

European Garage Equipment Study

Agreement

EGEA, European Garage Equipment Association

ASA, Bundesverband der Hersteller und Importeure von Automobil-
Service Ausrüstungen e.V.

Promotec Srl/ AICA Associazione Italiana Costruttori Autoattrezzature

wolk after sales experts gmbh

LEO-impact consulting GmbH

Several handwritten signatures in blue ink are visible on the right side of the page. There are approximately five distinct signatures, some appearing to be initials or first names, and others more complex, possibly representing full names or company names.

§1 PARTIES TO THE AGREEMENT

The agreement is closed between the

- **EGEA**, European Garage Equipment Association, Boulevard de la Woluwe 42 B5, 1200 Brussels, Belgium represented by Sylvia Gotzen and Michel Vervekken,
- **ASA**, Bundesverband der Hersteller und Importeure von Automobil-Service Ausrüstungen e.V. Wettertalstr. 37, 71254 Ditzingen, Germany, represented by Klaus Burger,
- **Promotec Srl** Via Emilia 41 / B, 40011 Anzola Emilia - Bologna, Italy, the service company of **AICA Associazione Italiana Costruttori Autoattrezzature** represented by Renzo Servadei,

- Together, "the clients" - and

- **wolk after sales experts gmbh**, Friedrich-Ebert-Straße/Technologiepark, 51429 Bergisch Gladbach, Germany, represented by Helmut Wolk,
- **LEO-impact consulting GmbH**, Am Heidehof 33, 14163 Berlin, Germany, represented by Gunter von Leoprechting

- Together, "The service providers".

§2 PREAMBLE

The clients have decided to support the service providers economically as well as ideologically at the comprehensive development of the European market study for the garage Equipment.

The goal is creating of:

- A quarterly updated European market database,
- The annual reports to the overall market as well as to the market segments supplemented by general market data.

§3 TITLE OF STUDY

"The European Garage Equipment Market in Europe"

§4 LANGUAGE

This agreement and the output is taken or delivered entirely in English. Protocols, correspondence and publication of the results shall be in English language.

§5 LEGAL NATURE OF THE AGREEMENT

Against the backdrop of intense collaboration between all stakeholders, all parties have discussed at length and in detail the legal nature of this contract.

All parties agree that this contract is a service contract and explicitly no work contract.

§6 SCOPE OF SERVICES

The performance definitions to the core data of the workshop equipment industry:

- Product categories of workshop equipment for road vehicles (cars / vans, trucks / busses - all without motorcycle, rail vehicles or special vehicles such as agricultural machinery, construction machinery), and
- Covered countries (EU 28 plus NO, CH, but exclusive CY, MT, LUX),

Apply as binding offered by the service providers. (See description attached in the PowerPoint presentation in the Appendix 1).

The parties agree in the event of an extension of the performance spectrum with additional product categories, regions or types of vehicles that the additional incurred expenses shall be calculated in analogous application to this agreement underlying budget and will be coordinated by mutual agreement.

§7 OUTPUT OF THE RESEARCH ANALYSIS

Annually:

- Aftermarket structure data (annual summary for each country, available in print or as e-flipping book).
- Production and sales data (annual summary for each country, available in print or as e-flipping book).
- Only for EGEA (annual cumulative summary of the aftermarket structure- and production data for the whole of Europe).
- The annual reports appear in about April of the following year.

Per quarter:

- Production and sales data (quarterly results summary for each country on 2-4 pages, available in print or as e-flipping book).
- The quarterly reports appear one to two months after each quarter.



§8 SCHEDULE

February 2015:

Signature and common start date.

February 2015 to April 2015:

Carry out of at least 3 workshops with clients and the service providers regarding development of the questionnaire (online / offline) and definition of the final data output for a total of eight product categories.

It is mainly about the definition of the main- and subcategories but also about the ancillary services such as software, service or spare parts sales.

Also determining of a final, common definition of rules for the disclosure of confidential data, such as for example in the event that less than three (3) market participants manufacture a product for a local market, then no data publishing, etc.

Ongoing quarterly starting from first quarter 2015:

Intensive workshops regarding the data validation and data refinement

Ongoing yearly starting from first quarter 2015:

Once per year the further development of questionnaires and data structure definition.

April 2015:

Initial data query for 2014 based on the total year 2014

April / Mai 2015:

First quarter query for the quarter 1/2015, then ongoing quarterly basis.

January 2018:

Recent / last data query under this agreement.

Note: A continuation of cooperation over the agreed term here is desired by the service providers, but always requires a new contract.

§9 CO-OPERATION OF THE CONTRACTING AUTHORITY

The clients support actively the service provider during the data search or in the examination of an analysis carried out active and available for expert talks and contact switches to producing and trading companies for the purpose of data generation and validation available.

In particular, the Client shall ensure that

- Members of the client provide the data in the high quality standard, in a timely manner and according to the specification of the data query.
- EGEA will make its best efforts to ensure that at least fifteen (15) major European garage equipment production companies, as well as the member companies of AICA and ASA, provide the data in the high quality standard, in a timely manner and according to the specification of the data query.
- Customers and Service providers together form a steering committee, which coordinates and controls the whole project, in particular:
 - To define, which data exactly will be collected regularly via online and offline questionnaires,
 - To carry out the validation workshops at least semi-annually. For this purpose, the service providers are invited to the regular / irregular session of product-related working groups of EGEA.
- The secretary general of AICA (ensured by Promotec) and presidents of ASA and EGEA stand available for the preface in the annual study but also in the promotional materials.
- Logos of AICA (ensured by Promotec), ASA and EGEA can be used in promotional materials with note e.g. "kindly supported by EGEA, AICA and ASA".
- The clients inform the service provider regularly about regulatory developments at the level of the EU and individual target markets in Europe in English. This also includes the sending of newsletters to the service provider.
- The clients provide the contact details of members of national associations.
- The clients put their national association members in knowledge about the agreement and ensure that their members comply with the copy protection agreement.

§10 COSTS AND CONDITIONS

All prices are net prices excl. VAT.

The customers are jointly liable.

The rights and obligations under this agreement may be transferred by the service provider to the third parties. In particular reserve the service providers the right to transfer rights and obligations under this agreement to a subsidiary; in the event of such a transfer of all rights and obligations the clients express their consent now.

The payment terms for each year of the contract period from 2015 to 2017:

	ASA	Promotec/AICA	EGEA
Per 15 th January* 2015/2016/2017	20.000,- €	-	2.000,- €
Per 15 th April 2015/2016/2017	10.000,- €	20.000,- €	1.000,- €
Per 15 th July 2015/2016/2017	10.000,- €	10.000,- €	1.000,- €
Per 15 th October 2015/2016/2017	10.000,- €	10.000,- €	1.000,- €
Per 15 th December 2015/2016/2017	-	10.000,- €	-
Total per year	50.000,- €	50.000,- €	5.000,- €

* 2015: The invoice will be issued on 15th February

Extra benefit for clients EGEA / ASA / Promotec/AICA:

10% sales commission of all third party net sales (within them, proportionally to their financial contribution).

In case, net sales budget achieved reaches more than 150,000,- € all above will be divided 50/50 by service providers and clients (within them, proportionally to their financial contribution).

Open book sales budget - guaranteed through the service providers.

Sponsoring

Wolk / LIC keep open the possibility to find a sponsor partner for the European report.

Price list:

Customer	Price/Year	Obligation	Output
EGEA	5.000,- €	<ul style="list-style-type: none"> • 3-years contract • Support by the promotion, • Umbrella customer 	Cumulative report Europe
promotec	50.000,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery* 	Total European report for each participating company
ASA	50.000,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery* 	Total European report for each participating company
Full members of national associations outside ASA / AICA (single companies)	2.500,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery* 	Total European report
Full members of national associations outside ASA / AICA (single companies)	500,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery* 	European report for one product group or country report for all product groups
Third parties - not members of national associations (single companies)	9.900,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery** *** 	Total European report
Third parties - not members of national associations (single companies)	3.300,- €	<ul style="list-style-type: none"> • 3-years contract • Data delivery** *** 	European report for one product group or country report for all product groups

*If members of the national associations due to the nature of business or because of any other comprehensible reasons are not able to deliver the data but actively support the project – such individually checked companies are also entitled to receive the corresponding reports.

**If third parties due to the nature of business can't deliver the requested data and will not sign the 3 years contract (e.g. investment funds) – than output only print report for one year without data system entry!

***General copyright protection for third parties: If companies want to have „PDF-versions“, they have to pay per pdf additionally 10%. Printing and shipping costs are for the total European report 75 €. We deliver as soon as the payment is confirmed.

wolk after sales
experts gmbh

TechnologiePark wolk after sales experts gmbh / Leo-Impact Consulting GmbH • Internet: www.wolk-after-sales.de / www.leo-impact-consulting.de

Prinzen-Ebert-Str.
51427 Bergisch Gladbach
Tel: 02204 - 842536
Fax: 02204 - 842539

00120337

§11 PRIVACY AND DATA SHARING - COPYRIGHT

The service providers are database owners. The client and whose combined side affiliates may each use the data for internal purposes only. Disclosure to third parties is prohibited. The marketing rights in any technically feasible form are solely owned by the service providers.

Applies to press releases, publications, lectures by the clients are previously to agree with the service providers. The source has to be mentioned.

During fairs / exhibitions the clients provide, if possible and needed, the adequate space at a booth and ad space for the promotion of the study.

In return, the service providers will designate in all communication measures EGEA, ASA and Promotec/AICA as a cooperation partner (in cooperation with / courtesy of ...)

The service providers are available once per year for a free lecture. Only the travel costs for 2 persons must be assumed on the part of the specific client.

Other lectures and presentations in different countries would be handled at particularly favorable conditions:

In a day incl. arrival and departure = € 1,750 plus travel expenses.

In two days incl. arrival and departure = € 3,000 plus travel expenses.

§12 TERM AND TERMINATION, REMEDIES

This agreement enters into validation on the date of undersigning and is complete for certain time.

The clients may terminate this agreement and the obtained usage rights by the breach of an essential basis of the agreement without prejudice to any other remedy.

The right to terminate for good cause remains unaffected.

The clients may require rework of the service if service providers are responsible for significant errors and the results of the service are accordingly materially misleading. In this case, all parties shall collaborate to a consensual correction of any errors.

If the error on the part of the contractor is also found that contractors keep the law to rectify 2 times the results of the service or to create new results. The client may only

terminate the agreement only together and only without prejudice to other remedies if two attempts failed after a period of two months.

§13 JURISDICTION AND PERFORMANCE, WRITING REQUIREMENT, SEVERABILITY CLAUSE

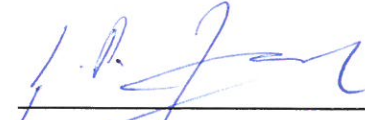
Jurisdiction and performance is Berlin / Germany.

Between the parties apply only written agreements. There no existing any other oral or written side agreements.

The written form requirement applies to all future agreements between the parties.

Severability - Renegotiation. If any term or other provision of this Agreement is determined to be invalid, illegal or incapable of being enforced by any rule or law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner.

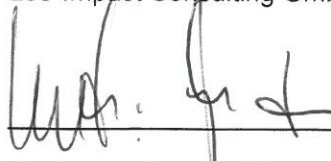
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Helmut Wolk

Place/date:


Leo-Impact Consulting GmbH,



Gunter von Leoprechting

Place/date: Brussels, 09.05.2015

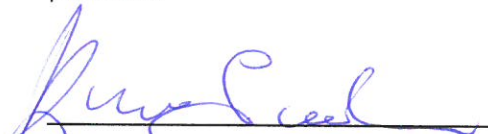
ASA



Klaus Burger

Place/date:

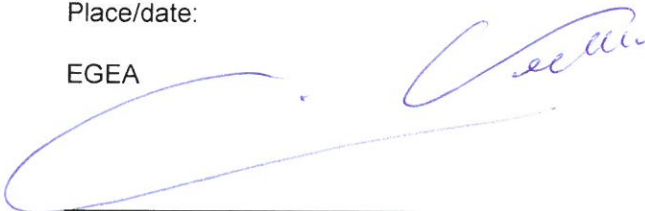
promotec



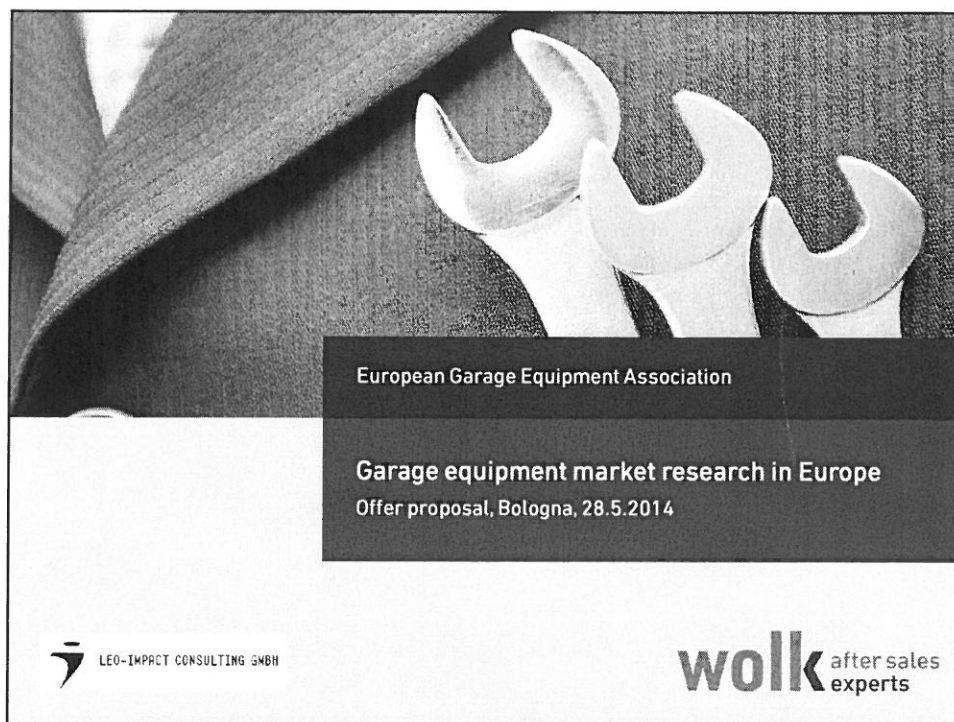
Renzo Servadei


Place/date:


EGEA



Michel Vervekken Sylvia Gotzen



 LEO-IMPACT CONSULTING GMBH



Situation

Participants:

- EGEA (at least AICA and ASA) as coordination customer
- European garage equipment manufacturers as starting customers (at least 20 full project members)

Aim:

Creation of the European Garage Equipment study for 28 EU countries.
Alternative: main European countries

Purpose:

- a) To get current political data for lobby work with decision makers in EU parliament
- b) To get in depth market analysis for daily business for project members

wolk after sales experts gmbh® and Leo-Impact Consulting GmbH have created a powerful consortium to be able to issue the inquired content of the study.

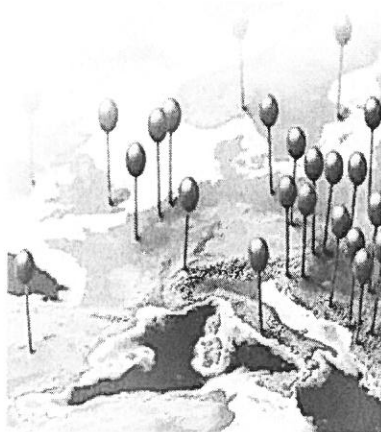
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wolk after sales experts

Date: 109800

08.03.2015

About wolk after sales experts gmbh



wolk after sales experts gmbh® (in following wolk) is a neutral information and consulting network specializing in the automotive after sales market in Europe and identified as a leading consulting company in the European aftermarket.

The core competence extends to the automotive aftermarket sales business for cars, trucks and bikes, focused on the market segments car service, car parts, accessories, tires, glass, chemicals and equipment.

In 2009 and 2012 in cooperation with FIGIEFA we have published the study about the car aftermarket in Europe for auto components.

The basis for our consulting activities build up an unique European automotive aftermarket knowledge database.

European aftermarket facts & trends

- Aftermarket expertise > 30 years
- Aftermarket network > 40 after sales experts in Europe
- European aftermarket database
- Permanent desk research/interviews
- Expert interviews with aftermarket specialists
- Calculation and evaluation of aftermarket volume
- Plausibility checks in the aftermarket distribution flow



35 countries!
3000 pages with facts & trends!
3000 company profiles!
4000 graphics & tables!
The most comprehensive analysis of the European car aftermarket

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Additional activities around the European aftermarket

Address Calculator
 Choose a country with export given. The tool will show the key to search country and number of the address.
 Take your address in each case from database.
 First address before country: **DE**
 Second address before country: **DE**
 Address in the database: **10000 and 10000**
 First address in the database: **10000 and 10000**
 Second address in the database: **10000 and 10000**
 Third address in the database: **10000 and 10000**
 Fourth address in the database: **10000 and 10000**
 Fifth address in the database: **10000 and 10000**
 Sixth address in the database: **10000 and 10000**

5 wolk after sales experts Date: 109800 08.03.2015

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Additional services around the car aftermarket report

Strategy Workshops, help to make you more familiar with new aftermarket concepts.

Potential analysis, helps managers to fix and control targets

European address database
 IAM and OES garages (about 290.000 addresses)
 Distributors (about 2.500 addresses)

Lectures & webcasts, help to prepare you for future developments.

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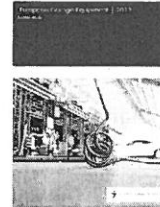
About Leo Impact Consulting

Leo-Impact Consulting GmbH is market leader in market research for garage equipment in Europe. In 2007, 2009, 2011 and 2013 Leo-Impact Consulting GmbH published the European Garage Equipment multi-client study.

This study has reached more than 30 active customers standing for more than 50% of the European market of main Garage Equipment products. Additionally, Leo-Impact Consulting researched an Eastern European Flashlight for Garage Equipment.

Leo-Impact Consulting is member of ASA (German association of garage equipment manufacturers and importers) and organized a one day conference at Automechanika / Frankfurt in 2010.

Beside its activities in the garage equipment market, Leo-Impact Consulting GmbH works in several other industries, with its core competencies strategy consulting and corporate finance consulting (mergers & acquisitions, restructuring, financing). Altogether, Leo-Impact Consulting performed more than 25 consulting assignments, out of that e.g. >10 successful distressed corporate sales, >50 rescuing/restructuring projects, CFO/board memberships, extensive seminars and writings (>200 seminars, 3 books, >100 articles). Consulting work all over Western and Eastern Europe, for US corporates, in Russia/Kazakhstan, for Indian companies



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Services in overview

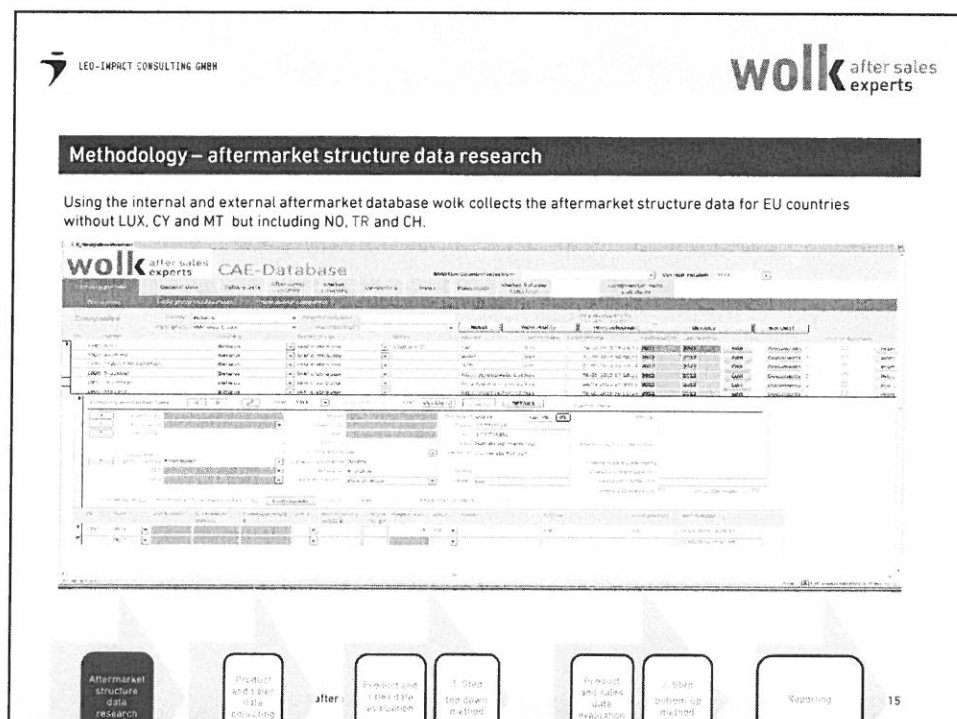
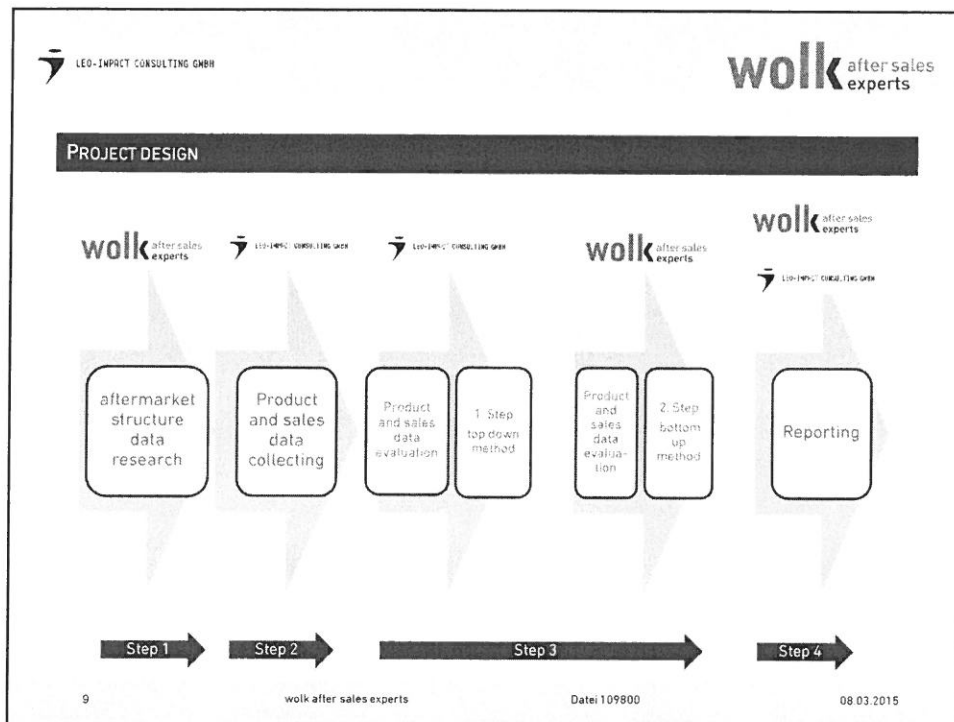
- AFTERMARKET STRUCTURE DATA (yearly)
 - Total number of registered motorcycles, PC, LCV and HDV and no. of yearly registrations
 - Number of independent repairers and average sales turnover
 - Number of authorized repairers and average sales turnover
 - Sales of spare parts and repair services (by the volume)
 - No. of licensed motorcycle, car, LCV (<3.5 t) and truck (> 3.5 t) inspection centres
 - List of garage equipment trade shows with number of exhibitors and number of visitors (no in-house exhibition)
- GARAGE EQUIPMENT PRODUCTION/SALES DATA
 - Product categories tbd. See slide below
 - Data about volume in pieces and value incl. import / export data by country and product group excluding pure labeling and low level assembling
 - Historic (start ca. Feb.2015 with historic figures 2014 data), current plus expectation (start ca. Apr.2015 with current figures 1Q 2015 and forecast for following Quarter 2015) Revolving procedure per quarter.


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Methodology - production and sales data collecting

LIC and wolk create the online tool for the project participants.

LIC and wolk establish the internet access collection system for in depth market information feedback to all data providing parties. They provide a database with internet access functionality and security routines.

Wolk and LIC develop the questionnaire for members and sub members of the national associations. The aim is to get the information for market volume calculation for each country.

Users will be asked to provide following data for each product group in such way that business secrets are kept and are not published:

- Production data incl. labeling information (number and EUR)
- Sales data (number and EUR)
- Export data by country (number and EUR)
- IAM/OES activities
- Tbd. (i.e. service, spare parts, software sales etc.)

Assistance of the customers:
EGEA (and at least ASA/AICA) organize all 20 full project members to provide data on a quarterly basis, help the consultants with double and cross checking information. Plus, EGEA and sub-associations help all of their members to provide data into the data entry system

Aftermarket structure data research

Product and sales data collecting

after

Product and sales data evaluation


1. Step top down method

Product and sales data evaluation


2. Step bottom up method

Reporting

015



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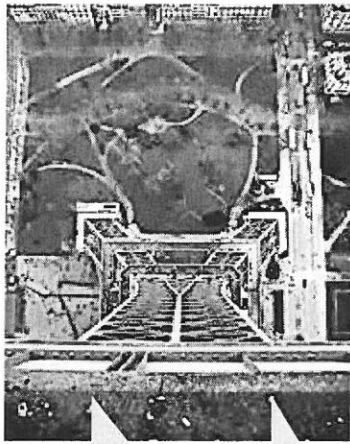
Methodology - production and sales data evaluation

A. Top-Down Evaluation

Leo-Impact is able to judge on the basis of four studies published in the past which additional manufacturers within and outside these 27 countries are necessary to be asked, if they deliver data, too, and ask them to participate through their national associations or as single user.

Adding provided data plus cross check hypothesis, Leo-Impact will perform interview routines with few remaining manufacturers that may not cooperate with the database system.

Users will receive access to summarized information on a quarterly basis derived from the database.



Aftermarket structure data research

Product and sales data collecting

after

Product and sales data evaluation

1. Step top down method

Product and sales data evaluation

2. Step bottom up method

Reporting

015

Methodology - production and sales data evaluation

B. Bottom-Up Evaluation

Aftermarket checking tool at the distribution and retail / repair level

Wolk is able to judge basing on the after sales information system, if data provided may be logic or not.

We provide a cross checking tool of sales per country at level of wholesalers and repairers throughout all European countries.

The cross checking tool build up the distribution flow in each country from the national distribution/importer level up to the repairer level.

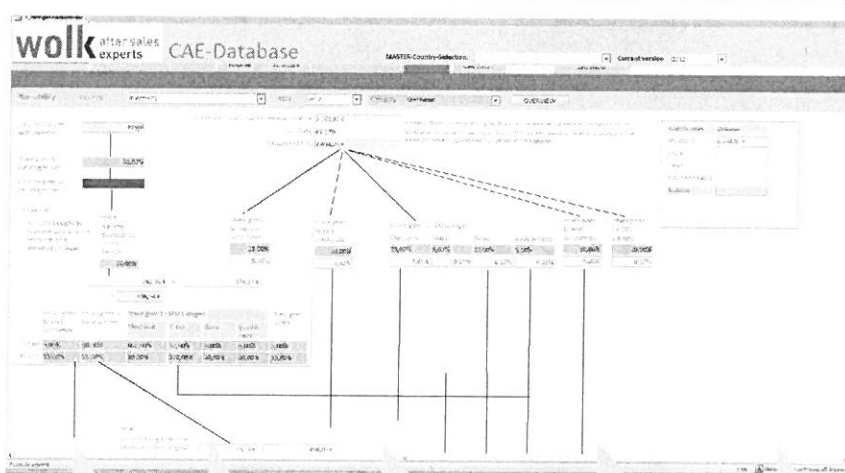
Additionally we will carry out expert interviews with important market participants such as parts distributors and /or service chains in each country to be sure that initial data input is correct.

We propose 7-10 interviews in the volume countries and 3-5 interviews in the smaller countries.

Together with Leo-Impact all data will be corrected on a quarterly scheme.



Methodology - production and sales data evaluation - Example



Reasons for necessity of both research / evaluation methods



"Information is needed. Where it was missing, there is no vacuum, as do a lot more rumors and misunderstandings."

Hans Christian Altmann, German publicist

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Datei 109800

08.03.2015

Reporting / Output

Aftermarket structure data:

Databook form for single country as well as cumulative report for total Europe. Available as print version or E-Book.

Production/ sales data

Double checked data exported from the database per single country by internet access on a quarterly basis.

Brief comments 2-4 pages on a quarterly basis, yearly summary 4-6 pages available as print version or E-Book

The data exchange between the members and sub members is strictly forbidden. All right reserved under the international copyright law.

Aftermarket
structureProduct
and sales

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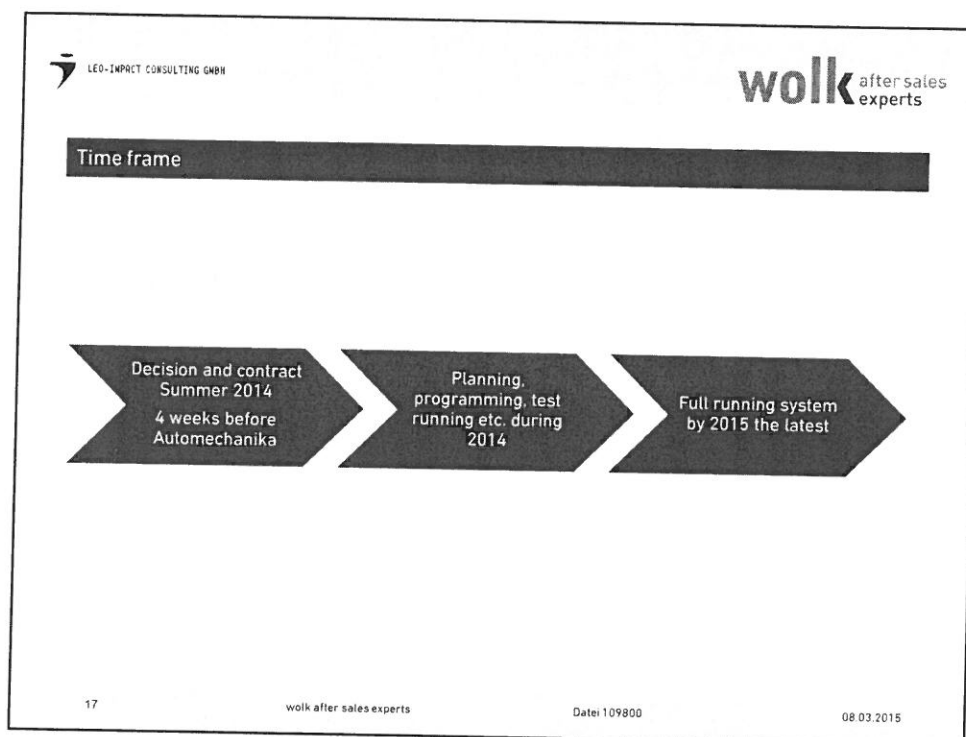
Product and

1. Step

Product
and sales

2. Step

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Total calculation 8 product groups

As joint venture Leo-Impact and Wolk net costs per year are calculated as follows with a minimum of:

Service description	Price
Aftermarket structure data (related data 2014)	20.000 €
Internet access collection system + top down cross checking	40.000 €
Aftermarket checking tool at the distribution and repair level + bottom up cross checking	35.000 €
Sales and acquisition	10.000 €
Total	105.000 €

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Calculation – payment proposal

Customer	Price/Year	Obligation	Output
EGEA	5.000,- €	•3-years contract •Support by the promotion, •Umbrella customer	Cumulative report Europe
AICA	50.000,- €	•3-years contract •AICA guarantees to organize its members •Data delivery	Total European report for each participating company
ASA	50.000,- €	•3-years contract •Data delivery	Total European report for each participating company
Full members of national associations outside ASA / AICA (single companies)	2.500,- €**	•3-years contract •Data delivery	Total European report
Full members of national associations outside ASA / AICA (single companies)	500,- €**	•3-years contract •Data delivery	European report for one product group or country report for all product groups
Third parties - not members of national associations (single companies)	9.900,- €**	•3-years contract •Data delivery	Total European report*
Third parties - not members of national associations (single companies)	3.300,- €**	•3-years contract •Data delivery	European report for one product group or country report for all product groups*

*If the company by the nature of business can't deliver the data and will not sign the 3 years contract (e.g. investment funds) – then: output only print report for one year without data system access!
**For copyright protection: If companies want to have „PDF-versions“ they have to pay per pdf additionally 10% Printing and shipping costs are for the total European report 75 € We deliver as soon as the payment is confirmed.

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Date: 109800

08.03.2015

Proposal: Selected product groups

Service description	Yes	No
Air Conditioning Service Equipment	X	
Battery Testing & Charging		X
Body Repair & Refinishing		X
Brake Testers and Test Lines	X	
Motor and Vehicle Diagnostics	X	
Gas Analyser	X	
Exhaust Gas Extraction		X
Vehicle Lifts	X	
Car Washing	X	
Wheel Alignment	X	
Tyre Changers / Wheel Balancing	X	(together with AICA, only)
Others, like for example Light Adjusting, Dynanometers		X

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Date: 109800

08.03.2015

Calculation – payment proposal

Extra benefit for leading customers EGEA /ASA /AICA:

- 10% sales commission of all third party net sales.
- In case, net sales budget achieved reaches more than 150.000,- € all above will be divided 50/50 supplier / leading customers (within them, proportionally)
- Open book sales budget - guarantees through the supplier LIC/wolk

Sponsoring

Wolk/LIC keep open the possibility to find sponsor partners for the European report.

Marketing

Wolk/LIC are alone marketer of the report.

Contact

We hope that this offer meets your expectation. For any further questions please contact us:

wolk after sales
experts

 LEO-IMPACT CONSULTING GMBH

Zoran Nikolic
wolk after sales experts gmbh

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Friedrich-Ebert-Strasse
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zoran.nikolic@wolk-aftersales.de
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