

GENERAL TERMS AND CONDITIONS OF DOROTHEUM GMBH & CO KG FOR CONTRACTS
FOR SERVICES AND MASTER AGREEMENTS, SIDE LETTER TO AGREEMENT

In addition to these General Terms and Conditions, the Order and Purchase Conditions of Dorotheum GmbH & Co KG apply unless otherwise stated in this Side Letter. Other terms and conditions of the Supplier are explicitly deemed inapplicable.

Alternative (according to the party placing orders):

- The legal relationship is of indefinite duration. Purchaser may terminate the relationship at any time giving 1 months' notice in writing or via e-mail to _____. Supplier waives the right to terminate the relationship for a period of _____.
- The legal relationship is of definite duration (_____) and shall end on _____. It shall be extended automatically by successive periods of _____ calendar _____ each, unless either contracting party terminates the relationship in writing or via e-mail no later than _____ month/months before the Agreement ends.

Any product and price change is permitted only with the explicit prior written consent of Dorotheum. Payment shall be made within 60 days of full service provision (acceptance) and invoicing (receipt of the invoice by Supplier), unless otherwise agreed. If Dorotheum pays within 30 days of service provision and invoicing, Dorotheum will receive a 3% discount.

Partial acceptance shall be deemed agreed only if specifically requested by Dorotheum and agreed with Dorotheum in writing on a case-by-case basis. Also in such case, all partial acceptances shall be made under reserve of final acceptance. Thus warranty periods shall not commence until the date of successful final acceptance.

Any interim and/or end result of any contractual and/or consulting service shall be the exclusive intellectual property of Dorotheum.

Purchaser shall have the right to immediately terminate the Agreement on the following grounds:

- Delay in performance despite a written reminder and an appropriate grace period.
- Institution of insolvency proceedings against the Supplier's assets.
- Persistent violations of Austrian legal provisions and material provisions of the Agreement and this Side Letter, in spite of warnings.
- Material deterioration of the quality of the Supplier's services.

SPECIFIC DUTIES OF THE SUPPLIER:

1. **Obligation to maintain secrecy:** Supplier shall refrain from using any know-how and information obtained through Dorotheum, including, but not limited to, information resulting from and in connection with contract performance, in any activity in and outside the contractually agreed cooperation with Dorotheum. Moreover, Supplier shall subject such information to absolute secrecy and provably obligate also Supplier's employees and assistants as well as any person entrusted with contract performance to maintain secrecy and to retain and store all information obtained through Dorotheum in a way to make it inaccessible to all persons not involved in contract performance. A penalty of EUR 10,000 - not open to reduction by a court - is agreed for any material breach of the aforesaid duties. If the loss exceeds the amount stated above, Dorotheum will be at liberty to claim the actual amount of damages. The persons implementing the contract are strictly prohibited from accessing Purchaser's documents, files and other data.
2. If Purchaser provides Supplier with equipment, Supplier shall look after the equipment and treat it with the greatest care possible and according to instructions, if any, taking into account normal wear and tear, and indemnify and hold Purchaser harmless in respect of all damage incurred whilst in Supplier's possession.
3. In cases where implementation and/or safety guidelines are drawn up for the performance of the services owed hereunder, or where such guidelines are specified by either party's insurer, these shall be binding upon the Supplier. Due to the Purchaser's specific need for security such guidelines may be altered by Purchaser at any time, provided that such alteration can be deemed acceptable to Supplier and the latter will not incur substantial additional cost.
4. Supplier shall treat all property and information entrusted to Supplier with the greatest care possible in contract performance.
5. Supplier shall inform Purchaser without delay of any suspicious matter and damage events that become known to Supplier.
6. Supplier shall observe all applicable legal provisions solely at Supplier's own risk.

7. Supplier shall provide proof of taking out appropriate insurance against all risks arising from contract performance according to the General Conditions of Insurance fully applicable from time to time; the minimum insurance sum is EUR for each event of damage.
8. Supplier shall use only reliable and specially trained persons without previous criminal convictions for contract performance. Supplier shall inform Purchaser without delay of any penal proceedings instituted against eligible personnel. Upon Purchaser's request Supplier shall provide proof of the integrity and social insurance registration of the personnel used at any time during the period of agreement.
9. Supplier has the right to use subcontractors for contract performance only with the explicit prior written consent of Dorotheum. Supplier may assign any rights or duties hereunder to third parties only with Purchaser's prior written consent.
10. Supplier shall be allowed to set off its obligation to Dorotheum only against such related counterclaims as have been recognized by a court or explicitly recognized by Dorotheum or the Seller.
11. Supplier has no right of retention due to claims arising out of any other transaction with Dorotheum.
12. Supplier shall only use personnel duly registered according to social insurance legislation in contract performance.
13. The contract shall be performed taking the maximum care possible in contract performance, based on the state of the art and latest standards. Supplier shall use resources reflecting leading-edge science and research in contract performance and shall always provide Purchaser with expert advice on all matters related to contract performance, while recognizing that Purchaser does not have any specialist knowledge.
14. To secure warranty claims, Dorotheum is granted the right to retain 15% of the agreed order total for the duration of the warranty period.
15. For each event of default- without prejudice to any other rights of Purchaser - a penalty of 1% for every week or fraction of a week, totaling no more than 10% of the order total is agreed; such penalty is not open to reduction by a court. Claims for damages exceeding the scope stated above remain reserved.
16. The warranty period is 3 years.
17. Other specifically agreed obligations to exercise diligence are:

LIABILITY

In addition to the person who actually causes the damage, Supplier shall be liable vis-à-vis Dorotheum for all damage culpably caused by Supplier's personnel, by persons otherwise commissioned by Supplier or by its assistants or vicarious agents, to the same extent as for its own fault. Supplier shall indemnify and hold Purchaser harmless in respect of all claims

asserted against it by third parties (customers, employees, other contracting parties) on these grounds (unlawful and culpable behavior on the part of the persons for whose actions Supplier is responsible). The obligation to indemnify and hold harmless also includes the costs of adequate legal representation.

WARRANTY

In addition to the statutory rights and contract rights relating to delay, default and indemnity, the Supplier guarantees the Purchaser for a period of three years from the date of delivery (acceptance) that the outcome of the contract is free from error or defect.

MISCELLANEOUS

Supplier hereby declares that it operates in compliance with and meets all applicable local and international laws and regulations and that it is not, and never has been, involved in any criminal activities, including crimes of bribery and corruption as well as money laundering.

Supplier expressly declares and guarantees that Supplier and Supplier's employees or representatives will refrain from wrongful acts or omissions and will not prompt, support or encourage third persons to commit such acts or omissions.

Supplier shall not be entitled to use, copy or convey in any way whatsoever the name, company symbols, trademarks, logos or any other intellectual property of Dorotheum without Dorotheum's express prior written consent. Where consent was given by Dorotheum, use etc. of the foregoing shall be admissible only in the way and to the extent expressly permitted and on the conditions specified. Dorotheum may revoke such consent in whole or in part without giving reasons at any time.

Any disputes arising out of this Agreement shall be governed by and construed in accordance with Austrian substantive law, excluding the application of the UN Convention on Contracts for the International Sale of Goods (CISG).

The parties agree to submit any dispute arising from the contractual relationship to the competent court in Vienna, 1st District.

SEVERABILITY CLAUSE

If any provision of this Agreement should be held to be invalid, it shall be replaced by a valid provision coming as close as possible to realizing the purpose of the invalid provision. The invalidity of one provision hereof shall not affect the validity of the remaining provisions.

<p>Date:</p> <p>.....</p> <p>Supplier/authorized company signature</p>	<p>Date:</p> <p>.....</p> <p>Purchaser/Dorotheum GmbH & Co KG</p>
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