

Terms and Conditions for the Function as an Expert for the AUCTIONATA Internet Platform

1. Subject matter of the agreement

By accepting these Terms and Conditions, you can invite me to your auction as an expert. If I accept your invitation by clicking on the "Accept" button, this agreement will be deemed made. I am not obliged to accept an invitation to an auction. I can only accept invitations relating to auctions in which goods are offered that correspond to my expertise.

AUCTIONATA has accepted my application as an expert for the area of expertise indicated for my category and approved me as an expert. I have provided evidence of my knowledge in my area of expertise to ISA Auctionata Auktionen AG.

I have acknowledged the User Agreement for Auctionistas and the Privacy Policy and am bound to these. I have been briefed for my function by **AUCTIONATA**.

It is my responsibility as an expert to review the auction to which I have been invited as an expert and in which goods are offered that come under my area of expertise for breaches of the User Agreement for Auctionistas to the best of my knowledge.

I carry out my work via my online office but may also personally inspect goods live on site. The offerers of goods are obliged to permit me to inspect their goods after an appointment has been made.

2. Services of the expert

In order to fulfil the responsibilities specified in article 1, I provide the below services:

1. The expert is responsible for ensuring prior to the auction that all goods are listed in the correct category and the article descriptions are complete.
2. The expert is responsible for requesting offerers of goods to comply with the User Agreement for Auctionistas.
3. The expert is responsible for requesting offerers of goods to describe their goods more precisely.
4. I may remove goods from the auction catalogue if they do not meet the requirements of **AUCTIONATA**.
5. If I suspect that goods might not be genuine, I am obliged to remove the relevant article from the auction catalogue and inform both the customer support of **AUCTIONATA** and the offerer of the goods accordingly. Subsequently, the offerer of the goods may be requested to provide evidence of the genuineness of the offered item.
6. The expert itself does not warrant the genuineness of offered items. The offerer is solely responsible for the article descriptions.
7. In exceptional cases, the expert may inspect costly goods on site if **AUCTIONATA** has given its consent and approved that it will pay for the travel expenses in writing in advance.
8. The expert is present in the chat live during the pre-inspection and the auction itself and answers questions of bidders as far as this is possible and reasonable for it.

3. Remuneration

1. In return for my services, I receive a pro rata commission of the highest bid of the articles expertised by me in accordance with the applicable version of the table of commissions of ISA Auctionata Auktionen AG.
2. The commission becomes payable at the end of the month in which the auction has taken place.
3. **AUCTIONATA** transfers the commission on behalf of the auction host.

4. Time and place of service provision

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As an expert, I am obliged to be at the disposal of the auction host and **AUCTIONATA** as an expert during the entire preparation of the auction to which I have been invited. This means that, as soon as the auction catalogue has been completed, I must review the offered goods within the specified period of time. I can organise my time for this at my absolute discretion. If I am prevented from carrying out my work for important reasons, I must immediately inform both the relevant verified dealer&auction host and ISA Auctionata Auktionen AG about my prevention by e-mail/via the Contact-Us form.

5. Prohibitions

I am prohibited from accepting fees and/or benefits in kind and similar privileges from dealers and/or auction hosts (except for the above commission) as well as bidders and potential bidders with **AUCTIONATA** as an expert in order to remain neutral.

6. Termination of the agreement

1. I am subject to the termination rules for special functions specified in the User Agreement for Auctionistas.
2. Furthermore, the auction host and the expert agree that any termination during a running auction is waived.
3. **AUCTIONATA** is subject to the termination rules specified in the User Agreement for Auctionistas.

7. Liability

As an expert I am liable towards the host of an auction if I have failed to fulfil my duties in accordance with these Terms and Conditions due to negligence or gross negligence and thus caused a verifiable damage to the auction host, e.g. since damage claims are raised towards it.

Liability towards **AUCTIONATA** is governed by the User Agreement for Auctionistas.

8. Secrecy, data protection

1. The expert is obliged to keep secret any and all internal company information that becomes known to it in relation with its function; this particularly applies to system know-how it acquires in the course of its work for **AUCTIONATA**.
2. If confidential information is disclosed to the expert, it will solely use such for the purpose of fulfilling its responsibilities in accordance with these Terms and Conditions.
3. The expert is not authorised to process any personal data entrusted to it in relation with its function or have such processed. The expert is bound to the Privacy Policy of **AUCTIONATA**.
4. The expert will keep secret the password through which it can access its auctionista account and its online office.

9. Other claims

1. All claims of the expert towards the auction host under this agreement are deemed settled by the payment of the pro rata remuneration agreed upon in this agreement.
2. The expert is solely responsible to ensure the taxation of the remuneration.

10. Final provisions

The place of jurisdiction is the domicile of the expert (address to be indicated in the expert's user profile); conflicts between a verified dealer&auction host and the expert are governed by the applicable law at the expert's domicile.

Date: 31 January 2011