

Observation Criteria for the KSV SolvencyMonitor

KSV1870

No. Observation Criteria	Description	Possible expressions and recommended values	✓
Fix KSV Rating	Statistically supported solvency data (rating scale of 100 to 699)	<ul style="list-style-type: none"> change of at least 25 or change of at least 10 at a value from 400 	<input type="checkbox"/>
1 evaluation	evaluation of the financial situation (evaluation scale from 100 to 600)	<ul style="list-style-type: none"> change to value from 400 or change of at least 50 	<input type="checkbox"/>
2 payments	evaluation of the payments (payments scale from 100 to 600)	<ul style="list-style-type: none"> change to value from 400 or change of at least 50 	<input type="checkbox"/>
3 KSV credit limit	recommended maximum amount for deliveries on open invoice for individual deliveries	<ul style="list-style-type: none"> change to value less than EUR 3,500 change of more than EUR 1,500 change of at least 10% 	<input type="checkbox"/>
4 debt collection	collection information including status changes, settlements from a small claims limit of EUR 700	<ul style="list-style-type: none"> from time of reminder from time of legal action 	<input type="checkbox"/>
5 negative information	negative information from third parties (e.g. out-of-court and in-court collections or bankruptcy petitions)		<input type="checkbox"/>
6 insolvency	latest bankruptcy information		<input type="checkbox"/>
7 company name	company name for registered companies, or name of the owners for companies that are not registered (* up-to-date from Register of Companies (Companies' House))		<input type="checkbox"/>
8 registered seat	up-to-date from Register of Companies		<input type="checkbox"/>
9 headquarters			<input type="checkbox"/>
10 legal business form	up-to-date from Register of Companies		<input type="checkbox"/>
11 common equity	up-to-date from Register of Companies		<input type="checkbox"/>
12 shareholdings	change in assets – up-to-date from Register of Companies		<input type="checkbox"/>
13 activity (ÖNACE code)	change in type of business		<input type="checkbox"/>
14 real estate	purchase or sale of real estate		<input type="checkbox"/>
15 senior executives	change or new registered senior executives or executive responsible for parts of the company e.g. managing directors*/associates*/managing clerk (Prokurist)*/head of accounting/head of purchasing/head of sales/head of marketing/head of IT (* up-to-date from Register of Companies (Companies' House))		<input type="checkbox"/>
16 company connections	change in participation, e.g. company shareholdings/subsidiaries/ other kinds of participation		<input type="checkbox"/>
17 turnover	change in turnover (total sales) of at least 10%		<input type="checkbox"/>
18 employees	change in staff of at least 10%		<input type="checkbox"/>
19 cash flow	change in cash flow		<input type="checkbox"/>
20 total claims	change in claims		<input type="checkbox"/>
21 company vehicles	change in number of moving vehicles		<input type="checkbox"/>
22 investments	change in investments		<input type="checkbox"/>
23 inventory	change in inventory of at least 10%		<input type="checkbox"/>
24 liabilities	change in liabilities		<input type="checkbox"/>
25 balance sheets	change in balance sheet data	<ul style="list-style-type: none"> every new balance sheet change in equity capital quota of at least 10% change in debt payback time of at least 10% change in ROI of at least 10% change in cash flow in % of company performance of at least 10% 	<input type="checkbox"/>
26 foreign trade	change in import and export data		<input type="checkbox"/>
27 banking connections	change in banking connections		<input type="checkbox"/>
28 bank commitments	change in bank commitments		<input type="checkbox"/>

Structured data for observation criteria 1-8, 10-12, 15-18, 27 can be delivered whenever required.

I would like to monitor my clients according to the criteria selected on the back for:

- KSV SolvencyMonitor – Compact (KSV Rating + 3 criteria)
- KSV SolvencyMonitor – Standard (KSV Rating + 9 criteria)
- KSV SolvencyMonitor – Professional (KSV Rating + 9 criteria)

Please send by

- e-mail to the e-mail address: _____
- fax to the fax number: _____
- via Internet (**www.ksv.at**) under "My SolvencyMonitor"

Client

title/first name/surname

company name KSV company number

street number postal code/town

telephone/or fax number e-mail

place/date/signature/stamp

A. General Terms and Conditions

1. Validity and Scope

- 1.1 Unless otherwise expressly agreed in writing, the scope of these General Terms and Conditions shall cover all deliveries, services and offers of KSV1870 Information GmbH (hereafter referred to as "KSV1870").
- 1.2 In the event of any contradiction between the individual agreement concluded with a client and/or the General Provisions in section A and/or the Special Provisions set forth in section B, the regulations of the individual agreement shall prevail over the General Provisions and the Special Provisions and the regulations of the Special Provisions shall prevail over those of the General Provisions.

2. Contract Conclusion and Prices

- 2.1 All offers made by KSV1870 shall be without obligation and subject to change. Unless special requirements in the Special Provisions are applicable as to the conclusion of contracts, a contract with KSV1870 shall be deemed concluded only after acceptance of these General Terms and Conditions and appropriate order confirmation or upon execution of the order by KSV1870. KSV1870 shall be entitled to refuse execution of an order without providing any reasons for such refusal.
- 2.2 The contract shall be concluded on the basis of the details and rates indicated in the current price lists, prospectuses and commercial correspondence.
- 2.3 KSV1870 reserves the right to periodically increase the prices it charges. Customers will be duly informed before any such price change takes effect.
- 2.4 Invoices shall become due for payment upon receipt. If payment is delayed, the defaulter shall be required to pay default interest in the amount of 9.2% per annum above the base rate, as well as reminder charges.

3. Reference to sec. 152 Industrial Code (GewO 1994)

KSV1870 has the right, inter alia, to exercise the trade of credit agency pursuant to sec. 152 Industrial Code (GewO 1994). Therefore, KSV1870 shall not be authorized to share details of personal circumstances that do not relate to credit standing.

4. Warranty and Liability

- 4.1 The data, business information, addresses and all other information stored in the business database of KSV1870 and accessible to customers, as well as other information provided to KSV1870 (hereinafter jointly referred to as „data“), are based on the results of the latest objective information survey performed by KSV1870. KSV1870 obtains its information from third parties, essentially from the data subjects and their contractual partners. KSV1870 accepts no warranty or liability for these sources and for the information and disclosures obtained from them. Provided there are no doubts as to accuracy, no substantive research and objective verification of this data derived from the information survey shall be performed.
- 4.2 The use of the databases of KSV1870 and the data provided shall not entitle customers to assert warranty claims, claims for damages or other claims – to the extent permitted by the law or unless otherwise agreed on the basis of the following Special Provisions. In particular, no compensation shall be payable for any consequential damage resulting from the use of the data. Furthermore, customers shall likewise be obliged to ensure data protection. KSV1870 shall only be liable for damages in case of intent or blatant gross negligence, however not for the actions of its vicarious or performance agents. At any rate, liability for loss of profit, indirect damage or other consequential damage is hereby excluded.
- 4.3 However, the limitation of KSV1870's liability shall not extend to personal injuries. For these, KSV1870 shall be liable as provided for by the general law.
- 4.4 Customers shall be fully liable for and all losses incurred by KSV1870 or a third party due to a customer's non-compliance with contractual, statutory or EU-law duties.

- 4.5 In the event of claims against KSV1870 resulting from the provision of information, transfer of data or data misuse by customers, customers undertake to indemnify and hold KSV1870 harmless from and against any claims. In the event of misuse of the provision of information or the transmitted data, and also in case of breach of these General Terms and Conditions, a customer's right to obtain information shall lapse without compensation or KSV1870 shall be authorised to terminate the contract with immediate effect.

5. Data Protection and Confidentiality

- 5.1 Regardless of the applicable method used to transfer the information and data, and regardless of the access to the information and data (written transmission, telecommunication, database information transfer, electronic storage medium, etc.), customers expressly confirm – along with the order asking for information and by accessing the database of KSV1870 – that they will comply with the data protection provisions, that they have a predominant legitimate interest in the transfer of data and that access to this database is absolutely necessary to safeguard their predominant legitimate interest. The collection of information and requests not based on the need to safeguard predominant legitimate interests are strictly prohibited. For this reason, KSV1870 reserves the right to verify in detail, in the event of access to its database, whether customers are authorised to do so.
- 5.2 Customers undertake to maintain secrecy regarding the information provided and the transmitted data, to exercise particular care when handling these and to comply with data protection law. Information will be provided and data transmitted in „strict confidentiality“ solely for the purpose of informing the customers, who shall expressly abstain from using the information and data as proof or prima-facie evidence in whatever manner. Similarly, customers undertake to abstain, and also to refrain, from forwarding information or parts thereof to any third party, either by communication or temporary inspection or by any other means. Any information that has been provided and data that has been transmitted shall remain the sole property of KSV1870 and must – at any time – be immediately returned or destroyed on receipt of a request to do requiring no further justification. Except where obliged under the law, KSV1870 shall not be obliged to reveal the sources of the transmitted data and the information.
- 5.3 Customers undertake to implement any measures as may be necessary to guarantee data security and to comply with the principles of data secrecy. KSV1870 shall have the right to demand that customers present the security measures they have taken. Customers shall be obliged to fully support and assist KSV1870 in its efforts to protect the rights of data subjects. If, in an assessment that only KSV1870 is entitled to perform, these measures are deemed insufficient to guarantee compliance with data protection requirements, the contract with a customer can be cancelled with immediate effect without prejudice to any other of KSV1870's claims, or the option to request information or data can be immediately disabled. The customer shall permit the data protection authority and experts appointed or delegated by this authority to inspect the data station and the treatment of data in the presence of the customer (or an employee designated for this purpose) with a view to verifying the customer's compliance with all the obligations. KSV1870 shall be permitted to demand relevant information from the customer.
- 5.4 Customers shall refrain from all actions that enable them or any third party to imitate the data and information request system, the structure of a database or the standard appearance of individual documents of KSV1870. The above shall continue to apply after the end of the business relationship with KSV1870.
- 5.5 Furthermore, customers who employ staff shall take measures as are appropriate to ensure compliance with the obligations to which they are subject by virtue of the law or requirements under EU law or on the basis of these General Terms and Conditions pertaining to data disclosure, access protection, the right

to request data, the protection against imitation and the safeguarding of the rights of data subjects. Appropriate instructions shall be issued or appropriate agreements vis-à-vis or with the employees shall be concluded in such a manner that they can be presented as evidence to KSV1870 at any time. Customers shall continuously monitor adherence to the relevant instructions issued or the agreements concluded. Customers shall monitor data secrecy accordingly.

6. General Provisions

- 6.1 Side agreements and amendments to these General Terms and Conditions must be made in writing to be valid. This also applies to any waiver of the written form requirement.
- 6.2 Customer claims may not be set off against those of the KSV1870 unless a customer's claim is established by the court or recognised by KSV1870.
- 6.3 If any provision of this General Terms and Conditions is or becomes invalid or unenforceable, the effectiveness, validity and enforceability of all the remaining provisions shall not be affected. In such a case an effective, valid or enforceable provision that most closely matches the commercial purpose of the provision to be replaced shall be considered as agreed between the contracting parties. The same shall apply accordingly to any contract supplement in the event of omissions.
- 6.4 Vienna shall be the place of performance and shall serve as exclusive jurisdiction for all disputes arising out of or in connection with the underlying contract, including these General Terms and Conditions.
- 6.5 The contractual relations shall be governed exclusively by Austrian law, to the exclusion of the conflict-of-law rules and the UN Convention on the International Sale of Goods.

B. Special Provisions

7. Scope

In addition to the General Provisions relating to a customer's contractual relations with KSV1870, Section B sets forth the Special Provisions applicable to

- requests from the business database
- business information and
- marketing services

(jointly termed "Special Provisions" in these General Terms and Conditions). These Special Provisions shall be applicable to the products of KSV1870 governed by them, in supplementation of the existing General Provisions.

8. Special Provisions for Requests from the Business Database (for BusinessLine, MemberLine and EasyLine)

- 8.1 Within the scope of requests for information from the business database, KSV1870 shall offer customers direct access to the data stored in the business database of KSV1870 via remote data transmission.
- 8.2 The business database of KSV1870 shall be available 24/7 for requests, but not during backup times and during maintenance and system-induced shutdowns. Availability cannot be guaranteed, which is why customers shall not be entitled to fulfilment, warranty or damages in the event of temporary interruptions of the request option.
- 8.3 The data received by customers and the printouts, official documents or other presentations from the database made available to them shall be for the customers' own use only. Disclosure of the data or printouts to third parties in unmodified or processed form is prohibited without exception. Customers belonging to a group of companies may disclose the data they receive to another company of the group only after prior authorisation of KSV1870.
- 8.4 The BusinessLine contract shall be concluded for a period of no less than 12 months. Subject to a one-month notice period, customers may terminate the contract in writing after expiry of the 12-month period. The above deadline shall be considered met as long as the posting date falls within the above-referenced

12-month period. If the contract is not terminated by the end of the 12-month period, it shall be extended for an indefinite time and may then be terminated in writing at the end of a quarter subject to a one-month notice period. However, KSV1870 shall also be entitled to cancel the contractual relationship with immediate effect (BusinessLine) or to immediately discontinue the request option (Member- and EasyLine) if a customer is in breach of any material contractual or statutory obligation or the general legal conditions change decisively.

- 8.5 KSV1870 may charge travel charges for any additional training and service features directly performed at the customer's premises.

9. Special Provisions for Business Information

- 9.1 The information provided shall include all the intelligence known to KSV1870 until the point in time at which it is issued, including the information required for issuing the information and the information intended for disclosure, in unverified form.
- 9.2 PersonalProfile Consumer information includes, among other things, the internal and external payment history and insolvency data known to KSV1870 as well as data records from KSV1870's databases.
- 9.3 Any information that does not relate to enforceable claims known to KSV1870 but concerns debt collection proceedings and pending legal proceedings shall merely be considered as information of an indicative nature and must not be taken into account without further verification in credit assessments performed by the customer. Any mention of grouped companies shall refer to a company's links or links between functionaries; without further verification or explanation, the impact on the credit standing of the company subject to an inquiry cannot always be inferred from that, certainly not seamlessly and to establish the status current at the time of inquiry. These indications mainly serve as possibilities to supplement the available information.
- 9.4 If special inquiries are commissioned or answers to specific questions are sought, KSV1870 shall have the right to charge the additionally incurred expenses or to decline to answer the inquiry.
- 9.5 For „special information“, which includes especially detailed inquiries and reports that do not fall within the scope of a subscription or an agreed cost arrangement, remuneration shall not be based on the applicable rate but on a fee agreement concluded from time to time, and if no such agreement has been concluded, billing will be at cost. The costs for surveying the data on the land registers shall be charged separately.
- 9.6 The information shall be provided at the earliest possible convenience after the time needed for compilation, in any case within a reasonable time period. If a specific time period is indicated for the provision of information or the time period given is especially short, any related separate costs shall be payable to KSV1870. Unless otherwise agreed, the delivery deadlines established in the valid tariff scheme shall be applicable.
- 9.7 When an order is rejected, compensation for the order form shall be payable. Any further claims on the part of the client are hereby excluded.

10. Special Provisions for Marketing Services

- 10.1 If addresses or other information are delivered on storage media, these may not be duplicated.
- 10.2 Customers undertake not to disclose in any form whatsoever to any third party the data provided by KSV1870, neither in part nor in full, or to make such third party aware of such data. Customers may generally use all the addresses delivered only once and exclusively for the agreed purpose. Customers shall not acquire any proprietary rights to the data.
- 10.3 Any third parties who are given access to the data as part of the agreed use shall similarly be obliged in writing to comply with these General Terms and Conditions. Customers shall be held responsible for misuse of the data and undertake to fully indemnify and hold KSV1870 harmless from and against any third-party claims.

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KSV1870

- 10.4 If more than 3% of the address material is returned due to undeliverability of the posted items at the addresses provided, then KSV1870 shall grant the client a credit note in the amount of the returned order value. The client shall enforce such a credit note with KSV1870 in writing within a period of 30 days after the demonstrable dispatch of addresses, otherwise this claim shall be forfeited. The related burden of proof shall be on the client. It is hereby expressly agreed that any replacement amount shall be limited to the amount paid by a customer for the relevant address or other information.
- 10.5 In addition to the provisions of the data protection law, customers undertake, in particular, to comply with the provisions of the E-Commerce Act (ECG) and the provisions of the Telecommunication Act 2003 (TKG 2003) and, in the event of any violation, to indemnify and hold KSV1870 harmless from and against any third-party claims. In case of files dispatched on data storage media or email addresses, telephone and fax numbers stored on retrieval servers, the service subscriber's consent for receipt of electronic mail, calls and fax messages may not be inferred. When the data is used, customers shall be responsible for ensuring the lawful use of data within the meaning of the currently applicable data protection law. In particular, KSV1870 is hereby referring to sec. 107 TKG 2003, which regulates the permissibility of sending electronic messages for purposes of direct advertisement without the recipient's prior permission.
- 10.6 Sec. 7 ECG obliges Rundfunk und Telekom Regulierungs-GmbH to keep a list, in which persons and companies can enter themselves free of charge if they do not wish to receive commercial communication by electronic means. KSV1870 shall not check the list against its database. The client shall be responsible for checking the list.
- 10.7 In compliance with sec. 151 Industrial Code (GewO 1994), KSV1870 shall check the „Robinson list“ of the Professional Association for Advertisement and Market Communication of the Austrian Federal Economic Chamber against its database prior to delivering address data. The Professional Association updates this list at least one monthly. On delivery of the data, KSV1870 shall advise the customer of the date on which the Robinson list was last checked against its database and recommend that data not be used for a period in excess of 4 weeks calculated from the date on which the information is provided. After expiration of the 4-week period, KSV1870 recommends the customer request a renewed check against the next "Robinson list" for a fee. KSV1870 shall not be responsible for the suitability, accuracy, correctness and completeness of the "Robinson list".

Valid from 25 May 2018