

GENERAL TERMS AND CONDITIONS FOR REAL ESTATE BROKER AGREEMENTS, PROJECT MANAGEMENT, PLANNING SERVICES AND OTHER SERVICES

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1. Introduction

- 1.1. These General Terms and Conditions form an integral part of contracts for real estate broker services, project management, planning services and other services between CBRE and the customer. As regards the preparation of reports, expert opinions and appraisals, different terms and conditions apply.
- 1.2. Any deviating, conflicting or additional general terms and conditions of the customer become part of the contract only if and to the extent that CBRE gives its express written consent to their application in the contract.
- 1.3. The offers of CBRE are subject to change and non-binding.

2. Duties of CBRE

CBRE shall exercise the care that is appropriate for a qualified and competent member of its profession who is experienced in rendering services comparable to the services which are the subject matter of the contract as to their scope, complexity and purpose. CBRE is entitled to employ qualified subcontractors at its own cost. Every person who is involved in rendering services shall have a suitable qualification. CBRE shall be subject to duties only vis-à-vis its direct customer but not vis-à-vis third parties.

3. Sources of information

All information with regard to the condition and properties of the plot of land and the buildings shall be based exclusively on the inspection of the relevant plot of land by CBRE and on the information and documents made available by the customer or by third parties instructed by the customer.

3.1. Documents

As a rule, documents shall not be returned, as CBRE is subject to the duty to retain them for reasons of liability.

3.2. Documents and information presented

CBRE shall act on the assumption, without verifying it, that the customer or third parties instructed by the customer have handed over all information and documents which are necessary for the fulfilment of the contract. If CBRE does not receive all necessary information and documents from the customer, the customer shall continue to be responsible for the completeness of such information and documents. Moreover, it is assumed that, at the time of the conclusion of the contract, the information and documents are valid without restriction, relevant and complete. By accepting the contract, the customer confirms the completeness and accuracy of the information and documents made available to CBRE and the fact that, at the time of the conclusion of the contract, they are valid without restriction and relevant and that no other material information is known to the customer that may be necessary for the fulfilment of the contract. In the case of delayed delivery of the necessary documents or information and/or in the absence of a confirmation of completeness, the customer and CBRE shall agree on a new date of fulfilment of the contract. Fulfilment of the contract shall be postponed by at least as many days as the delivery of documents and information and/or the aforementioned confirmation was late.

3.3. On-site inspection

The customer is obligated to grant CBRE access to the relevant plot of land to carry out an on-site inspection. CBRE does not examine a building's dimensions. During the on-site inspection by CBRE, the plot of land is neither surveyed nor are functional checks of technical building services or other facilities or systems carried out. All findings and results of the on-site inspection shall be based exclusively on a purely visual inspection and do not claim to be complete. Examinations by which the building or plot of land concerned might be damaged shall not be carried out. Statements on construction components or materials which are concealed or cannot be accessed or are invisible shall be based on the information and documents presented by the customer or on assumptions. In the latter case, this shall be explicitly stated in

the contract. In particular, no structural surveys/measurements and technical investigations into any defects or damage that may exist on the plot of land or in the building shall be carried out.

3.4. Hazardous material, etc.

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that no construction materials, structures or properties of the plot of land exist that endanger the plot of land concerned, limit the usability of the plot of land concerned or might be detrimental to the health of its occupants or users. Common examples are the permanent use of high-alumina cement, calcium chloride, asbestos and wood wool.

3.5. Condition of the site

CBRE shall neither carry out on-site inspections to check the suitability of the soil condition or facilities nor shall CBRE carry out any inspections as to environmental, archaeological or geotechnical aspects. Unless CBRE is informed otherwise, contracts are made on the basis that these aspects are satisfactory and that the site is free from underground minerals or other deposits, methane gas or other toxic substances. In the case of plots of land which may be cleaned up, CBRE shall act on the assumption that the site has the necessary load-bearing capacity for the intended form of clean-up without, e.g., additional and expensive foundations and sewage systems being necessary. Moreover, in such cases, CBRE shall act on the assumption that no extraordinary costs will arise in connection with the demolition and removal of buildings that may be situated on the plot of land.

3.6. Environmental contamination

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that the plot of land concerned is not contaminated and has not been used in a manner which will or could lead to contamination. Unless CBRE is informed otherwise, CBRE has no knowledge of any environmental investigations or land surveys carried out on the plot of land which might suggest contamination or potential contamination. Unless CBRE is given express instructions to the contrary, CBRE shall carry out no investigation into the current or past use of the plot of land concerned or of the adjacent/neighbouring plots of land in order to find out whether the relevant types of use involve a risk of contamination. CBRE assumes that there is no such risk. If, however, it is found at a later point in time that one of the plots of land or adjacent plots of land is contaminated or that premises have been used in a manner which leads to contamination, this might have a detrimental effect on a determined value.

3.7. Statutory provisions/permits to use the plot of land

No examination shall be carried out as to whether the plot of land is in compliance with statutory provisions (in particular land-use designation, building permit, acceptance, restrictions, construction, fire protection, health and safety regulations, etc.) or with private-law provisions or agreements concerning the lease and use of the site and of the building. When entering into contracts, CBRE shall act on the assumption that all necessary permits to use the plot of land are available and will continue to be available, and that such permits are not subject to any comprehensive restrictions.

3.8. Taxes, contributions, fees

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that all public taxes, contributions, fees, etc. that might have an implication on the value have been assessed and, to the extent payable, paid at the time of conclusion of the contract and, with the exception of income taxes, have been fully charged to the tenants of the building.

3.9. Insurance

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that the plot of land concerned is

covered by valid insurance which is appropriate both with regard to the sum and the risks insured.

3.10. Urban planning and road construction projects

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that no urban planning or road construction projects exist which go beyond officially valid planning documents and might have detrimental effects on the plot of land.

3.11. Declarations by authorities

According to common practice, informal declarations by authorities, in particular with regard to statements of facts, cannot be considered binding. CBRE assumes no liability for taking into account such declarations or statements in the contract.

3.12. Assumptions about the future

In order to determine the market value of the plot of land concerned, CBRE shall assume that any existing business operated in the building will be continued for the remaining term of use ascertained for the building (both with regard to the type and the scope of use of the relevant plot of land) or that comparable business operations would be available to take over use of the plot of land concerned. If high-voltage current supply equipment is in the vicinity of the plot of land, CBRE shall not consider presumable implications on the future marketability and value of the plot of land due to a change in public reception of health implications, unless the opposite is explicitly put down in writing.

3.13. Tenants

The status of contractually agreed rental payments at the time of conclusion of the contract or the creditworthiness of the tenants shall not be examined. Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that the aforementioned status and the aforementioned creditworthiness constitute no problem.

3.14. Pending legal proceedings, legal restrictions (easements, tenancy regulations, etc.)

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that neither the plot of land nor the building and the pertaining legal relationships are the subject matter of pending litigation, that the plot of land is free from encumbrances and that there are no legal restrictions, such as easements, tenancy regulations, restrictive obligations in tenancy agreements or other payment duties that have a detrimental effect on the value.

3.15. Subsidies

Unless CBRE is informed otherwise, CBRE shall act on the assumption, without verifying it, that there are no circumstances related to grants or subsidies that might influence the value of the plots of land.

4. Liability

In the case of force majeure and slight negligence, the liability of CBRE shall be excluded by mutual consent. In the case of gross negligence, CBRE shall be liable up to the sum available for the specific damage under liability insurance but up to a maximum of 25% of the value of the transaction volume of the overall contract at the time of conclusion of the transaction. The total liability of CBRE shall in no case exceed EUR 15 million. Unless otherwise agreed, the transaction volume shall be calculated according to the market value as defined by the International Valuation Standards Committee (IVSC). In the case of wilful intent, CBRE shall be liable without limitation. Claims for damages against CBRE shall become time-barred one year after acquiring knowledge of the damage. Liability for indirect damage and consequential damage shall be generally excluded.

5. Termination

Termination of this contractual relationship shall not affect any claims of the parties that have arisen by that time. Either party may terminate this contract in writing for cause. A cause shall include, but not be limited to, a situation where (i) insolvency proceedings are opened with regard to the assets of the other party, (ii) the court has dismissed the opening of insolvency proceedings for lack of assets, (iii) the other party has submitted a statement of assets as defined in Section 47 of the Enforcement Code (EO, *Exekutionsordnung*), (iv) enforcement measures against the other party were unsuccessful, (v) the customer is in delay with a part performance or agreed contributory activities, which altogether precludes or significantly impedes the implementation of the

contract by CBRE, or (vi) the customer fails to pay an agreed (partial) remuneration when due despite having been sent a reminder and granted a reasonable grace period. In the case of termination of the agreement, CBRE is entitled to claim the agreed remuneration. However, any costs CBRE saves as a consequence of the termination of the contract, or any amounts CBRE earns or maliciously fails to earn by using its workforce and its business operations elsewhere shall be offset against CBRE's remuneration.

6. Confidentiality

CBRE is obligated to keep all information provided by the customer confidential. CBRE is also obligated to keep its contractual activities secret if and as long as the customer has a legitimate interest in such secrecy.

Real estate broker agreements: items 7 to 12 are part of real estate broker agreements and contracts for other services

7. Duties of the customer

If the customer already knows that a property offered is for sale or rent, the customer shall immediately inform CBRE thereof in writing. If the customer fails to do so, CBRE shall be deemed instructed by the customer to help bring about the conclusion of a contract in whatever way. If the conclusion of a contract is subsequently brought about through the help of any of CBRE's actions, CBRE is entitled to the agreed commission.

8. Duty to pay a commission

The duty to pay a commission shall arise as soon as a concurrence of wills to conclude a contract regarding the property offered by CBRE has been reached and shall continue to exist even if such concurrence of wills is reversed later on.

9. Entitlement to a commission

The entitlement to a commission shall also arise if a contract is concluded subject to other terms and conditions which deviate from the offer and if a different transaction is concluded whose purpose is equivalent to that of the original transaction.

10. Scope of the contract

Besides the specifically stated legal transaction (underlying transaction), the services commissioned from CBRE shall also include any legal transactions which are related thereto in terms of their subject matter or location (follow-up transactions). CBRE is entitled to commission payments for such follow-up transactions if they are concluded within three years of the conclusion of the underlying transaction or, in the case of non-conclusion of the underlying transaction, within three years of the conclusion of the real estate broker agreement concerning the underlying transaction.

11. Claims for reimbursement and compensation

The customer is obligated to pay to CBRE the agreed commission as compensation for and reimbursement of any expenses incurred and efforts made, even if no brokerage deal was successfully arranged by CBRE, if

- a. the legal transaction arranged by CBRE is, contrary to good faith, not concluded solely because the customer, contrary to the course of the negotiations up to that point and without any notable reason, fails to take any legally relevant action that would be necessary for the conclusion of the transaction;
- b. a transaction whose purpose is not equivalent to that of the original transaction is concluded with the third party solicited by CBRE, provided that the arrangement of such transaction falls within CBRE's scope of activities;
- c. the transaction arranged by CBRE is not concluded with the customer but with a different person because the customer informed the latter of the possibility to conclude the transaction as made known to the customer by CBRE or if the transaction is not concluded with the solicited third party but with a different person because the solicited third party informed the latter of such business opportunity, or
- d. the transaction is not concluded with the solicited third party because a statutory or contractual right of first refusal, right of repurchase or right to take over the contract is exercised.

12. Claims for reimbursement and compensation in the case of exclusive brokerage agreements

In case an exclusive brokerage agreement has been concluded, the customer is obligated to pay to CBRE an amount equal to the agreed commission as compensation for and reimbursement of any expenses

incurred and efforts made, even if no brokerage deal was successfully arranged by CBRE, if

- a. the customer terminates the exclusive brokerage agreement early without cause and in violation of the contract;
- b. the transaction is concluded during the term of the exclusive brokerage agreement in violation of the contract through the activities of a different broker instructed by the customer, or
- c. the transaction is concluded during the term of the exclusive brokerage agreement in a way other than through the activities of a different broker instructed by the customer.

Project management and planning services: items 13 and 14 are part of contracts for project management and planning services

13. Delay, interruption, obstruction

- a. If a delay or obstruction of the services of CBRE occurs due to reasons for which CBRE cannot be held responsible, CBRE has the right to additionally invoice to the customer any additional expenses that may have been incurred, including any incidental expenses. However, in such cases, CBRE is entitled to discontinue the part of its services affected by the obstruction or delay until the end of such delay or obstruction.
- b. In the event that CBRE's work is interrupted for a period of more than one month due to reasons for which CBRE cannot be held responsible, the status of the services provided up to that point shall be determined by mutual agreement, and such services shall be invoiced at the request of CBRE.
- c. In the event of a delay, obstruction or interruption of performance that lasts for an uninterrupted period of more than two months, each party has the right to terminate or otherwise dissolve the contract.

14. Publication

The planning or project management documents of CBRE or any references to them shall not be published either in whole or in excerpts or orally disclosed to third parties without CBRE's written consent. The written consent shall include the form and context of the publication and is required irrespective of whether CBRE is explicitly mentioned.

After the implementation of the contract, CBRE is entitled to publish the subject matter of the contract in whole or in part for advertising purposes, unless otherwise agreed in the contract. The customer is obligated to explicitly mention CBRE (company name, trade name) in all publications or announcements regarding the project.

15. Common final clauses

15.1. Legal advice

CBRE does not give legal advice. It is the sole responsibility of the customer to seek appropriate legal advice from the customer's lawyers. CBRE does not assume any responsibility for any legal advice provided.

15.2. Documents

Unless otherwise stated in the offer, CBRE holds the right of intellectual property in any reports, drawings, invoices, plans and other documents which CBRE prepares or produces in respect of the offer (including, without being limited to, charts, databases, emails or any other documents produced or stored in electronic form).

15.3. Assignment and set-off

- 15.3.1. Unless otherwise agreed between the parties, the customer is not entitled to assign the customer's rights to third parties.
- 15.3.2. The customer is not entitled to offset counterclaims.

15.4. Data and advertising

- 15.4.1. The customer agrees to the storage, processing, disclosure and use of the customer's data as provided for in the Data Protection Act 2000 (*DSG 2000, Datenschutzgesetz 2000*) as amended, and to the use of emails in the context of the business relationship. The same shall apply to the sending of advertising, and such agreement can be revoked at any time.
- 15.4.2. CBRE is authorised to mention its business relationship with the customer and/or the subject matter of the contract as a reference in its advertising, and such authorisation can be revoked at any time.

15.5. Money laundering provisions

CBRE is obligated by law to keep records of its customers and verify their identities. In the case of suspicion of money laundering, CBRE is obligated by law to report the customer to the authorities. CBRE shall attempt to electronically verify the data of its customers, which includes identification of the customer's parent company, main shareholders, beneficial owners and managing directors. If required, CBRE shall ask its customers for certain identity documents to comply with the statutory provisions. Upon request, the customer shall immediately provide CBRE with such information to enable CBRE to render its services. CBRE shall not be liable towards the customer or third parties for delays or failure to perform the services caused by compliance with the statutory obligations.

15.6. Complaint management

In compliance with the guidelines of the Royal Institution of Chartered Surveyors (RICS), CBRE operates a complaint management system with comprehensive guidelines on complaint handling. Upon request, sent to complianceaustria@cbre.com, information on the complaint procedure and a complaint form can be provided.

15.7. Currency

Unless otherwise defined, the currency stated in the offer shall be the euro.

15.8. Modifications, amendments and oral side agreements

Modifications, amendments and oral side agreements shall be made in writing in order to be effective. This shall also apply to modifications of or amendments to this clause.

15.9. Place of performance and place of jurisdiction

Austrian law shall apply. The application of the UN Sales Convention shall be expressly excluded. The place of performance and the place of jurisdiction for disputes under this contractual relationship shall be Vienna.

15.10. Severability clause

Should individual provisions of these General Terms and Conditions be or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining terms and conditions.