

General Terms and Conditions of Business and Use

Status: March 2024

1. General terms and conditions

1.1 ApusVision GmbH (the "Company") provides founders, teams and investors with access to the resources, expertise, management and connections needed to rapidly scale their businesses. Our approach is to attract promising startups with go-to-market business models, support their growth, set industry standards and focus on innovation that delivers real impact and results. The company's activities include, for example

-  Technical due diligence;
-  Fund raising;
-  Relocation of business to the ME region.

1.2 All contracts concluded between the Company and its customers (hereinafter referred to as the "Customer") shall be based exclusively on these General Terms and Conditions of the Company (hereinafter referred to as the "GTC"). The Customer is an entrepreneur within the meaning of § 1 KSchG. Deviating or supplementary terms and conditions of the Customer are generally rejected. A conclusive recognition of deviating general terms and conditions of the customer is excluded and does not occur in particular if the company provides services to the customer without reservation.

1.3 In the event of contradictions between these GTC and the individual contract concluded between the Company and the Customer, the provisions of the individual contract shall take precedence, insofar as contradictions exist.

1.4 The Company has the right to amend these GTC at any time. In the event of an amendment to the GTC, the Company shall inform the Customer of the amendment to the GTC in an appropriate manner. In this case, the Customer shall have the right to object to the amendment of the GTC, provided that the amendment of the GTC does not exclusively concern the form of the GTC. If the customer does not object to the amendment to the GTC within 14 days of being informed of the amendment to the GTC, the amended GTC shall enter into force. If the Customer objects to an amendment to the GTC, the Company shall be entitled to terminate the contractual relationship with the Customer with immediate effect. The actual use of the website after knowledge of the amended GTC shall be recognised as conclusive consent to the amended GTC.

2. Offers of the Company

2.1 The Company may make information offers available to Customers on the websites <https://menabusiness.apusvision.at> (hereinafter referred to as the "Website"), by electronic means of communication such as e-mail or in print. The contents of such information offers do not constitute

legally binding offers by the Company to Customers, but rather requests for the submission of offers by the Customer.

2.2 Offers made by the company are subject to change. The contract shall only be concluded upon acceptance of the offer signed by the Customer by the Company.

3. Price estimation

3.1 The price will be calculated by the Company to the best of its expertise, but no guarantee can be given for its accuracy. If costs increase by more than 15 % after the order has been placed, the Company shall inform the Customer immediately. In the case of unavoidable cost overruns of less than 15%, a separate notification is not required. These costs can be invoiced without further ado. Unless otherwise agreed, changes to the order or additional orders may be invoiced at reasonable prices.

4. Prices and terms of payment

4.1 All prices are quoted in EURO. The statutory value added tax will be charged in addition at the applicable rate. Any fees are to be paid by the customer.

4.2 Unless otherwise agreed between the parties, a down payment of 50% or 100% of the order amount is due when the order is placed. The remaining order amount is due within 3 working days after delivery and invoicing.

4.3 Late payment shall bear interest at eight per cent (8%) per annum above the base rate of the European Central Bank applicable at the time the payment is due. Any further claim for damages shall remain unaffected by this.

4.4 The currently valid price list of the Company shall apply, if available. The Company's price list shall apply until cancelled.

4.5 The prices quoted are "ex works" INCOTERMS 2010 and do not include the costs of transport, assembly or installation.

4.6 Services including training and familiarisation of the contractual partner's employees shall be charged according to the applicable service price list. For services provided on Saturdays/Sundays and times other than normal working hours (Monday - Thursday 7.30 a.m. to 4.30 p.m., Friday 7.30 a.m. to 12.00 p.m.), as well as on public holidays, a surcharge in the amount of § 10 para. 1 subpar. 1 of the

Austrian Working Hours Act shall be invoiced, whereby the calculation of the surcharge shall be based on the time worked.

4.7 Travelling costs and expenses incurred in the execution of the order shall be borne by the customer in addition to the agreed price.

4.8 Index adjustment: It is expressly agreed that the value of the claim plus ancillary claim shall remain stable. The consumer price index published monthly by the Austrian Central Statistical Office (CPI 2015 = 100) or an index replacing it shall serve as a measure for calculating the stability of value. The index figure calculated for the month in which the contract is concluded serves as the reference value for this contract. Upward or downward fluctuations in the index figure of up to 1% are not taken into account. This margin shall be recalculated each time it is exceeded upwards/downwards, whereby the first index figure outside the applicable margin shall always form the basis both for the redetermination of the claim amount and for the calculation of the new margin. The resulting amounts shall be rounded up to one decimal place.

4.9 Partial invoices are always permissible for partial deliveries.

4.10 In the event that instalments are agreed, the payment date shall be forfeited if even one instalment is not paid on time or in full. The entire outstanding balance shall become due for payment immediately upon the occurrence of the default. In the event of default, the company shall be entitled to take the goods delivered subject to retention of title into safekeeping without cancelling the purchase contract until the entire claim, including ancillary costs, has been settled in full.

5. Place of fulfilment and transfer of risk

5.1 The place of fulfilment is the registered office of the company.

5.2 The customer shall bear the costs and risk of transport. For data, the risk of loss or alteration of the data when downloading and sending via the Internet shall pass to the customer when the data crosses the company's network interface.

6. Retention of title

6.1 The goods remain the property of the company until full payment has been made.

7. Rights of use; intellectual property

7.1 After full payment of the total remuneration owed under the contract, the Company shall grant the Customer a non-exclusive, non-transferable, non-sublicensable and perpetual right to use all work results created by the Company on the basis of the contract for its own use.

7.2 The applicable licence conditions of the third party shall apply to software or work results supplied by third parties (e.g. Microsoft, Open Source).

8. Acceptance and partial delivery

8.1 The contractual partner is obliged to accept the deliveries and services provided by the Company.

8.2 Delivered goods or software or other digital works shall be deemed to have been accepted upon delivery "ex works" INCOTERMS 2010.

8.3 If software installation services have been agreed, the service shall be deemed accepted at the earliest of the following times: when acceptance is confirmed by the customer or its end customer; when the installed delivery or service has been put into operation at the customer's or its end customer's premises; or at the latest 4 weeks after installation has been completed.

8.4 Services and services rendered shall be deemed to have been accepted upon actual performance.

8.5 If the contractual partner discovers significant defects after acceptance, it shall be entitled to have these rectified by the company within the scope of the warranty (see point 14).

8.6 The Company's deliveries and services are always divisible. Partial acceptances are permissible for partial deliveries.

9. Delay

9.1 Delay in delivery

The delivery periods and dates shall be adhered to by the Company as far as possible: Unless they have been expressly agreed as binding, they are non-binding and are always to be understood as the expected time of provision and handover to the customer. Cancellation of the contract by the customer due to delayed delivery is only possible by setting a reasonable - at least 2-week - grace period. The cancellation must be asserted by registered letter. The right of cancellation shall only apply to the part of the delivery or service in respect of which there is a delay.

9.2 Default of acceptance

Goods not accepted by the agreed date shall, where applicable, be stored for a period of 6 weeks at the risk and expense of the customer. At the same time, the Company shall be entitled either to insist on fulfilment of the contract or, after setting a reasonable grace period, to withdraw from the contract and dispose of the goods elsewhere. In the event of realisation, a contractual penalty of 15% of the invoice amount, excluding VAT, shall be deemed agreed.

10. Obligations of the Customer

10.1 The Customer shall provide the Company, without separate request, with all information that is necessary or expedient for the fulfilment of the order by the Company.

10.2 The Customer shall, without separate request, provide any other support that is necessary or expedient for the fulfilment of the order.

11. Website accessibility and support

11.1 The Company shall endeavour to ensure that the websites are accessible during normal banking hours in Austria. Where possible, technical maintenance work will be carried out outside normal banking hours. However, the Company accepts no liability for restrictions in the availability of the website that are due to urgently required technical maintenance work or force majeure (e.g. fire, flooding, war, labour disputes, technical problems such as power failures not caused by a party to the contract).

11.2 The company offers customer support, whereby the utilisation of support services is subject to the fair-use principle. Where possible, support enquiries will be answered within 48 hours. However, the Company accepts no liability for the availability of support.

12. Assistants of the company

12.1 The Company is authorised to engage assistants or subcontractors in the execution of the order.

12.2 The Customer is prohibited from maintaining business relations with the Company's assistants or subcontractors during an ongoing contractual relationship with the Company and for a period of 12 months after termination of the contractual relationship with the Company without the Company's consent.

13. Liability

13.1 The Customer is informed that the fulfilment of an order by the Company requires the correct and complete disclosure of the information specified in point 10. The Company shall therefore not be liable for any damages or defects arising from the Customer's failure to fully and correctly disclose the information specified in Clause 10 to the Company prior to the execution of the order.

13.2 The Company shall only be liable to the Customer for direct damages. The Company shall not be liable for indirect damage, loss of profit, loss of interest, failure to make savings, consequential damage and financial loss, damage arising from third-party claims or for the loss of data and programmes and their restoration.

13.3 The Company shall not be liable for slight negligence, with the exception of personal injury.

13.4 The company is not liable

- for ensuring that the websites are continuously usable and accessible;
- for the content of external websites to which reference is made by means of links from the websites;
- if it is unable to provide services due to force majeure (e.g. fire, flooding, war, industrial action, technical problems not culpably caused by a contracting party such as power failures).

13.5 The customer's claims for damages shall expire six months after the customer becomes aware of the damage and the party causing the damage.

13.6 Claims for damages by the Customer shall be limited in amount to the remuneration that the Customer owes the Company in the event of proper fulfilment of the contract.

14. Warranty

14.1 The warranty period shall be 6 months from the date of acceptance under point 8 of these GTC.

14.2 The existence of defects must be proven by the contractual partner. § Section 924 ABGB shall not apply.

14.3 Any defects must be notified by the contractual partner immediately, specifically and in writing.

14.4 In the case of warranty, the Company shall be entitled to determine the type of warranty (improvement, replacement, price reduction or cancellation) itself.

14.5 If the Company remedies defects outside the warranty or provides other services or labour, these shall be invoiced according to the Company's valid price list at cost.

14.6 Section 933b ABGB shall not apply.

15. Confidentiality

15.1 The Customer hereby irrevocably undertakes to maintain secrecy about all trade and business secrets made available to it by the Company or otherwise disclosed to it in connection with or on the basis of a business relationship or contact with the Company and not to disclose them to third parties in any way whatsoever without the Company's consent. Furthermore, the Customer undertakes to use information only on a "need to know" basis and only within the scope of the contract concluded.

15.2 The confidentiality obligation shall remain in force for 3 years after termination of the business relationship with the Company or, irrespective of a business relationship, for 3 years after the Company has submitted an offer.

16. Use of data and data protection

16.1 The Company's privacy policy can be accessed at [\[LINK\]](#).

17. Place of jurisdiction and choice of law

17.1 These GTC and all contractual relationships existing between the Company and the Customer, including legal disputes concerning their existence or non-existence, shall be governed by Austrian substantive law, excluding the conflict of law rules of private international law and the provisions of the UN Convention on Contracts for the International Sale of Goods.

17.2 For all disputes arising from or in connection with these GTC and all contractual relationships existing between the Company and the Customer, including legal disputes concerning their existence or non-existence, the court having subject-matter jurisdiction at the registered office of the Company shall have exclusive jurisdiction. However, the Company has the right to alternatively assert its rights at the Customer's general place of jurisdiction.

18. Final provisions

18.1 Should any provision of these GTC be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these GTC. In such a case, the contracting parties shall endeavour to replace the invalid or unenforceable provision with a valid or enforceable provision that comes as close as possible to the content of the provision to be replaced.

18.2 Amendments or additions to a contract must be made in writing. This also applies to changes to the written form requirement.

18.3 Offsetting against claims of the company with counterclaims of any kind whatsoever is excluded.