the contract.

In the event of withdrawal, any documents handed over by GrowNow Group KG must be returned in undamaged condition; otherwise, compensation for costs shall be due.

### **3.8 Exclusion from Services**

GrowNow Group KG reserves the right, if significant reasons exist that render continued participation unreasonable toward other participants, lecturers, or employees of GrowNow Group KG, or that render the performance of a service unreasonable, to exclude participants from the service or contractual partners from using the service and to withdraw from the contract. Fees already paid shall be refunded on a pro rata basis.

### **3.9 Duration of the Contract**

The contract for the service shall generally end upon completion of the respective service.

### **3.10 Withdrawal from the Contract by GrowNow Group KG**

If performance is not possible for operational reasons, GrowNow Group KG shall be entitled to withdraw from the contract.

In the event of default in payment, GrowNow Group KG shall be entitled to withdraw from the contract.

GrowNow Group KG shall be entitled to declare immediate withdrawal from the contract if insolvency proceedings are opened against the assets of the contractual partner or if the opening of such proceedings is rejected due to insufficient assets, provided that statutory provisions do not prohibit such withdrawal or termination of the contract.

GrowNow Group KG shall also be entitled to declare immediate withdrawal from the contract if the contractual partner has taken actions intended to cause damage to GrowNow Group KG in fraudulent intent, in particular by entering into agreements with other entrepreneurs that are detrimental, contrary to good morals, or in violation of the principle of fair competition. This shall also apply if the contractual partner has promised or granted advantages to third parties in violation of good morals, or has directly threatened or inflicted disadvantages.

Any breach by the contractual partner of the provisions relating to the protection of intellectual property shall entitle GrowNow Group KG to immediate premature termination of the contractual relationship and to assert other statutory claims, in particular claims for injunctive relief and/or damages.

Withdrawal from the contract, regardless of which party declares it, must be made in writing.

## **4. Training**

### **4.1 Teaching Unit**

The duration of training courses is specified in days or teaching units. As a general rule, one training day comprises 8 hours or 8 teaching units of 45 minutes each.

Online trainings must be completed within 3 months from the date of booking.

### **4.2 Scripts and Training Materials**

For many training courses, learning materials are made available to participants. Unless otherwise stated, these are generally included in the training fee and are distributed at the beginning of the training. The learning materials provided by GrowNow Group KG may not be reproduced, distributed, offered for sale, made publicly accessible, or otherwise placed into circulation.

### **4.3 Image, Video, and Audio Recordings**

The creation of image, video, or audio recordings of training materials is strictly prohibited.

Image, video, and audio recordings of the lecturer or of persons during the training are permitted only after prior consultation. During examinations, image, video, and audio recordings are strictly prohibited.

### **4.4 Confirmation of Participation**

Confirmations of participation for attending a training course shall be issued free of charge, provided that the participant – unless otherwise stipulated – has attended 100% of the respective event. The timely issuance of a confirmation of participation requires the submission of participant data no later than 14 calendar days prior to the start of the event.

### **4.5 Examinations**

As a general rule, only persons who have met the required minimum attendance of the preceding event and have paid the participation fee in full shall be admitted to examinations. Admission shall be decided by GrowNow Group KG. Written examination papers shall not be handed out.

#### 4.6 Changes to the Training Program / Cancellation of Training

Due to long-term planning, program changes for organizational reasons may occur. Furthermore, the realization of a training course depends on reaching a minimum number of participants. GrowNow Group KG therefore reserves the right to change training days, starting times, dates, training locations, trainers, and to cancel training courses if necessary. Participants shall be notified thereof by E-Mail prior to the commencement of the service. If a training course is cancelled due to illness of the trainer, failure to reach the minimum number of participants required for the respective training, or other unforeseen events, no claim for the performance of (parts of) the service shall arise. No claims for compensation of expenses incurred or other claims against GrowNow Group KG may be derived therefrom.

#### 4.7 Duplicates of Examination Certificates

Examination certificates may also be issued as duplicates for previous years. The fee for issuing a duplicate is € 100. Confirmations of participation are issued free of charge. A processing fee of € 100 shall be charged for an English translation of examination certificates.

#### 4.8 Terms of Use of the GrowNow Group KG Learning Platform

Access data to the learning platform shall be provided to the participant at the start of the training. The disclosure of these access data to third parties is prohibited.

##### Copyright

The content of this learning platform, in particular all scripts, contributions, and slide sets, is protected by copyright. The content and information are intended solely for the personal use of the respective participant for training purposes. The user undertakes to comply with all applicable legal provisions when using the learning platform, in particular the provisions of competition law and the protection of intellectual property. Any further use, in particular storage, reproduction, translation, processing, any form of commercial use, as well as disclosure to other persons—even in part or in revised form—without the consent of GrowNow Group KG, is prohibited. The user may only make copyrighted works available on the learning platform with the consent of the author or rights holder. In the event of violations, GrowNow Group KG reserves the right to assert claims for damages.

##### Sanctions

If a minor violation of these terms of use is detected, the participant shall receive a warning. If a serious or repeated violation of these terms of use is detected, the authorized user's right of use shall be revoked and access to the learning platform shall be blocked, irrespective of the assertion of any further claims, in particular claims for damages, against the authorized user. In the event of such suspension, no training fees shall be refunded to the participant.

## Licenses and Downloads

The use of any learning materials offered for download by GrowNow Group KG shall be subject to the applicable license terms of the authorized provider or respective manufacturer (license agreement). These terms shall be provided together with the respective learning materials or may be obtained from the manufacturer/authorized provider upon request. The eLearning content and all other electronic training materials provided on the learning platform are—unless expressly stated otherwise—intended exclusively for private use by training and event participants and may only be used within this scope. Any other use is prohibited and shall be subject to civil and/or criminal prosecution. GrowNow Group KG shall not be liable for damages arising directly or indirectly from the use of the learning platform, such as through downloaded files, unless such damages were caused by gross negligence or intent on the part of GrowNow Group KG or involve personal injury.

## Liability

GrowNow Group KG operates the learning platform in accordance with existing technical, economic, operational, and organizational possibilities and therefore provides no warranty, particularly with regard to the technical characteristics of the internet, for the availability, freedom from disruption, or uninterrupted and continuous accessibility of the learning platform and its content. GrowNow Group KG shall endeavor to remedy any disruptions as quickly as possible. GrowNow Group KG is also entitled to interrupt the operation of the learning platform in a reasonable and acceptable manner insofar as this is necessary for internal purposes, such as maintenance or the integration of new content. GrowNow Group KG assumes no liability for the quality, accuracy, timeliness, or completeness of third-party information. Any liability for direct, indirect, or other damages arising from the use or unavailability of the data and information on this learning platform is excluded, regardless of the cause, except in cases of gross negligence or intentional misconduct by GrowNow Group KG. This exclusion of liability shall not apply to personal injury. Any integration of individual pages of this learning platform into third-party systems is prohibited. Any alteration or falsification of information content within the learning platform is prohibited.

GrowNow Group KG assumes no liability for information provided on linked websites; the content of a linked website is the sole responsibility of the respective website operator.

GrowNow Group KG operates the learning platform in accordance with the current state of the art and strives to keep its web presence free from viruses. However, due to technical circumstances, no guarantee or liability can be assumed for the absence of viruses. Each user is obliged, prior to downloading information, software, or files, to take appropriate security precautions and to use suitable virus scanners or other technical protective measures for their own protection and to prevent the introduction of viruses into the learning platform.

## 5. Consulting / Coaching

### 5.1 Scope of the Consulting Assignment

The scope of a specific consulting assignment shall be contractually agreed on a case-by-case basis.

### 5.2 Duty of Disclosure of the Contractual Partner / Declaration of Completeness

The contractual partner shall ensure that the organizational framework at its place of business allows for undisturbed work conducive to the rapid progress of the consulting process during the execution of the consulting assignment.

The contractual partner shall fully inform GrowNow Group KG of any prior and/or ongoing consulting engagements – even in other areas of expertise.

The contractual partner shall ensure that GrowNow Group KG is provided, even without special request, with all documents necessary for the performance and execution of the consulting assignment in a timely manner and is informed of all processes and circumstances relevant to the execution of the consulting assignment. This shall also apply to all documents, processes, and circumstances that become known only during the consultant's activities.

The contractual partner shall ensure that its employees and any statutory employee representatives (works council), if established, are informed of the activities of GrowNow Group KG prior to the commencement thereof.

### 5.3 Safeguarding Independence

The contracting parties undertake to maintain mutual loyalty.

The contracting parties mutually undertake to take all measures necessary to prevent any impairment of the independence of commissioned third parties and employees of GrowNow Group KG. This shall in particular exclude offers by the contractual partner to employ employees or commissioned third parties or to assign them independent contracts on their own account.

### 5.4 Reporting

GrowNow Group KG undertakes to report to the contractual partner on its work, the work of its employees, and, where applicable, the work of commissioned third parties in accordance with the progress of the assignment.

The final report shall be provided to the contractual partner within a reasonable period depending on the nature and scope of the consulting assignment, but no later than 30 days after completion of the assignment.

In producing the agreed work, GrowNow Group KG shall not be bound by instructions, shall act at its own discretion, and under its own responsibility. It shall not be bound to a specific place of work or specific working hours.

### 5.5 Protection of Intellectual Property

The copyrights to the works created by GrowNow Group KG and its employees and commissioned third parties (in particular offers, reports, analyses, expert opinions, organizational plans, programs, service descriptions, drafts, calculations, drawings, data carriers, etc.) shall remain with GrowNow Group KG. Such works may be used by the contractual partner during and after termination of the contractual relationship exclusively for purposes covered by the contract. The contractual partner shall therefore not be entitled to reproduce and/or distribute the work(s) without the express consent of GrowNow Group KG.

Under no circumstances shall unauthorized reproduction or distribution of the work result in any liability of GrowNow Group KG toward third parties, in particular with regard to the accuracy of the work.

### 5.6 Fee

Upon completion of the agreed work, GrowNow Group KG shall receive a fee in accordance with the agreement between the contractual partner and GrowNow Group KG. GrowNow Group KG shall be entitled to issue interim invoices in accordance with the progress of the work and to request advance payments corresponding to such progress. The fee shall become due upon issuance of the invoice by GrowNow Group KG.

GrowNow Group KG shall issue an invoice entitling the contractual partner to deduct input VAT and containing all legally required elements.

Any cash expenses, out-of-pocket expenses, travel costs, etc., shall be reimbursed by the contractual partner in addition to the fee upon presentation of an invoice by GrowNow Group KG.

If the agreed work is not performed for reasons attributable to the contractual partner, or due to justified premature termination of the contractual relationship by GrowNow Group KG, GrowNow Group KG shall retain the right to payment of the full agreed fee minus expenses saved.

If an hourly fee has been agreed, the fee shall be payable for the number of hours expected for the entire agreed work minus expenses saved. Saved expenses shall be agreed at a flat rate of 30% of the fee for those services not yet performed by GrowNow Group KG as of the date of termination of the contractual relationship.

In the event of non-payment of interim invoices, GrowNow Group KG shall be released from its obligation to provide further services. The assertion of further claims arising from non-payment shall remain unaffected.

## 6. Warranty

GrowNow Group KG is entitled and obliged—irrespective of fault—to remedy any inaccuracies and defects in its services within the scope of the statutory warranty. GrowNow Group KG shall inform the contractual partner thereof without undue delay. This claim of the contractual partner shall expire six months after the provision of the respective service.

GrowNow Group KG may discharge the claim for price reduction and rescission of the contract by, within a reasonable period and at its discretion, replacing the defective work with a defect-free one, providing the defect-free service, carrying out an improvement in a manner reasonable for the contractual partner, and/or supplying what is missing. The contractual partner must assert a defect within six months of becoming aware of it. The burden of proof that the defect already existed at the time of handover shall lie with the contractual partner.

Any guarantee and/or warranty claims asserted by the contractual partner in relation to tangible goods purchased from GrowNow Group KG shall expressly not extend to the services provided by GrowNow Group KG in connection therewith.

## 7. Exclusion of Liability

In cases of slight negligence, the liability of GrowNow Group KG and its employees, contractors, or other vicarious agents for property damage or pecuniary loss suffered by the contractual partner is excluded, regardless of whether such damages are direct or indirect, loss of profit, consequential defect damages, damages due to delay, impossibility, positive breach of contract, culpa in contrahendo, or due to defective or incomplete performance. The injured party shall bear the burden of proof of gross negligence. To the extent that the liability of GrowNow Group KG is excluded or limited, this shall also apply to the personal liability of its employees, contractors, or other vicarious agents.

The limitation period for asserting claims for damages is three years and begins at the time the act triggering the obligation to pay damages was committed. If statutory limitation periods in individual cases result in a shorter limitation period for GrowNow Group KG, those shall apply.

All other claims for damages shall be governed by the statutory provisions of the Civil Code in Austria.

In terms of amount, the liability of GrowNow Group KG is limited to damages typically associated with comparable transactions of this kind that were foreseeable at the time of conclusion of the contract or, at the latest, at the time the breach of duty was committed. Claims for damages are limited in amount to the net order value.

The liability of GrowNow Group KG for consequential defect damages based on the legal ground of positive breach of contract is excluded if and insofar as such liability does not arise from a breach of obligations essential to achieving the purpose of the contract.

Any liability of GrowNow Group KG for claims asserted against the contractual partner on the basis of the services provided by GrowNow Group KG (e.g., consulting) is expressly excluded if GrowNow Group KG has complied with its duty to warn or if such a duty was not recognizable for GrowNow Group KG, whereby slight negligence shall not be detrimental. In particular, GrowNow Group KG shall not be liable for legal proceedings costs, attorneys' fees of the contractual partner, or costs of publication of judgments, nor for any claims for damages or other claims asserted by third parties. The contractual partner shall indemnify and hold GrowNow Group KG harmless in this regard.

If GrowNow Group KG performs the work with the involvement of third parties and warranty and/or liability claims against such third parties arise in this context, GrowNow Group KG assigns such claims to the contractual partner. In such case, the contractual partner shall primarily pursue such third parties.

No liability claims whatsoever may be asserted against GrowNow Group KG for the application of knowledge acquired through GrowNow Group KG, nor for the accuracy and currency of documents provided. GrowNow Group KG assumes no warranty for printing or typographical errors in its publications and website.

## 8. Data Protection

All personal details of participants shall be treated confidentially. The data shall not be passed on to third parties (exception: authorities, see below). By transmitting their data, participants or interested parties consent to the storage and use of personal data (first and last name, title, date of birth, nationality, passport number, place of birth, company name, company address, telephone numbers, E-Mail addresses, mailing address or private address) transmitted electronically, by phone, orally, or in writing, for the purpose of providing information and for quality assurance. This also includes sending an E-Mail newsletter to the stated E-Mail address(es). If participants' personal data change or if they no longer wish to receive further mailings from GrowNow Group KG, they are requested to notify [mybooking@grownow-group.com](mailto:mybooking@grownow-group.com).

For all services, billing data shall be stored internally for invoicing and performance of the contract and/or due to statutory retention obligations.

By concluding the contract, the contractual partner consents to the collection and processing of personal data by GrowNow Group KG. GrowNow Group KG does not sell, exchange, or otherwise make unauthorized use of the contractual partner's personal data and information.

The contractual partner expressly agrees to the electronic processing and transmission of the data provided for the purpose of creditworthiness checks and/or debt collection in accordance with applicable data protection law.

### 8.1 Disclosure of Mandatory Data to Authorities

The contractual partner agrees that for trainings, personal data, namely “name, date of birth, nationality, place of birth, and address”, shall be transmitted to the BMVIT (for trainings for dangerous goods safety advisers) and/or AustroControl GmbH (aviation trainings) due to statutory requirements (Dangerous Goods Transport Act and the Dangerous Goods Transport Ordinance, as amended).

### 8.2 Information on and Deletion of Stored Data

The contractual partner has the right to request, at any time, information about the data stored by GrowNow Group KG relating to their person, as well as any recipients of such data. This information shall be provided free of charge and generally by E-Mail; in exceptional cases (if the contractual partner has no means of receiving E-Mail), it shall also be provided in writing. The request for information must be addressed to GrowNow Group KG in writing or with a handwritten signature, enclosing a copy of an official photo ID (passport or identity card).

Within the scope of statutory provisions, the contractual partner has the right at any time to request correction or deletion of the stored data. For this purpose, an E-Mail containing the following details shall be sufficient: name, date of birth, and E-Mail address.

### 8.3 Security of Data Transmissions

The contractual partner is aware that data protection for transmissions over the internet is not yet fully guaranteed according to the current state of the art. In particular, E-Mails do not constitute secure communication, as the reading of contents cannot be technically excluded. The contractual partner is therefore responsible for ensuring the security of the data transmitted by them to GrowNow Group KG.

### 8.4 Confidentiality of Business Information

GrowNow Group KG undertakes to maintain absolute confidentiality regarding all business matters that become known to GrowNow Group KG, in particular business and trade secrets, as well as any information that GrowNow Group KG receives about the nature, scope of operations, and practical activity of the contractual partner.

### 8.5 Confidentiality Obligations When Engaging Third Parties

GrowNow Group KG is released from its confidentiality obligation vis-à-vis any assistants and representatives it engages. GrowNow Group KG shall ensure that such persons are fully bound to confidentiality. Breaches of this confidentiality obligation by assistants or representatives shall be attributed to GrowNow Group KG, which shall be liable for such breaches as for its own.

## 9. Compliance

### 9.1 Compliance with the Law

GrowNow Group KG and the contractual partners undertake to comply with all laws and regulations applicable in Austria, in particular those relating to contract law, corporate law, and occupational safety.

### 9.2 Anti-Corruption

Both parties undertake not to engage in bribery or the granting of unlawful advantages and to comply with the relevant provisions of Austrian criminal law as well as international anti-corruption standards.

### 9.3 Labor and Social Standards

Labor and social standards, including fair working conditions, equal treatment, and occupational safety in accordance with labor law requirements, must be observed.

### 9.4 Environmental Regulations

Furthermore, all applicable environmental regulations and sustainability requirements must be complied with.

### 9.5 Reporting and Consequences of Violations

Violations of these obligations must be reported in writing without undue delay. In the event of non-compliance, the contractual partner reserves the right to impose contractual penalties, assert claims for damages, or terminate the contract for cause.

## 10. Final Provisions

### 10.1 References

Companies that become contractual partners of GrowNow Group KG grant GrowNow Group KG the right to use the company name and logo for reference and promotional purposes.

### 10.2 Prohibition of Animals

As a general rule, animals are prohibited in trainings and consulting sessions of GrowNow Group KG and in seminar rooms. Exceptions apply to assistance dogs for persons with special needs and animals required for the purpose of conveying training content during events; in such cases, prior notification is requested in due time.

### 10.3 Severability Clause

Should any provision of these Terms and Conditions be or become wholly or partially legally invalid or unenforceable, this shall not affect the legal validity of the remaining provisions and of contracts concluded on their basis. This shall also apply if a part of a provision is invalid while another part remains valid.

The contracting parties shall replace the legally invalid or unenforceable provision with a valid and enforceable provision that most closely reflects the meaning, content, and purpose of the invalid or unenforceable provision, as well as the economic interests of the contracting parties, and that does not contradict the remaining contractual agreements.

#### 10.4 Written Form Requirement

Amendments or supplements to a contract and to these Terms and Conditions must be made in writing. This shall also apply to any amendment of the written form requirement. No oral side agreements exist.

The contracting parties confirm that all information provided in the contract has been given conscientiously and truthfully and undertake to notify each other immediately and in writing of any changes.

#### 10.5 Place of Jurisdiction and Applicable Law

For disputes, the court in Vienna with subject-matter and local jurisdiction shall have exclusive jurisdiction.

In the event of disputes arising from a contract that cannot be settled amicably, the contracting parties agree to engage registered mediators (pursuant to the Austrian Civil Mediation Act – ZivMediatG) with a focus on business mediation from the list of the Federal Ministry of Justice for the purpose of out-of-court dispute resolution. Should no agreement be reached regarding the selection of the business mediators or on the substance of the matter, legal action shall be initiated at the earliest one month after the failure of negotiations.

Version as of: 1 January 2026