

## I. General:

Underlying Terms of Business become part of any mandate or cooperation, as long as there has not been a more diversified and expressed alteration thereupon reached in writing. Definitions and meanings thereof shall survive any such alteration. Employer is aware of the Business Terms as his attention was drawn thereupon by first correspondence and is in agreement of, if no reservations made. Employer has been thoroughly informed by and regarding the Financial Advisors' rights and duties deriving from the latter's status of licenses and permissions under applicable laws and regulations, moreover Employer has conducted its own external research and investigations to which extent the given status is sufficiently granted to carry out the Services contracted herewith.

## I. Remuneration:

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|---|------------|
| 1. Single Hour:   | € 220,-    |
| 2. Single Day:  | € 1.000,-  |
| 3. Full Week (6 days at once)   | € 4.000,-  |
| 4. Mandates beyond 50 days/a year/per single day                                  | € 500,-    |
| 5. Financial Structure & data processed Analysis (excluding prior fact finding)   | € 35.000,- |
| 6. Hourly surcharge for negotiations with third parties                           | € 100,-    |
| 7. Success Component: 3% of Investment Volume or Project Value, whichever higher. |            |
| 8. € 500,- charge per day abroad of Vienna („Off Vienna Fee“).                    |            |

All dues are applied to the involvement of one Managing Director and (with exception of item 5., 7., and 8.) at 50% thereof to any employee or associate assigned. Upon start of cooperation, B.R.A.I.N.S may charge a deposit up to € 7.000,- against which current remuneration shall be set off upon termination.

## III. Out of Pocket Expenses:

The Employer will reimburse B.R.A.I.N.S for all reasonable out of pocket expenses. Such expenses are payable within 15 business days upon invoicing. Out of pocket expenses include, inter alia, travel expenses (business class for air travel, km-charge for car travel, at least 4-star hotel accommodation, f&b, transfers etc.). Ordinary printing costs and fax/telephone costs incurred while working on a Project are proactively charged with 5% of Remuneration due, all, unless already carried by Employer directly or as per Clause IV.

## IV. Ressource Allocation:

In order to perform its services in an effective and timely manner, B.R.A.I.N.S will, if applicable, assign a core team of experienced staff consisting of professionals of its global network. While carrying out its services, B.R.A.I.N.S is entitled to use Employer's facilities, such as premises and car park, communication infrastructure, secretary services etc.

## V. Information and Confidentiality:

The Employer will provide B.R.A.I.N.S with all relevant information required in relation to the Project and shall at no time exclude B.R.A.I.N.S from information, facts, preparations, negotiations and circumstances relevant to a Mandate. Employer explicitly agrees to cooperate while elaborating and compiling respective documents relevant to execute a Mandate and procure own support as well. B.R.A.I.N.S and the Employer will treat this information as confidential except where this conflicts with any statutory or other regulation or where the information is already available in the public domain or 36 month after closing under a Project respectively. Furthermore, B.R.A.I.N.S will obtain a confidentiality undertaking from each Expert involved in a Project.

B.R.A.I.N.S is – upon execution of a Mandate and during public announcements thereunder - entitled to launch information regarding its involvement in such Project.

## VI. Payment Procedure:

All payments due under Clause II. and III. are payable when due against an invoice issued by B.R.A.I.N.S or any assignee. All sums properly due by the Employer or its shareholders or by any of their members, associates, subsidiaries or economically connected entities acting on behalf or in cooperation with the Employer, as the case may be, under a Mandate will be invoiced by B.R.A.I.N.S to the Employer and any such payment shall be received by B.R.A.I.N.S net of all (withholding) taxes, levies, VAT or similar deductions. Interim invoices may be presented on a monthly basis. Overdue interest shall be calculated at 10% p.a. broken down to the amount of days such overdue lasts.

Success Components to be due 25% upon a banks/investors decision, 30% upon signing, 45% upon coming into force of respective documentation.

## VII. Experts:

Should B.R.A.I.N.S deem appropriate to engage any third party as an Expert, B.R.A.I.N.S will be reimbursed by the Employer for any cost incurred including but not limited to fees, out of pocket expenses, VAT, etc..

The identity, scope of services and remuneration of such Expert is subject to the prior approval of the Employer.

## VIII. Subdivision:

Irrespective the original Mandate being pursued and/or executed in whole or in part with regard to any sectioning deemed necessary to accomplish the Project, underlying terms then are to be treated for each section likewise and not cumulative only.

## IX. Termination:

This Mandate will terminate upon receipt of the Success Component by B.R.A.I.N.S or if the Project is abandoned. In case of substantial delays, the Mandate will be subject to review 12 months after signing. The Employer may terminate it as per 30.6. or 31.12 of any year by giving 180 days prior written notice without any expressed reason and both parties may terminate it at any time by giving 90 days prior written notice (“Early Termination Date”) in case of non-performance by the other party of its obligations under the Mandate. Notwithstanding a termination of the Mandate, the Employer remains liable for payment of the Remuneration, Out-of-Pocket Expenses and Expert costs & fees as outlined in this Mandate for any services rendered up to the Early Termination Date, outstanding and remaining to be paid at the Early Termination Date. Such payment, which is a condition precedent to a valid Early Termination, is to be effected on the Early Termination Date or, as the case may be, 15 business days immediately upon the written

request of B.R.A.I.N.S. It is agreed that, in case of termination, the Success Fee will be due and payable only if the following conditions are all fulfilled:

- the Early Termination Date occurs after the submission of an elaborated structure for the envisaged Investment/Project by B.R.A.I.N.S;
- within 24 months following the Early Termination Date, the Employer organises the (signature of the final documentation) of the Project in whole or in part, using the commitments, inputs and data obtained by B.R.A.I.N.S Services;
- the termination of the Mandate is not due to a non-performance by B.R.A.I.N.S of its obligations under the Mandate and/or due to a termination by B.R.A.I.N.S because of other reasons than described above.

The Employer waives any rights of compensation and/or counterclaim with regard to Services not called in by the Employer during course and/or remaining term of the Mandate up to Termination Date, if Financial Advisor deems advisable to contract such free-time with third parties.

## X. Exclusivity:

During the term of a Mandate the Employer warrants that B.R.A.I.N.S is exclusively mandated in compliance with the terms of such Mandate and that such Mandate will continue even if other companies join the Employer.

## XI. Liability:

The liability of B.R.A.I.N.S is limited to wilful misconduct and gross negligence in relation to its obligation under any such Mandate.

## XII. No Third Party Reliance:

The agreement of B.R.A.I.N.S under a Mandate is made solely for the benefit of the Employer and may not be relied upon or enforced by any other person and the Employer shall be responsible for any obligation incurred hereunder nor is the Employer entitled to make use of anything elaborated by B.R.A.I.N.S towards third parties, without B.R.A.I.N.S's agreement in writing. Any assignment under a Mandate is subject to prior written agreement by any party to such Mandate.

## XIII. Validity:

Underlying Business Terms shall come into force immediately upon first business contact and might be reconfirmed and altered only if a more detailed mandate is executed in writing.

## XIV. No Commitment:

The Employer hereby acknowledges that no statement in such Mandate shall be construed as implying, and such statements and role do not imply, any form of commitment by B.R.A.I.N.S or any of their affiliates to participate in or provide or guarantee or underwrite any financing on behalf of the Employer, or any assurance that any efforts to find underwriters, lenders or to reach the Project goals, etc. will be successful.

## XV. Indemnity:

Whether or not the Employer places its Request and/or Offer successfully or reaches its Project goals, the Employer agrees to indemnify B.R.A.I.N.S fully, on an after tax basis, from and against all actions, claims, demands, proceedings, investigations, liabilities or judgements (collectively “claims”) and any and all losses, damages, costs, charges and expenses (collectively “losses”) and including all costs, expenses and fees connected with investigating, preparing or defending any such claims of whatever nature and in whatever jurisdiction, and which refer or relate to or arise from, directly or indirectly, B.R.A.I.N.S acting in connection with this Mandate other than claims resulting solely and directly from B.R.A.I.N.S's wilful misconduct or gross negligence. In this paragraph, reference to B.R.A.I.N.S includes any of its officers, directors, employees, agents and advisors and this indemnity is given to B.R.A.I.N.S for its own account and as trustee for the benefit of its related persons. This indemnity shall survive the termination of this mandate.

## XVI. Governing Law:

This mandate is governed by and shall be construed in accordance with Austrian law and, for the benefit of B.R.A.I.N.S, the Employer agrees that any dispute arising with regard to the terms of this Mandate shall be determined by the Courts of Austria, Vienna 1st district and the Employer irrevocably submits to the exclusive jurisdiction of the Courts of Austria.

If any legal action needs to be brought before court or any agency of competent jurisdiction against the Employer by B.R.A.I.N.S, legal costs, costs of determined experts etc. shall – irrespective the current law of proceedings and final ruling of who shall prevail - , shall be borne and/or advanced by the Employer and shall be charged by B.R.A.I.N.S in addition to any Remuneration i.a. due to B.R.A.I.N.S.

## XVII. Severability:

If any court or agency of competent jurisdiction determines that one or more portions of this Business Terms is illegal or unenforceable, such portions will be considered severed from the Business Terms and all remaining portions shall be enforced.