

General Terms and Conditions (GTC) of RegioPlan Consulting GmbH

1. Scope of application

1.1. All consulting services of RegioPlan Consulting GmbH, A-1060 Wien, Theobaldgasse 8 (in the following shortened to: RP) shall be governed exclusively by these GTC. At the conclusion of a contract, the version of these GTC shall be valid which is applicable at that time.

1.2. These GTC are also valid for all future contractual relationships, including if they are not explicitly mentioned for additional or subsequent contracts.

1.3. Contradictory GTC of the contracting entity are only valid subject to an explicit written acknowledgement by RP. Any deviations from these GTC are also only applicable if they have been acknowledged by RP in writing.

1.4. Should individual provisions of these GTC be and/or become invalid, this does not prejudice the validity of the remaining provisions and the contracts concluded on their basis. The invalid provision shall be replaced by a valid one which is as close as possible in meaning and economic purpose.

2. Scope of the consulting assignment

2.1. The scope of a given consulting assignment is defined by the written offer or order confirmation, a consultant contract or tender specifications where applicable. Any modifications to the scope of the consulting assignment require a written agreement between the contracting entity and RP.

2.2. RP is bound by its offer for 4 weeks. This time period shall commence at the moment the offer is made and transmitted to the contracting entity.

2.3. Subsequent changes to the contract shall only be valid if made in writing. This cannot be circumvented by oral agreement.

2.5. Should RP's service performance already begin prior to RP's signature of the order confirmation due to the contracting entity's conduct implying its intent, then all agreements, including those relating to remuneration and payment conditions, shall be considered applicable even if not set in writing.

3. Fees

3.1. All fees are subject to the legally applicable sales tax.

4. Disclosure obligation of the contracting entity

4.1. The contracting entity shall ensure that even without having to make a specific request RP is presented with all documents which are necessary to conduct and conclude the consulting assignment in a complete and timely fashion and that RP is informed of all processes and circumstances which are relevant for the completion of the assignment. This equally applies to all documents, processes and circumstances which only become known during RP's activity.

4.2. The mutual trust that exists between RP and the contracting entity requires that RP also be comprehensively informed about previously conducted and/or still ongoing consultations – including in other subject areas.

4.3. The contracting entity shall ensure that its employees and the legally required and if applicable established body for employee representation (works council) be informed about the consulting activity before it commences.

5. Guarantee of independence

5.1. The contracting parties are committed to mutual loyalty.

5.2. The contracting parties shall mutually commit to taking all measures in order to ensure the independence of contracted third parties and the employees of RP. This specifically applies to employment offers by the contracting entity and the takeover of assignments on its own account.

6. Data protection

6.1. The contracting entity shall commit to ensuring compliance with and respect for the provisions of the data protection legislation applicable in Austria when using RP products or parts thereof.

6.2. RP shall commit to professional secrecy concerning all information about the contracting entity that it receives while completing the assignment, unless the contracting entity releases RP from this obligation in writing. This confidentiality obligation also applies to all individuals necessary for the completion of the assignment.

6.3. RP obliges all of its employees to comply with the provisions under § 20 of the DSG (Austrian Data Protection Act).

7. Protection of intellectual property

7.1. The copy right of any works created by RP and its employees as well as contracted third parties remains the sole property of RP. During and upon completion of the contractual relationship, they may be used by the contracting party exclusively for those purposes covered by the contract.

7.2. All works which fall under the contractual relationship may solely be used within the contracting entity's own company, unless the work itself is intended for a different application.

7.3. Any resale or non-remunerated passing on to third parties is ruled out. Third parties are natural or legal persons which do not directly belong to the contracting entity's company. In no case shall RP be liable towards third parties – especially as far as the accuracy of the work is concerned – in cases of unauthorised replication or dissemination of a work.

7.4. Any violation of this provision by the contracting entity shall entitle RP to prematurely terminate the contractual relationship and to make any relevant legal claims, particularly to ensure injunction and/or compensation.

8. Rights and obligations of RP

8.1. Should employees be hired or contracts for work and services be concluded by RP within the framework of the assignment, RP shall act as employer with all accompanying rights and obligations.

8.2. Any delay in delivery caused by RP shall entitle the contracting entity to withdraw from the contract following a 6-week period of grace, provided that the contracting entity itself has fulfilled all of its contractual obligations.

8.3. RP has the right to carry out assignments in form of partial deliveries and partial dispatches. Following the contracting entity's request to remedy any deficiencies within a 6-week period upon receipt of the work, RP shall remedy all deficiencies free of charge. The right to request the remedy of deficiencies shall expire 6 months after RP's completion of the service in question.

9. Guarantees

9.1. RP is not liable for the accuracy and completeness of the services (products) but shall merely ensure that the services in question are carried out with due care and diligence.

9.2. Any inaccuracy or incompleteness of RP's service shall not entitle the contracting entity to a reduction in fees but rather to a revision carried out by RP free of charge.

9.3. RP carries out assignment-related analyses on the basis of information provided by the contracting entity and are based on information and sources which RP deems to be reliable but RP assumes no responsibility for them being accurate, up-to-date, complete or correct.

9.4. These analyses are established purely for information purposes. Therefore, the study is not suitable as the sole basis of an investment decision or other business decision. In particular, the study does not replace necessary business audits and does not absolve the contracting entity from verifying the facts and assessments contained therein through audits conducted by themselves. Therefore, no claims – regardless of their nature – can be founded on the provision of the studies should the information be incomplete or incorrect. The studies do not contain any assurances or guarantees which would lead to liability. The same holds true for any other information in relation to this study which may have been transmitted to the receiver orally or in writing.

10. Compensation for damages

10.1. Any claims for compensation brought by the contracting entity against RP or any of RP's auxiliary agents, particularly for damages due to deficiencies, lost profits, non-realised savings, loss of interests and damages resulting from third-party claims as well as the loss or damage of (recorded) data, other data material and the destruction of software are ruled out, provided that they are not the result of intent or gross negligence. The extent of all damages claimed by the contracting entity may in any case not exceed the actual value (excluding sales tax) of the damage-causing service object invoiced to the contracting entity. Should it not be possible to determine a value to assess the damages claimed, RP will be liable up to a maximum of € 15,000.00 per claim. RP does not bear the burden of proving that there is no grounds for liability due to gross negligence.

10.2. Any damage or recourse claims against RP shall be made before a court of law within 6 months or else they shall expire.

10.3. There is no basis for RP's liability towards third parties to whom professional statements or drafts were passed on by the contracting entity, even if this was done with the knowledge and consent of RP.

10.4. Third parties referring to professional statements or drafts by RP explicitly agree to these GTC and the limitations of RP's liability contained therein by accepting the professional statements or drafts in question.

10.5. Should the completion of the activity involve a third party, i.e. a data processing company or a trustee and the contracting entity is informed of this, then according to the law and the third-party conditions, any liability or damages claims that may arise against the third party are transferred to the contracting entity.

10.6. The maximum liability amount only applies once for all damaged parties, including the compensation claims of the contracting entity itself, even if several persons (the contracting entity and a third party or several third parties) suffered damages. Damaged parties will be compensated in the chronological order of arrival of their claims.

11. Fee structure/Payment conditions

11.1. All fees shall be based on the offer or in a subsidiary way on the respective usual calculation guidelines for management consultants.

11.2. RP's invoices shall be paid in the form of net cash without any deductions for expenses or discounts once the invoice has been received. Bank transfers are considered to have been made on the date on which the money reaches RP's account and will serve to settle any open amounts in chronological order, starting with expenses and other additional costs, followed by any interest due and finally the capital. Any payment commitments are void.

11.3. Any contradictory payment conditions are only valid in writing and apply exclusively to the assignment for which they were agreed.

11.4. In case of delayed payment, RP has the choice of charging default interest corresponding to its bank's lending rate or of 10% per year. The contracting entity shall commit to settling all operating costs with RP as well as postage charges and a sum of € 15.00 for each warning letter received, in addition to € 10.00 per semester for the continued upkeep of the obligations in the accounts receivable.

11.5. RP is also entitled to transfer its invoice to the contracting agent in electronic form. The contracting entity explicitly consents to receiving RP's invoices in electronic form.

12. Duration of the contract

12.1. This contract generally ends upon completion of the project.

12.2. Notwithstanding, the contract may be dissolved at any time due to significant reasons on either side without a notice period. In particular, a significant reason is constituted by either of the contracting parties acting in breach of essential contractual obligations.

13. Contract modifications

13.1. There shall exist no additional oral arrangements. Any modifications or additions to a consulting contract or the GTC must be made in writing – provided there do not exist more stringent formal requirements. The contracting parties rule out any deviation from this formal requirement through either oral or implied agreements.

13.2. Should individual provisions of a consulting contract be or become invalid, this shall not prejudice the validity of the remaining contract provisions. In such a case the contracting parties shall arrive at an alternative arrangement that corresponds to the desired economic intent.

13.3. Electronic exchanges are also included in the definition of written correspondence (exchanges by e-mail and telefax). Without exception, silence shall not be equated to consent. Any challenges or adaptations to the contract due to error or *laesio enormis* (of less than half the value) are ruled out.

14. Applicable law, place of performance, jurisdiction

14.1. The contract, its completion and any claims arising therefrom shall exclusively be subject to Austrian law, except for the UN Convention on Contracts for the International Sale of goods.

14.2. The place of performance is Vienna.

14.3. Any disputes arising from this contract or relating to its infringement, dissolution or nullity or in any other way related to the contract, shall be settled before the competent court in Vienna.