



## General Terms and Conditions of Business

1. The legal relationship between the client, referred to in the following as CL, and the Contractor, referred to in the following as CN, is a contract of agency having the nature of a service, and not a contract for works.
2. The risk for every contract is borne by the CL, with the obligation to keep the CN completely free of damage liability or incrimination..
3. The type and scope of the measures required for the fulfilment of the contract are determined by the CN in accordance with his conscientious and professional judgement. He has the right to employ subcontractors in the course of this work. Where motor vehicles are to be used, two vehicles and two detectives shall always be deployed in the interests of correct detective work and road safety. Attention is drawn in this context to the difficult situation on the roads. Should the Client wish to deploy less than this, or one vehicle / detective against the recommendations of the Contractor, then the Client shall bear the risk.
4. The CL undertakes the obligation to keep all telephoned or personal discussions with the CN as confidential and not to inform any uninvolved third party about their contents. The CL shall be liable for damages caused to the CN arising from any infringement of this obligation. The CL has the right to inspect the relevant files of the CN. An inspection of the files can only be made, however, insofar as this shall not involve infringement against the fundamental right to data protection of a third party (§ 1 in connection with § 15 the Data Protection Act (DSG) 2000). Reports will be made exclusively as proof reports in civil law matters and it is only allowed to use these reports for legal dealings. The CL shall not be entitled to such a report when the operative costs have not been covered in full. Telephoned reports do not have a binding character due to potential hearing errors or erroneous understanding of their content. No reports will be compiled in criminal matters as a matter of principle, but these will be reported directly to the public prosecution authorities.
5. The CL has no right to be informed about the identity of informants, suppliers of information and contact persons, or the sources and methods employed by the CN. Data concerning persons, who have no verifiable connection with criminal offences (e.g. first suspects) or who do not have passive grounds for legal action, shall not be made known without exception in accordance with the terms of the Data Protection Act 2000.
6. The achievement of a specific success is to be expected, but cannot be expressly guaranteed, since empirical procedures are not foreseeable events. Liability for the success of a contract is ruled out. The CL takes notice of the fact that situations can arise in road traffic, which will not permit continued observation activities. In precisely the same manner situations can also occur in the area of interpersonal relations, which can also make a continuation of investigations impossible. The agreed minimum time invoiced remains unaffected by this.
7. The CL undertakes the obligation not to commission third parties in the investigated matter, nor to pursue the investigation her/himself during the contractual period..
8. The CN has the right to terminate the contract at any time where good cause exists to do so. Good causes for contract termination are in particular the provision of false data (see contractual clause 15) by the CL or the failure to cover cash expenses and costs by the due deadline, as also an infringement against contractual clause 7.
9. A free-of-charge cancellation of deployments (observation, investigation, interaction etc.) must be made in writing (by mail) at the latest 48 hours before the start of the agreed deployment. In the case of cancellations until this time a cancellation fee of 50 % of the prospective costs for a deployment day (a minimum of 5 hours) will be charged. Cancellations made at a later time cannot be accepted. A cancellation charge of 100 % of the prospective costs for a deployment day (a minimum of 5 hours) will be charged.

10. The CL undertakes the obligation to cover the costs of working time and expenses incurred by means of continuous advance payments, and also to cover any traffic offence fines and administrative penalties in full, the causes of which can clearly be allocated to the contract in the file, also in cases where the incident penalised, or the reporting of it occurred after completion of the investigative deployment.
11. The fee as invoiced shall consist of a basic fee, a deployment fee – this comprises of hours worked, kilometres travelled, cash expenses and also an administration fee to cover deployment planning, deployment management and the production of written documentation (reports, notifications to prosecuting authorities, statements on the facts of the case, etc.). The basic fee (for consultations, phone calls, the studying and maintaining of files) shall be charged in every case irrespective of whether field deployments (observation, investigation, interaction etc.) have been made.
12. Court appearances and appointments with authorities resulting from the contract, are acknowledged by the CL as a direct result of the contract and thus to be carried out on the basis of a fee charged for the time involved. This shall also apply where attendance in these matters is an obligatory civic duty. The claim arises with the actual time a detective must spend on these matters. The detective agency has no claim for fees and payments from the courts..
13. The invoices of the CN are payable at once and without any deductions. The CL undertakes the obligation in the event of a default of fee payment to pay the statutory default interest and all reminder charges, collection charges, investigation and information charges incurred, as also the costs for commissioning a lawyer in this matter.
14. All claims arising from this contract shall remain unaffected by possible recourse claims of the client to third parties, as regards both the grounds as also the amount. A compensation of the fee claims of the CN including all cash expenses incurred against a claim of the CL, of whatsoever type, is ruled out, except where mandatory statutory provisions provide otherwise.
15. The CL provides the assurance that the data s/he has provided as the basis for his/her contract are fully compliant with the facts of the case and that no objectives are to be pursued which are in conflict with the law, public morality or the security of the state and also that s/he has declared his/her rightful interests in a truthful manner. Furthermore the CL undertakes the obligation to provide the CN at the time of placing a contract order with all information about observations that have already been made, either on a private basis or by a commissioned detective agency.
16. Deviations from the Terms and Conditions of Business and fee agreements must be in written form and signed by the CN to be valid. Any special agreements concluded on a spoken basis with employees of the CN are invalid.
17. Should the placing of this order not be made by the CL personally, but by another requested person or authorized representative, then this person shall also be liable undividedly together with the client for all requirement claims arising within the scope of the order.
18. The present order placement is valid as the basis for subsequent contracts, which may be placed either in person, by telephone, in writing, or by means of electronic data transmission.
19. The place of fulfilment and jurisdiction is Vienna, Austria.