

General Terms and Conditions of Business
for CASHFINDER Consulting GmbH (hereinafter referred to as "CF")

Preamble: CF offers a wide range of services in the area of corporate consultation & training, which are commissioned by Clients.

§ 1 Scope of Application

- 1.1 Deviations from these General Terms and Conditions will only apply if they are agreed in writing. Any deviation from this clause must also be agreed in writing.
- 1.2 If CF remains silent about the General Business Terms and Conditions of the client, this will not represent agreement to adhere to these terms & conditions.

§ 2 Schedule and Deadlines

- 2.1 Agreed schedules and deadlines will only be adhered to by CF if the client fulfils all of its obligations for cooperation, if he has performed the preliminary work and has made the necessary documents fully available.
- 2.2 Delays that result from inaccurate or incomplete information, or information that has been subsequently altered are not the fault of CF and will not result in a delay caused by CF.

§ 3 Guarantee

- 3.1 Claims to guarantee on the part of the client will expire six months after the performance of the service.
- 3.2 CF must be given the opportunity for improvement within an appropriate period of time. Only when the improvement has failed will the client have the right to a reduction in price or conversion.

§ 4 Liability

- 4.1 CF will only be liable in case of malice or gross negligence. Liability for slight negligence is excluded. CF will not be liable any success.
- 4.2 Claims to compensation for damages on the part of the client will expire 6 months after the performance of the service.

§ 5 Fee, Payment Conditions

- 5.1 In principle, the rates for fees charged for services depend on the level of success. Fees that are charged on the basis of the time spent (for example, training sessions), are based on an eight-hour day and five working days per week. Travel time will count as working time. Invoicing will be performed each month for the preceding month.
- 5.2 In the case of flat-rate orders, CF is entitled to 50% of the agreed flat-rate fee when the order is issued.
- 5.3 The client will be responsible for all expenses (travel, room and board).
- 5.4 The fee is payable without deductions within 5 days of the invoice date.
- 5.5 In the case of delayed payment, the client must pay compensation for the dunning and collections costs.
- 5.6 The agreed fee is net, excluding legal value-added tax, which will be invoiced separately.

§ 6 Cancellation Conditions

- 6.1 The client has the right to cancel his order.
- 6.2 In the case of cancellation of an order, CF is entitled to a fee for the services that have already been performed.

§ 7 Protection of Intellectual Property

- 7.1 The client will be obliged to ensure that offers, reports, analyses, expert opinions, organisational plans, programs, service descriptions, drafts, calculations, diagrams, data storage media and similar items created during the consultancy order are only used for the purposes of the order. In particular, the paid and un-paid transmission of professional statements by CF for advertising purposes is not permitted. Any infringement of 7. will be penalised by means of a contractual penalty, which cannot be judicially mitigated, of 10% of the agreed fee, a minimum of EUR 5,000.00. CF reserves the right to assert a claim to additional damages.

- 7.2 The use of professional statements by CF for advertising purposes is not permitted.
- 7.3 Any breach of 7. is to be penalised by means of a contractual penalty that cannot be judicially mitigated of 10% of the agreed fee, but at least EUR 5,000.00. CF retains the right to asset a claim for damages in excess of this amount.
- §8 Confidentiality Clause**
- 8.1 CF will be obliged to keep confidential all issues of which it becomes aware in connection with its activity for the client. This obligation relates both to the client and to his business connections. CF will also impose this confidentiality obligation on its employees and other third parties who become active on behalf of CF as part of the order.
- 8.2 Only the client himself, and not its agents, may be released from this confidentiality obligation in writing.
- 8.3 The confidentiality obligation also applies to the time after the completion of the order. This excludes cases where there is a legal obligation to provide information.
- 8.4 CF is authorised to process or have processed by third parties the personal data with which it is entrusted within the scope of purpose of the consultation order. The stipulations of the data protection law will be adhered to.
- 8.5 The client will be obliged to store contractual documents provided to him, as well as documentation and if necessary source programs carefully in order to exclude the possibility of misuse.
- §9 Headhunting**
- 9.1 From within the period of the creation of an order until 12 months after the performance of the order, the client will not employ employees of CF or employ them in another form within its company or an associated company (holdings of up to 25%).
- 9.2 If the client breaches 9.1, a contractual penalty that cannot be judicially mitigated of one year of the employee's salary, however, at least EUR 50,000.00 is to be paid.
- §10 Concluding Stipulations**
- 10.1 The invalidity or ineffectiveness of individual stipulations of these general terms and conditions of business will not affect the validity of the others. Each ineffective stipulation will be replaced by a regulation that comes as close as possible to the ineffective stipulation in an economic sense.
- 10.2 The offsetting or assertion of rights to withholding on the part of the client is not permitted.
- 10.3 The place of performance is the registered headquarters of CF.
- 10.4 The agreement is subject to Austrian law. The exclusive place of jurisdiction is Vienna.

Legal notice:

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Trade: corporate consultancy including corporate organisation (in accordance with § 124 lit 22 *Gewerbeordnung* (GewO - Trade, Commerce and Industry Regulation Act))

Trade licence no.: 100184R22

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