

General Terms and Conditions of Contract for FIS Group companies

I. Scope of application

1. The Terms and Conditions of Contract shall apply to all activities, representation and consultancy, which are undertaken in the course of a contractual relationship between the FIS Group company and the client. Any conflicting terms and conditions of the client shall not be accepted.

The FIS Group companies (hereinafter "FIS") include:

- a) FIS Finance & Investment Services GesmbH, Reichsratsstraße 11/3a, 1010 Vienna,
- b) PRI Private Insurance GmbH, Reichsratsstraße 11/3A, 1010 Vienna,
- c) FIS Accounting Services GmbH, Mariahilfer Straße 103/2/45b, 1060 Vienna,
- d) FIS Funds Management GmbH, Reichsratsstraße 11/3a, 1010 Vienna
- e) Fibre Alliance Vienna GmbH, Reichsratsstraße 11/3A, 1010 Vienna,
- f) Trade Services Handels GmbH, Reichsratsstrasse 11/3, 1010 Vienna
- g) FIS Trade Solutions GmbH, Reichsratsstrasse 11/3, 1010 Vienna
- h) Dr. Bernhard Huber Rechtsanwalt, Schillergasse 12, 4020 Linz

2. The Terms and Conditions of Contract shall also apply to new contractual relationships, unless agreed otherwise in writing.

3. The client acknowledges that some particular terms and conditions exist for the individual areas of activity of FIS. If these have been agreed, the General Terms and Conditions of Contract and the terms and conditions for the area of activity shall both form part of the contract. Should these contradict each other, the provisions of the terms and conditions for the special area of activity shall have priority.

II. Mandate and power of attorney

1. FIS Group companies shall be represented by their appointed Managing Directors. They shall be entitled to delegate the mandate or individual subactivities to their employees, without these employees entering a contractual relationship with the client; this is simply subdelegation.

Within the terms of applicable laws and guidelines, FIS shall have the right to assign to all staff members the processing of matters.

2. Furthermore, in case of being prevented, FIS may pass the mandate or individual subactivities to other companies.

3. The commissioning of third-party domestic or foreign entrepreneurs by FIS shall be exclusively on behalf of, at the expense of and in coordination with the client.

III. Representation

1. In the event of imminent danger, FIS shall have the right to take or to refrain from an act, although this may not expressly be covered by the mandate, if this appears to be urgently required in the interest of the client.

2. FIS is bound by a duty of confidentiality. FIS shall be released from the obligation of confidentiality to the extent that is necessary in order to prosecute FIS's claims (especially claims for FIS's fee) or to defend claims against FIS (especially claims for damages by the client or third parties against FIS).

3. FIS shall be entitled to assume the accuracy of the information, facts, documents and papers provided by the client, unless their incorrectness is obvious.

IV. Fees

1. The client takes note of the fact that estimates, made by FIS and not expressly referred to as binding, regarding the anticipated amount of the fee are without engagement and cannot be regarded as a binding cost estimate (as defined by § 5 (2) of the Austrian Consumer Protection Act), since it is in the nature of FIS's performance that its scope cannot be reliably assessed in advance.

2. FIS shall have the right to send invoices at any random point in time, as well as to ask for advances on the fee. All costs and expenses may be sent to the client, at the discretion of FIS, for direct payment.

3. In the event that the client is an entrepreneur, an invoice forwarded to client and properly broken down into its various items shall be deemed to have been approved, if and to the extent that the client does not expressly oppose it in writing within one month of its receipt (receipt by FIS shall be the decisive date).

4. In the event that several clients enter into a mandate with FIS regarding a legal matter, all clients are collectively liable for any claims arising to FIS in this connection.

V. Liability of the FIS Group company

1. In any case, the liability of the FIS Group company is limited. If the specific claim is not covered by the concluded liability insurance for whatever reasons, FIS's liability shall be limited to a maximum of € 100.000. Compensation for further damages is excluded.

The aforementioned maximum amounts refer to one liability case. In the presence of two or several competing damaged parties (clients), the maximum amount of each damaged party shall be reduced in proportion to the amounts claimed.

2. The liability of FIS shall be excluded in cases where the damage is due to minor negligence.

3. FIS shall be liable for individual sub-contracted services, provided by third parties with the consent of the client in the framework of FIS's performance in case of fault in selecting the third party. These third parties are not vicarious agents of FIS.

4. FIS shall only be liable to the client but not to third parties. The client shall be obliged to expressly bring this circumstance to the attention of third parties who come into contact with FIS's performance on account of the client's efforts.

VI. Lapse

Unless the law stipulates a shorter term of lapse or preclusion, all claims for damages against FIS shall lapse, unless the client has claimed them in court within six months (in the event that the client is an entrepreneur) or within one year (in the event that the client is not an entrepreneur) as of the date at which the client becomes aware of the damage and the damaging party, or of the incident that otherwise gives rise to a claim.

VII. Choice of law and jurisdiction

1. The present Terms and Conditions of Contract and the contractual relationships governed by them shall be subject to Austrian substantive law.

2. The parties shall agree on the competency of the court with jurisdiction over the subject matter in Vienna for any and all legal disputes arising from, or in connection with the contractual relationship, governed by the present Terms and Conditions of Contract, which shall also include disputes regarding its validity.

VIII. Final provisions

1. Changes or amendments of the present Terms and Conditions of Contract shall be made in writing in order to be valid, whenever the client is not a consumer as defined by the Austrian Consumer Protection Act.

2. The client shall agree to the destruction of the files (also of original documents) after the expiry of the storage period.

3. Communications by FIS to the client shall, in any event, be deemed to have been received if they are sent to the address communicated by the client upon conclusion of the contract, or to another address communicated subsequently in writing. However, FIS may correspond with the client in any other form that is deemed to be appropriate, unless provided otherwise. Unless the client issues another written instruction, FIS shall have the right to engage in e-mail communication with the client in unencoded form. The client shall state that he/she is aware of the attaching risks (especially access, confidentiality, alterations in communications in the course of forwarding) and accepts – in full awareness of these risks – that e-mail communication is conducted in unencoded form.

4. The client agrees that their personal data and all documents and information provided by him/her shall be automatically stored, processed and used by FIS. The data shall not be forwarded to third parties (unless the mandate or individual subactivities are passed on to third parties).

5. Whenever one or several conditions of the present Terms and Conditions of Contract or of the contractual relationship governed by the present Terms and Conditions of Contract becomes invalid, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the ineffective provision(s) by another provision that comes closest to the intended economic result