GENERAL TERMS AND CONDITIONS OF BUSINESS
for the supply of goods and services
of the SPAR Group

1. These General Terms and Conditions of Business for the supply of goods and services (hereinafter referred to as "GTCs") shall apply to all transactions, goods supplied and services rendered between all undertakings of the SPAR Group (hereinafter referred to as "the Principal") and its contractual partners (hereinafter referred to as "Contractual Partner(s)").

   The following GTCs shall also apply with regard to future transactions of the Contractual Partner with the Principal in Europe.

   The contractual foundations of the contract between the Contractual Partner and the Principal shall have the following sequence, respectively on a subsidiary basis:
   - The terms of the order letter including performance specification
   - The present GTCs for the supply of goods and services
   - The sector-specific technical standards, as well as the laws, regulations and directives applying in Austria
   - The statutory provisions of the Austrian Commercial Code ("*Unternehmensgesetzbuch, UGB*") and
   - On a subsidiary basis – the Austrian Civil Code ("*Allgemeines Bürgerliches Gesetzbuch, ABGB"*), in particular relating to the service contract.

   Any terms and conditions of business of Contractual Partners contradicting these GTCs shall be deemed precluded unless the Principal has issued a written acknowledgement of the validity thereof. This shall also be the case if the Principal – despite knowledge of differing GTCs – accepts the services or goods of the Contractual Partner unconditionally.

   Any amendments to these GTCs, subsidiary agreements and other agreements shall only be valid when in writing, and likewise any derogation from the written-form requirement must be stated in writing; in both instances, the signature of an authorized executive officer of the Principal shall also be required. All correspondence from the Contractual Partner shall only be valid when conducted in German.

2. The validity of contracts and the obligation of the Contractual Partner to effect deliveries, services and payments shall not be affected by events of loss within the domain of the Contractual Partner. The same shall apply with regard to any payment delay on the part of the Principal, which shall specifically not entitle the Contractual Partner to refuse performance.

   The Principal shall be liable with regard to losses in relation to the Contractual Partner only in the case of intentional or grossly-negligent conduct on the part of its executive bodies/officers or employees. The Principal shall not be liable for loss of profits or for consequential losses of the Contractual Partner or third parties. The burden of proof as regards any fault on the part of the Principal shall be incumbent upon the Contractual Partner.

   The Contractual Partner shall be under a duty to notify the Principal immediately of any risks to the equipment and facilities or the ownership right of the Principal as well as any identifiable default in respect of its own services/goods, notwithstanding any other liability claims. The said duty of notification shall also apply with regard to any endangerment from third parties, including any official decrees. All resulting costs, losses, additional expenses, etc. shall be indemnified by the Contractual Partner to the Principal.

3. The acceptance of offers from the Contractual Partner shall require exclusively written order confirmation from the Principal; any tacit or implied acceptance of contract is expressly excluded.

   The Contractual Partner shall be liable on an unrestricted basis irrespective of fault for all direct or indirect losses of the Principal attributable to the Contractual Partner. It shall be responsible for the conduct of all persons whose services it shall use in fulfilment of contractual duties.

4. The Contractual Partner guarantees that it holds all official permits required for the purpose of rendering of performance, complies with all administrative and fiscal rules, the requisite qualification certificates have been issued, and all social-insurance, tax and labour-law rules, in particular those relating to the engagement of foreign workers, are observed. Requisite work permits must be presented within one week of order placement and guaranteed for the entire contractual term. Non-fulfilment shall entitle the Principal to withdraw from the contract. In particular, the Contractual Partner shall be under a duty to comply precisely with the statutory rules of the Austrian Act on the Employment of Foreign Workers (*Ausländerbeschäftigungsgesetz*) and to indemnify the Principal and hold the Principal harmless in the event of breaches.

   In the event that the Principal, its executive bodies/officers or employees of third parties should have claims made against them on the basis of any breaches as aforementioned on the part of the Contractual Partner/its vicarious agents, the Contractual partner undertakes to indemnify the Principal and hold the Principal harmless.

   The Contractual Partner undertakes, upon

request from the Principal, to present the requisite qualification certificates, official permits, social insurance documents, etc. required for the supply of the goods or services.

5. In so far as, in an individual instance, no differing agreement has been made in writing, the prices agreed between the Contractual Partner and the Principal shall apply for an indefinite period, but at least for a period of 12 months; in any event, any price change shall be excluded, even if such shall be proposed by the respective federal trade guild. All ancillary costs, such as travel costs, freight costs, transportation costs and insurance costs, etc. shall be included in prices and any retrospective claim shall in any event be excluded.

   The agreed price shall be deemed a fixed lump-sum price which shall not be subject to any amendment. Any amendment shall also be excluded if rendering of performance is impeded as a result of unforeseeable events.

   Force-account work shall be additional work not covered by the fixed price. Force-account work shall exclusively be remunerated if it has been commissioned in writing by the Principal. The Contractual Partner must record the force-account hours worked. Only such hours confirmed in writing by the Principal shall be remunerated.

6. Unless a separate written agreement is made in differing terms, for payment of the Principal, payment terms of 30 days with effect from receipt of invoice with 3% discount shall apply; after 60 days, payment shall be net. Payment shall be deemed to have been made on time when the transfer instruction is issued within the relevant period. This shall not affect any statutory rights of retention held by the Principal. Payments by the Principal shall not be deemed acknowledgement of due and proper supply of goods or services by the Contractual Partner and all claims, e.g. on the basis of guarantees or damages, shall be retained.

   In the event of default in respect of supply of goods or services, even if not on a culpable basis, the Principal shall be entitled to terminate the contract, setting an extension of time of 14 days; there shall be no requirement to adhere to notice periods and dates. In the event of repeated default, the Principal shall be entitled to effect immediate termination. The Contractual Partner shall be liable in relation to the Principal for all losses and prejudice suffered as a result of breach of contract.

   If the Contractual Partner is under a duty in relation to the Principal to render recurring services, notwithstanding any time limitation, the Principal shall be entitled to terminate the contract without giving any indication of reasons, observing a notice period of 14 days, with respective effect from the last day of a month. In the case of open-ended contracts, the Contractual Partner shall be entitled, observing a three-month notice period, to terminate the contract with effect from the end of a calendar quarter.

7. The Principal shall be entitled to terminate the contract for good cause without observing notice periods and dates, in particular if:

   - An application is made relating to the assets of the Contractual Partner for insolvency or composition proceedings or the same are instituted or rejected due to lack of assets, or reorganisation is undertaken in accordance with the Austrian Corporate Reorganisation Act (*Unternehmensreorganisationsgesetz)* or rules taking the place of the latter.

   - The Contractual Partner breaches one of the key contractual terms, in particular Section 10, Section 12 (1), Section 13 (1) and (3), and the rules of Corporate Compliance, in particular Section 19 – 22.
   - An operating unit, part of an operating unit or a branch establishment of the Principal is decommissioned or sold.

8. In the event of closure/decommissioning of an operating unit, a division thereof or a location of the Principal, the Contractual Partner shall not be entitled to assert claims of any type whatsoever against the Principal.

   In such event, the Principal shall be entitled to reduce the payment of the Contractual Partner for goods or other services rendered at several operating units, divisions thereof or branches, on a pro-rata basis or in accordance with the circumstances.

9. The Contractual Partner is permitted to assign claims against the Principal if it gives written notice of the intended assignment of claims at least 12 weeks in advance and this is approved in writing by the Principal. Notice must be sent by way of recorded-delivery letter to the management at the company's headquarters. The timeliness of such notice shall be evidenced by way of the date of receipt by post. Notices issued in any other manner, such as invoice endorsements, oral notification and similar shall be disregarded. Any implied consent by the Principal shall be precluded. In the event of due and proper assignment, the Principal shall be entitled to charge the Contractual Partner a processing fee for the increased administrative expenses in the sum of 1% of the claim assigned plus VAT, but at least a sum totalling EUR 200.00 plus VAT. This may be offset against any claim of the Contractual Partner with effect from receipt of notification. Notwithstanding the above provisions, and in addition thereto, the Contractual Partner expressly acknowledges that, as a result of claim assignments within the meaning as aforesaid, there may be a burden on the credit exposure of the Principal/the

companies of the SPAR Group. In the event of claim assignment, the Contractual Partner shall therefore bear all and any prejudice suffered in this context by the Principal and also other companies of the SPAR Group, whereby by way of documentary evidence of such prejudice, respectively a corresponding written confirmation from the participating banking institution is expressly agreed as sufficient. The burden of proof as to non-existence of a loss shall be borne by the Contractual Partner.

10. The Contractual Partner must generally supply its goods or services itself. For the purpose of assigning to third parties the obligations assumed under the present contract, written notification to the Principal shall be required, which must include precise identification, address, and the content of performance to be rendered by the intended third company. Placing of instructions with third parties may only take place following express written consent from the Principal. Transfer of contractual obligations to third parties shall not establish any contractual relationship between the Principal and the third company. The Contractual Partner shall continue to be responsible in relation to the Principal on an unlimited basis for all contractual breaches of prejudice suffered as a result of rendering of services.

11. The Contractual Partner shall be subject to a prohibition on offsetting and retention.

    The Principal and the companies associated with the Principal, as well as the companies of the SPAR Group, shall be entitled to retain on an interest-free basis receivables and claims due to the Contractual Partner or companies associated with the Contractual Partner from the Principal or the companies associated with the Principal until the Contractual Partner/the company associated with the Contractual Partner shall have fulfilled such receivables and claims (and also obligations in kind or guarantee claims, if the guarantee period has expired, but the guarantee claims were however asserted by way of complaint within the guarantee period). The Contractual Partner guarantees that the companies associated with the Contractual Partner shall acknowledge the said right of retention on the part of the Principal and the company associated with the Principal. In the event that the companies associated with the Contractual Partner should not recognize the said right of retention, the Contractual Partner undertakes to indemnify the Principal/the company associated with the Principal and hold the same harmless; this means in particular that the Contractual Partner must, in the context of defeat in litigation, indemnify the Principal/the company associated with the Principal in respect of all costs and prejudice incurred by the Principal/the company associated with the Principal on the basis that the company associated with the Contractual Partner fails to acknowledge the entitlement on the part of the Principal to withhold receivables. The Contractual Partner further declares that it shall enter into all liabilities as a co-debtor on a joint and several basis, which liabilities shall exist on the part of the companies associated with the Contractual Partner in relation to the Principal. (An associated company of the Contractual Partner or the Principal shall be a company which, at the time of order placement or accrual of a receivable, is associated by way of a direct or indirect investment.)

12. The Contractual Partner, as well as all third parties engaged by the Contractual Partner for the purpose of contractual fulfilment, shall be under a duty to maintain absolute confidentiality in respect of the operational information and events of which it shall have become aware in connection with its work. The Contractual Partner must monitor compliance with this provision. In the event of a breach of this duty of confidentiality, the Contractual Partner shall bear unlimited liability. Any communication of data to third parties in respect of which the Contractual Partner has gained knowledge shall be exclusively permitted with the written consent of the Principal. Publications of all types, in particular advertising communications, which refer to the present contractual relationship in any form whatsoever, shall require the written consent of the Principal.

    In the event that the Contractual Partner has received from the Principal keys or other data media for the access systems (hereinafter also referred to as "Keys"), it shall be liable for all prejudice arising as a result of loss or passing on of the same. In such event, the Principal shall be entitled, where necessary, to entirely replace the locking system, and the Contractual Partner shall bear all costs in this regard. The Keys provided may exclusively be used for the purpose of rendering contractual performances. The Contractual Partner shall be liable for any improper use of the Keys, in particular also for granting access to external persons.

13. The Contractual Partner shall be responsible for the deployment of qualified personnel, subject to as few as possible changes in personnel deployment. Personnel changes, in particular those with regard to the direct designated contact of the Principal, must be notified immediately in writing. The personnel deployed must have a command of the German language and have a friendly attitude and good manners. The Contractual Partner undertakes exclusively to engage workers of good standing (documentary evidence by means of character reference prior to commencement of work). The personnel deployed must be documented and named upon request from the Principal.

    In addition, the Contractual Partner undertakes in accordance with the Special Agreements to provide the Principal with a corresponding record of achievement.

The Contractual Partner guarantees the Principal that it shall comply with the House Rules, directions and official instructions of the market and centre management and the security rules (instruction, training) of the appointed personnel.

In the event of action constituting operative facts which may be prosecuted under criminal law (in particular misappropriation, theft, damage to property – or any attempt to commit such acts) by an employee of the Contractual Partner, the Contractual Partner undertakes to pay to the Principal a contractual penalty totalling EUR 700.00 plus VAT, as well as three times the amount of the sale value of the stolen, misappropriated or damaged asset. In addition, the person in question may no longer be deployed at any property under the instruction of the Principal.

Lost property must be collected by the deployed personnel, held temporarily in safekeeping and immediately handed to the Principal.

14. In the event that a claim is made against the Principal by a third party in respect of breach of a traffic-safety obligation or other conduct constituting liability without fault on the part of the Contractual Partner, the Contractual Partner undertakes to indemnify the Principal in full and hold the Principal fully harmless. The Contractual Partner shall also be under a duty to take out corresponding liability insurance as is usual in the market and sector with a sufficient amount of cover, the validity of which must be evidenced at any time to the Principal in response to a specific request. In the event of commissioning of clearance work, the obligations stated in Section 93 of the Austrian Road Traffic Code ("*Strassenverkehrsordnung, StVO*") shall hereby be assigned to the Contractual Partner within the meaning of Section 93 (5) of the said Code.

15. In the event that a system cannot be used in the required manner or use is not possible on a timely basis and the Contractual Partner does not remedy such situation immediately, the Principal shall be entitled to instruct a third company or a qualified employee to remedy the defects; the costs in this regard shall be borne by the Contractual Partner.

16. The machines, work equipment and vehicles used by the Contractual Partner in fulfilling the agreed performance must be in accordance with the state of the art and be maintained at the intervals as required by the manufacturer.

17. In the event of labour leasing or agency arrangement, the Contractual Partner shall ensure that the workers in question are suitable. The Principal shall be entitled to notify the Contractual Partner as to non-suitability of workers and to request replacement thereof by suitable workers. The Contractual Partner declares that it has in the past paid in full all claims to remuneration by its employees within the meaning of Section 9 of the Austrian Act to Combat Wage and Social Dumping and that it will also in future pay the same in full, so that any liability on the part of the Principal is excluded. The Contractual Partner guarantees that corresponding claims on the part of its employees have to date not yet been taken to BUAK (*insurance office responsible for the holiday and severance payment issues of construction workers*). However, if claims are brought against the Principal within the meaning of Section 9 of the Austrian Act to Combat Wage and Social Dumping, the Principal shall be entitled, notwithstanding other instructions on the part of the Contractual Partner, to fully cover such claims without scrutiny and to collect the same from the Contractual Partner, even if, subsequently, such claims should prove to be false. The Principal is in any event not under a duty to have justification of such claims scrutinised by the courts.

18. The Contractual Partner shall be liable for all defects in the systems, machines, etc. which it shall provide, and must remedy any defects immediately, and at the latest within 24 hours or any individual contractually-agreed other response time, at its own expense, or replace the system. In the event that the defect is not remedied within the stated period, it shall be responsible for all resulting prejudice; in the case of gross culpability (*grobes Verschulden*), it shall also be liable for loss of profits.

    If the Contractual Partner breaches any of the contractual agreements, these GTCs, in particular Section 10, Section 12 (1), Section 13 (1) and (3), or other integral parts of the contract, it shall be under a duty to pay to the Principal a penalty in the sum of 20% of the total contract amount, but at least EUR 5,000.00; the Principal shall further be entitled to claim all expenses exceeding the said sum.

    With regard to all contracts, Austrian law is deemed agreed, to the exclusion of the conflict-of-law rules contained in the Austrian Act on Private International Law ("*IPRG*"). Exclusive place of jurisdiction with regard to all and any disputes is agreed, at the choice of the Principal, as either the court of the city of Salzburg having subject-matter competence, or the court having subject-matter competence and territorial jurisdiction in the relevant location in which performances are rendered. The application of UN law on the international sale of goods is expressly precluded.

19. The Contractual Partner undertakes to take all requisite and reasonable measures in order to avoid corruption and bribery. The Contractual Partner may hence not offer, promise or guarantee through its employees or through the management or through third parties any money or benefits in money's worth (expensive gifts, invitations etc.) to the Principal's employees or its management or to the Principal's related parties

(relatives, etc.) ("anti-corruption principle"). In the event of any violation of the anti-corruption principle, the Principal may terminate, further to prior written warning, all existing contracts with immediate effect and without notice. No prior warning is necessary in case of a serious violation.

20. The Contractual Partner undertakes to take all requisite and reasonable measures in order to avoid conduct in breach of anti-trust legislation on the part of its employees and agents or third parties which it shall have instructed, as well as to comply with European and national anti-trust provisions. The Contractual Partner moreover undertakes, upon request from the Principal, to provide documentary evidence to the effect that it has not conducted itself in the manner as aforesaid. In the event of a violation being committed in the context of supplying goods and services, the Contractual Partner undertakes to pay a contractual penalty totalling 10% of the offer amount, which shall not be subject to any judicial reduction. Any damages claims on the part of the Principal shall not be limited on the basis of the contractual penalty.

21. The Contractual Partner declares by signing the contract that the offer is based solely on its own price determination and the prices offered were not agreed with competitors, that it has not made with other undertakings any disadvantageous arrangements or arrangements breaching the principles of free competition, and that it has not made with other undertakings either agreements or arrangements, and that neither has it agreed with other undertakings to conduct itself such that thereby operative circumstances prohibited under anti-trust law or the Austrian Criminal Code are realised.

    Moreover, the Contractual Partner declares that it has not in any manner participated in transmission of tender documents to its competitors or in the exertion of influence for the purpose of submission/non-submission of an offer.

22. In so far as the goods supplied by the Contractual Partner are resold, the Contractual Partner accepts in particular that the Principal shall set its own selling prices independently.

23. The Contractual Partner undertakes to treat as confidential personal data and other information to which it shall have access in connection with contractual fulfilment or of which it becomes aware, and to place its employees under a duty to observe confidentiality, provided said employees are not already subject to a reasonable statutory duty of confidentiality. The said obligation shall continue to exist following the end of the contract.

    The Contractual Partner further warrants that it shall process personal data only in compliance with the EU General Data Protection Regulation and shall protect the rights of the persons in question. In so far as the Contractual Partner processes personal data as processor on behalf of the Principal, the following shall apply:

    The Contractual Partner undertakes to process personal data only within the framework of the Principal's instructions. If the Contractual Partner is of the opinion that an instruction breaches the General Data Protection Regulation or other legal rules, the Contractual Partner shall immediately inform the Principal. Following completion of processing, the Contractual Partner shall delete all data. Prior thereto, it shall make an offer to the Principal to return the data in a format which is legible for the Principal.

    The Contractual Partner shall take all requisite data protection measures.

    Notwithstanding any differing agreements, the Contractual Partner shall engage additional processors only with the prior consent of the Principal. The Contractual Partner shall inform the Principal in any event as regards the additional processors which it shall have engaged. The Contractual Partner shall place any additional processor under a contractual duty to observe all data-protection duties which it shall have assumed in relation to the Principal.

    The Contractual Partner shall support the Principal with suitable technical and organisational measures in complying with its data-protection obligations. This shall include in particular the duty to respond to requests for protection of the rights of affected persons and compliance with the duties stated in Articles 32 – 36 of the General Data Protection Regulation in relation to the security of personal data.

    The Contractual Partner shall provide the Principal with all requisite information for the purpose of documenting observance of the above duties.

    In so far as the parties have concluded a processor agreement within the meaning of Article 28 of the General Data Protection Regulation, this shall not be affected by the provisions contained herein.

24. The General Terms and Conditions of Business are worded in German. Unless otherwise agreed, for the purpose of interpretation, the General Terms and Conditions of Business in the German language shall apply. Any attached versions in other languages shall merely serve information purposes.

25. In the event that any term of the General Terms and Conditions of Business should be or become invalid or inoperative, then any invalid provision shall be replaced by a legally-valid term which shall come as close as possible in economic effect to the term which it replaces. The invalidity or inoperativeness of a term shall not affect the

validity of the remaining terms hereof. No subsidiary oral agreements have been made.

_____, dated _____

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The Contractual Partner