

## Special Terms and Conditions of STRATUM Business Development ITS SME

Date: 14.01.2017

Version: V02-00

### 1. General

- 1.1. **STRATUM Business Development ITS SME** is a SERVICE provided to CLIENTS, which are operating in the field of Intelligent Transport Systems, hereinafter referred to as "ITS". Moreover this SERVICE is only provided to companies, which are considered as Small and Medium Enterprises, hereinafter referred to as "SME" with a maximum number of 140 employees and annual turnover of < EUR 15 Million.
- 1.2. These special Terms and Conditions of the SERVICE **STRATUM Business Development ITS SME** are integral part of respective General Terms and Conditions of Stratum Traffic Engineering GmbH, hereinafter referred to as STRATUM and/or "STE-AT".
- 1.3. By signature of the CLIENT these Special Terms and Conditions are agreed.

### 2. Scope of Service

- 2.1. **STRATUM Business Development ITS SME** includes the following Services:
  - Preparation of a Business Development Strategy for TERRITORY (White Paper)
  - Preparation of a Stakeholder List
  - Visiting of potential CUSTOMERS
  - Preparation of offers in local language of the TERRITORY
  - Preparation of a draft Calculation
  - Contract negotiation with customers of the CLIENT
  - Participation at fairs & conferences on behalf of the CLIENT
- 2.2. STRATUM provides respective Sales and Business Development activities within the agreed countries, hereinafter also referred to as "TERRITORY". TERRITORY shall be agreed within a respective work order request, hereinafter referred to as "WOR by CLIENT".
- 2.3. STE-AT will, in accordance with CLIENT, prepare a respective **Business Development Strategy** regarding the TERRITORY by a so called **White Paper**. Therefore STE-AT will draft the structure of the White Paper, which needs to be approved by CLIENT. Based on the approved structure STE-AT will prepare the Business Development Strategy including a Strategy for Localized Market Communication, hereinafter also referred to as "LMC", in accordance to the overall Strategy of the CLIENT for the TERRITORY. Integral Part of the White Paper shall also be a so called Task List, as well as Stakeholder List. The Stakeholder List will support a structured approach in acquiring new CUSTOMERS of the client within

the TERRITORY for PRODUCTS and SERVICES agreed to be sold within the TERRITORY. Preparation of the Stakeholder List shall be part of provided SERVICE of **STRATUM Business Development ITS SME**.

- 2.4. The White Paper shall be a working paper providing actualized information regarding respective market segments, actual market and competitor information for the TERRITORY, whereas new releases have to be approved by the CLIENT. Moreover STE-AT will update a prepared **Stakeholder List** on a regular basis when performing Sales & Business Development activities in the TERRITORY.
- 2.5. The Stakeholder LIST shall contain potential CUSTOMERS of the client, as well as respective opinion leaders regarding agreed products and services within the TERRITORY.
- 2.6. STE-AT will prepare a LIST of marketing materials based on received materials, whereas this list will be updated regularly.
- 2.7. All visits of customers of the client and contacts with the CLIENT will be documented by respective Minutes of Meeting (MoM).

### 3. Obligations by CLIENT

- 3.1. The CLIENT is obliged to provide all necessary information regarding general strategy, products, services and previous sales and marketing activities regarding the TERRITORY.
- 3.2. The CLIENT has to provide marketing materials in local language of the TERRITORY. Therefore marketing materials shall include Product and/or Service Brochures, Data Sheets, Installation Manual and User Manual.
- 3.3. Moreover the CLIENT shall provide his webpage in local language of the TERRITORY.
- 3.4. The CLIENT will reimburse respective travel expenses upon provision of respective receipts. Car usage will be reimbursed by official km-price according Austrian Ministry of Finance in its actual level. Travel expenses have to be reimbursed by the CLIENT within 10 working days after receipt of invoice.
- 3.5. The CLIENT will provide respective sales and product training at CLIENT's site, whereas respective travel expenses shall be covered by the CLIENT.
- 3.6. In case it will be necessary to purchase respective data and/or studies from third party STE-AT's costs have to be covered by the CLIENT upon approval by the CLIENT. Thus third party studies are not included and therefore need to be reimbursed separately by the CLIENT.

#### 4. Prices

The following prices for **STRATUM Business Development ITS SME** shall apply unless respective offer has been provided by STE-AT and offer has been accepted by the CLIENT accordingly.

Description	Price
<b>STRATUM Business Development ITS SME</b> including the following performances: <ul style="list-style-type: none"> <li>▪ Draft Structure of White Paper</li> <li>▪ White Paper</li> <li>▪ Stakeholder List</li> <li>▪ Marketing List</li> <li>▪ Task List</li> <li>▪ Workshop with Client 1 day</li> <li>▪ Presentation of Business Development Strategy</li> </ul> (excluding respective costs for market studies and/or other data to be used white paper)	8,990,-
<b>Performance of Business Development (implementation of Business Development Strategy)</b> <ul style="list-style-type: none"> <li>▪ Modifications of White Paper</li> <li>▪ Visiting of potential Customers of the Client incl. Documentation</li> <li>▪ Modification of Stakeholder List</li> <li>▪ Preparation of Sales Pipeline</li> <li>▪ Preparation of Offers in Local Language of the TERRITORY</li> <li>▪ Preparation of a Draft Calculation</li> <li>▪ Contract Negotiation with Customers of the CLIENT</li> <li>▪ Participation at Fairs &amp; Conferences on behalf of the CLIENT</li> </ul>	5% of generated turnover on TERRITORY (amounts received from customers of the client excluding respective VAT)
<b>Localized Market Communication</b> (e.g. translation of marketing materials and webpage)	On request
<b>Provision of bid and/or proposal management for public tenders</b>	On request

- 4.1. All Prices are in EUR excluding VAT. Remuneration has to be paid within 10 working days upon receipt of invoice. Invoices can be submitted in electronic version as pdf file.
- 4.2. All payments shall be performed by bank transfer on the STE-AT bank account stated on invoice.
- 4.3. The price for **STRATUM Business Development ITS SME** does not include any translation of marketing material or localisation of webpage of CLIENT and translation of webpage. Moreover the package also does not include bid and/or proposal management regarding public tenders. Respective services can be provided by STE-AT, but require separate offer by STE-AT and separate order by the CLIENT.
- 4.4. The prices do not include any travelling costs.

We herewith accept the Special Terms and Conditions above

CLIENT: .....

Date: .....

Signature: .....

Name: .....