

General Business Terms and Conditions

1. General Fundamentals / Sphere of Validity

1.1 For all legal dealings between the Client und the Contractor (AGA Group GmbH), exclusively these General Business Terms and Conditions shall be valid. The version that is respectively valid at the time the contractual agreement is concluded shall be prevailing.

1.2 These General Business Terms and Conditions shall also be valid for all future contractual relationships–thus even then if reference is not expressly made to them in supplemental agreements.

1.3 Any opposing General Business Terms and Conditions of the Client shall be considered to be invalid unless they have been expressly recognised in writing by the Contractor (AGA Group GmbH).

1.4 In the event that individual provisions of these General Business Terms and Conditions should be or become invalid, this shall not affect the validity of the remaining provisions and the contractual agreements that are concluded based upon them. The invalid provision must be replaced by a valid provision which most closely corresponds to the sense and commercial intent of the invalid provision.

2. Scope of the Consulting Mandate / Representation

2.1 The scope of a concrete consulting mandate shall be contractually agreed in the individual case.

2.2 The Contractor (AGA Group GmbH) shall be entitled to have its tasks rendered, in whole or in part, by third parties. The payments to third parties shall be undertaken exclusively by the Contractor (AGA Group GmbH) itself. No type of direct contractual relationship whatsoever shall be considered to exist between the third party and the Client.

2.3 The Client shall be obliged, during as well as until the passage of three years after the end of this contractual relationship, to enter into no business relationship of any kind with persons or companies whom the Contractor (AGA Group GmbH) commissions to fulfil its contractual obligations. The Client shall particularly not commission these persons and companies with such or similar consulting services which the Contractor (AGA Group GmbH) also offers.

3. Clarification Obligation upon the Client's Part / Declaration of Completeness

3.1 The Client shall ensure that the organisational framework conditions for the fulfilment of the consulting mandate at its commercial residence permit work which promotes the rapid implementation of the consulting process which is as uninterrupted as possible.

3.2 The Client shall also comprehensively notify the Contractor (management consulting firm) of any previously-implemented and/or on-going consulting – including also in other specialised areas.

3.3 The Client shall ensure that the Contractor (management consulting firm),

even without any special request upon the part of the Contractor, is promptly provided with all documents that are required for the fulfilment and implementation of the consulting mandate as well as information about all processes and sets of circumstances which are of importance for the implementation of the consulting mandate. This shall also be valid for all documents, processes and circumstances which only then become known during the consultant's work activities.

3.4 The Client shall ensure that its employees and the statutorily-prescribed and, as required, employee representation body that has been formed (Works Council) are already informed of the Contractor's work before the Contractor commences its work duties.

4. Safeguarding Independence

4.1 The contractual partners shall be obliged to reciprocal loyalty.

4.2 The contractual partners shall be reciprocally obliged to undertake all preventative measures which are suitable for eliminating the risks to the independence of the commissioned third parties and employees of the Contractor (management consulting firm). This shall be valid particularly for offers from the Client to hire such persons and/or the assumption of orders on its own account.

5. Reporting / Reporting Obligation

5.1 The Contractor (management consulting firm) shall be obliged to correspondingly submit progress reports to the Client regarding its work, the work of its employees and, where applicable, the work of its commissioned third parties.

5.2 The Client shall receive the final report within an appropriate timeframe; i.e. within two to four weeks after the mandate is completed based upon the type of consulting mandate.

5.3 The Contractor (management consulting firm) shall, during the creation of the agreed work product, not be required to obey instructions, act in its own fair discretion and in its own responsibility. It shall be bound to no designated work location and no designated working hours.

6. Protection of Intellectual Property

6.1 The copyrights to the work products (particularly offers, reports, analyses, assessments, organisational plans, programmes, performance specifications, drafts, calculations, sketches, data carriers, etc.) created by the Contractor (AGA Group GmbH) and its employees and commissioned third parties shall continue to be held by the Contractor (AGA Group GmbH). They may be used by the Client, during and after the end of the contractual relationship, exclusively for the purposes encompassed by the contractual agreement.

In this regard, the Client shall not be entitled to reproduce and/or disseminate the work product (the work products) without the express consent of the Contractor (AGA Group GmbH). In no way shall, through an unauthorised reproduction/dissemination of the work product, shall liability be created upon the part of the Contractor (management consulting firm)–particularly, for example, for the correctness of the work product–via-à-vis third parties.

6.2 The Client's violation of these provisions shall entitle the Contractor (AGA Group GmbH) to immediately and prematurely end the contractual relationship and to assert other legal claims–particularly to forbearance and/or damage compensation.

7. Warranty

7.1 The Contractor (AGA Group GmbH) shall, without determining fault, be entitled and obliged to eliminate any flaws and defects to its work products which become known. It shall promptly notify the Client in this regard.

7.2 This claim of the Client shall lapse six months after the rendering of the respective service.

8. Liability / Damage Compensation

8.1 The Contractor (AGA Group GmbH) shall be liable to the Client for damages–with the exception of personal injury–only in cases of gross culpability (intentional wrongdoing or gross negligence). This shall also be valid accordingly for damages which have been caused by the Contractor's commissioned third parties.

8.2 Damage compensation claims upon the part of the Client may be asserted in court only within six months after becoming aware of the damages and the damaging party, but nonetheless by no later than within three years after the event substantiating the claim.

8.3 The Client must respectively render the documentation that the damages are the Contractor's fault.

8.4 Insofar as the Contractor (AGA Group GmbH) renders the work product while being supported by third parties and, in this context, warranty and/or liability claims are created against these third parties, the Contractor (AGA Group GmbH) shall assign these claims to the Client. In this case, the Client shall assert such claims against these third parties upon a priority basis.

9. Confidentiality / Data Protection

9.1 The Contractor (AGA Group GmbH) shall be obliged to maintain absolute secrecy regarding all business matters of which it becomes aware—particularly regarding business and trade secrets as well as any information which it receives regarding the type, operational scope and practical business activities of the Client.

9.2 Moreover, the Contractor (AGA Group GmbH) shall be obliged to maintain secrecy vis-à-vis third parties regarding the overall content of the work product as well as all information and disclosures about factual circumstances which it has received in conjunction with the creation of the work product—particularly also regarding the data of the clients of the Client.

9.3 The Contractor (AGA Group GmbH) shall be released from the confidentiality obligation in its dealings with any assistants and representatives which it commissions. However, it must also comprehensively impose the confidentiality obligation on these persons and shall be liable for their violations against the confidentiality obligation as for its own violation.

9.4 The confidentiality obligation shall also extend in unrestricted fashion even beyond the end of this contractual relationship. Exceptions in this regard shall be the statutorily-prescribed disclosure obligations.

9.5 The Contractor (AGA Group GmbH) shall be entitled to process the personal data entrusted to it in accordance with the purpose of the contractual relationship. The Client shall guarantee to the Contractor that all required measures in this regard—particularly those in accordance with the Data Protection Act such as the declarations of consent of the affected parties—have been undertaken.

10. Fee

10.1 After the agreed work product has been completed, the Contractor (AGA Group GmbH) shall receive a fee in accordance with the agreement between the Client and the Contractor (AGA Group GmbH). The Contractor (AGA Group GmbH) shall be entitled to submit intermediate invoices based upon the work progress and to demand payments on account based upon the respective work progress. The fee shall become payable respectively with the invoicing by the Contractor.

10.2 The Contractor (AGA Group GmbH) shall respectively issue an invoice providing an entitlement to the input tax deduction with all statutorily-required features.

10.3 Incurred cash outlays, out-of-pocket expenses, travel costs, etc. must also be reimbursed by the Client against the submission of the invoicing by the Contractor (AGA Group GmbH).

10.4 If the implementation of the agreed work product fails to be done for reasons which are attributable to the Client or as the result of a justified premature ending of the contractual relationship by the Contractor (AGA Group GmbH), then the Contractor (AGA Group GmbH) shall retain its claim to the payment of the overall agreed fee less the saved expenditures. In the event that an hourly fee has

been agreed, the fee must be paid for that number of hours which were to be expected for the entire agreed work product less the saved expenditures. The saved expenditures shall be agreed to be, upon a lump-sum basis, 30 percent of the fee for those services which the Contractor has not yet rendered by the date that the contractual relationship is ended.

10.5 In the event of the non-payment of intermediate invoices, the Contractor (AGA Group GmbH) shall be released from its obligation to render additional services. However, the assertion of any additional claims resulting from the non-payment shall thus not be affected.

11. Electronic Invoicing

11.1 The Contractor (AGA Group GmbH) shall also be entitled to submit the invoices in electronic form to the Client. The Client expressly grants its consent to the sending of invoices in electronic form by the Contractor (AGA Group GmbH).

12. Duration of the Contractual Agreement

12.1 In principle, this contractual agreement shall end upon the completion of the project.

12.2 This notwithstanding, the contractual agreement may be dissolved at any time for important reasons by either party without being required to provide advance notice. An important reason shall be considered to be particularly

- If a contractual partner violates essential contractual obligations or
- If a contractual partner enters into payment default after the opening of bankruptcy proceedings.
- If justified doubts exist regarding the creditworthiness of a contractual partner for whose assets no insolvency proceedings have been opened and, upon the Contractor's request, the contractual partner neither makes advance payments nor provides suitable security before the Contractor renders services and the bad financial circumstances were not known to the other contractual partner upon the conclusion of the contractual agreement.

13. Final Provisions

13.1 The contractual parties confirm that they have provided, conscientiously and truthfully, all information in the contractual agreement and shall be obliged to promptly make notification to each other of any changes.

13.2 Any changes in the contractual agreement and these General Business Terms and Conditions must be in writing as well as an abolition of this written form requirement. No oral ancillary agreements have been concluded.

13.3 Substantive Austrian law shall be applicable to this contractual agreement subject to the exclusion of the reference norms of international private law. The place of performance shall be the location of the commercial branch of the Contractor (AGA Group GmbH). For disputes, the court for the commercial residence of the Contractor (AGA Group GmbH) shall be competent.