

General Terms of Business of TechProtect GmbH

- Hereinafter referred to as the "contractor" -

As at: 12 November 2010

1. General remarks

1.1. Legal form of the company

The contractor is a limited liability company in accordance with the German Limited Liability Companies Act, and has been entered into the Commercial Register of the Stuttgart district court with the number, HRB 245394.

1.2. Liability

TechProtect GmbH has a commercial liability insurance policy with Hiscox AG, of Oberanger 28, 80331 Munich. The territorial scope of that policy comprises the whole of Europe.

2. Scope

The General Terms of Business ("AGBs") shown below apply to all the contracts made between the contractor and its clients. The AGBs form the basis of all the services provided and proposals made by the contractor, and they will also apply to all future business relations, even if no express agreements are made about them subsequently. Any terms of business that differ or are additional will only form the content of contracts if they have been expressly agreed in writing beforehand. Any changes and/or additions that are made to these AGBs must be clearly marked with reference to the relevant provisions below.

3. Project and service description

The contractor provides marketing services. These AGBs, the proposal and the description of the project in question, as well as the services to be rendered and the relevant prices, will form the contract that is concluded between the contractor and the client.

4. Execution of the contract

The contractor's services will be furnished for the purpose of supporting the client in the execution of its project (Point 3). In the execution of the project, the contractor will adhere to each of the client's specifications. For its part, the client will supply all the data that are required in order for the project to be completed successfully, with a view to collaborating with the contractor in a trustworthy manner.

Depending on the nature of the project, the contractor will determine the way in which it is to be carried out.

In particular, the contractor will use its discretion to decide which members of its staff it will deploy to complete the relevant tasks, and reserves the right to replace staff at any time.

The contractor can deploy independent subcontractors to provide its services, whereby it will always be directly obligated to the client.

5. Prices and payment conditions

All the prices that have been contractually agreed are taken to be net prices. If stipulated by legislation, the VAT that relates to them at the time when the service is rendered will be payable at the statutory rate. The contractor will show the latter separately in the relevant invoice. However, if the parties have agreed a net price but the tax authorities, upon examining the VAT return, conclude that VAT is payable on the service in question, the contractor will correct the invoice by making a written declaration to the client, and will demand the VAT from the latter.

Unless agreed otherwise in an individual contract, the sums owed will be payable by the client within 30 days from the time of invoicing. After said period of time has elapsed, the client will be deemed to be in arrears. From this time onwards, the contractor will be entitled to its statutory rights.

From the time when the client falls into arrears, the contractor [will be] entitled to charge interest at a rate of 8.0 percentage points above the base rate as a lump-sum indemnity. The contractor will be entitled to furnish proof of greater loss. The same will apply if the contractor passes on costs and fees to clients which, themselves, are invoiced for as part of the fulfilment of the contract by third parties.

6. Dates and deadlines

Deadlines for the provision of services are binding if they have been specified as binding in writing by mutual agreement between the client and the contractor in individual cases, and, otherwise, all dates and deadlines will be non-binding.

If failure to meet a deadline is attributable to an unforeseeable event that was beyond the contractor's control, the period in question will be extended by a reasonable length of time.

Delays in delivery that occur as a result of the provision of information and/or documents that are incomplete or delayed, or that have subsequently been altered, cannot cause delay on the part of the contractor.

In an instance of delay on the part of the contractor, after the passing of a reasonable subsequent deadline that has been set for it to no avail, the client will be entitled to cancel the contract without notice, to the exclusion of all other rights.

Any indemnity claims asserted by the client on account of the delayed provision of goods or services will be limited, for the period of the delay for every complete week, to 0.5 %, up to a maximum of 5 % of the initial value that is affected by the delay. This will settle all indemnity claims asserted on account of delay or impossibility of provision.

This will not apply if, in cases of deliberate acts or gross negligence, mandatory liability attaches.

Partial services that have been furnished by the contractor under the contract in question, up until cancellation, will be paid for in full by the client.

7. Retention of ownership

Services, goods that are delivered and rights of use will remain the property of the contractor up until they have been paid for in full by the client.

8. The client's cooperation

The client will support the contractor to the extent required in the provision of services. Notably, it will supply the information required for the provision of said services by the relevant deadlines.

If the client fails to cooperate by not providing a relevant service or not providing it by the appropriate deadline or in the manner agreed, it will bear the costs thus arising (e.g. on account of delays, increased expenditure etc.).

9. IT provisions

For the execution of the project contract, data will be transferred by means of electronic data processing. To this end, the contracting parties are coordinating their IT systems with each other appropriately.

If, during the term of the contract, one of the contracting parties demands that changes be made to the data transfer or processing procedures that require a change in the software or hardware of the other contracting party's IT system, the costs thus incurred will be borne by the contracting party who demands that change.

Each party undertakes to install a security system (a "firewall") that is capable of preventing unauthorised, external third parties from gaining access to their data.

10. Data protection

The contractor will only use the customer data transferred by the client for the performance of the agreed service that emanates from Point 3, and, when using personal data in connection with market research and opinion surveys conducted for the client, the contractor undertakes to obtain the consent of the persons concerned to the use of their data for these purposes, and to inform the latter of their right to object to said use according to § 28 Para. 4 Subpara. 2 2.HS Federal Data Protection Act.

The contractor will ensure that, at any time, the client can give the persons affected by the market research and opinion survey activities information according to § 34 Para.1 Federal Data Protection Act.

The contractor is entitled to store in a central database personal data relating to natural or legal persons that the client discloses, with a view to the purpose of the contract as stated in Point 3, for processing and use. The contractor confirms that it meets the legal requirements that permit such processing and use.

10.1. Processing of order data

a) Obligations of the client

The client will be responsible for assessing the admissibility of the data processing procedures, and for safeguarding the rights of the persons affected. The contractor will cooperate in the safeguarding of the rights of the persons affected according to that which is stated in these General Terms of Business.

The client will place all orders and partial orders in writing. Any changes that are to be made to the subject-matter of the processing operations, and any changes to be made to procedures, must be mutually agreed by the parties. The client will be entitled to issue instructions as to the nature and scope of, and procedures relating to the data processing operations. Instructions given orally must be confirmed in writing immediately.

b) Obligations of the contractor

If the data processing commissioned in accordance with § 11 Federal Data Protection Act forms the subject of the instruction, and, in this connection, the client discloses information about natural persons, groups of persons or legal persons who have been or can be identified (personal data), the contractor undertakes to meet the requirements of § 11 Federal Data Protection Act.

The contractor and the client will agree in writing upon the subject-matter and duration of the order and the scope, nature and purpose of the collection, processing and use of the data, the nature of the data and the group of persons affected by the use of the personal data. The contractor and the client will be responsible for compliance with each of the data protection laws that apply to them as concerns personal data.

The contractor undertakes only to process and use personal data in the context of the instructions given by the client. Instructions can also include the correction, deletion and blocking of said personal data. The subject-matter of the instructions will be agreed in writing.

The provisions of this Agreement will not prevent the contracting parties from introducing further measures that are necessary and appropriate for compliance with applicable data protection provisions. The contractor is obliged to ensure that adequate technical and organisational measures are introduced in accordance with § 9 Federal Data Protection Act for the protection of the personal data.

The staff of the contractor who are entrusted with the processing of personal data will be obligated to data secrecy in accordance with § 5 Federal Data Protection Act.

If the contractor gives orders to subcontractors, the contractor will be obliged to transfer its obligations such as they arise out of the contract concerned to said subcontractor. This will apply, in particular, to requirements relating to confidentiality, data protection and data security that operate between the parties to that contract.

10.2. Deletion of data

After the order has ended and after the contract has been completed in full, the personal data that have been stored by the contractor will be blocked and deleted and, following the elapsing of the period to which the regulations of tax and commercial law relate, if the persons [sic] affected by the collection of the personal data have not expressly consented to a more extensive use of the data.

11. Liability

For the liability of the contractor and the personal liability of its staff and vicarious agents, including its subsidiaries and other affiliated companies – regardless of the legal basis of same – the following liability provisions will apply:

The contractor will be liable for bodily injury and property damage losses it has culpably caused, for lump sums of up to 1 million euros, and for financial losses for sums of up to

100,000 euros per loss event; per year, the maximum will be twice this amount. Insofar as this is permissible, the contractor will not be liable for loss of turnover, lost profit, incidental losses or indirect or consequential losses. These liability restrictions will not apply to losses that have been caused deliberately or through gross negligence.

The client is obliged immediately to inform the contractor of, or allow it to record, instances of damage and losses for which it is to be held liable. Indemnity claims asserted against the contractor, its subsidiaries and companies that are otherwise affiliated to it, as well as its staff and vicarious agents, will become time-barred within one year from the time when the event causing the loss occurs.

12. Confidentiality

In connection with discussions concerning joint projects, the contracting parties will supply each other with confidential information, in particular, but not exclusively, information relating to products, unit quantities, customers, suppliers, operating processes, outcomes of operations and management procedures. The contracting parties mutually undertake to maintain secrecy concerning all the knowledge of confidential information and trade secrets owned by the other contracting party that has been acquired in the fulfilment of the contract, and during their collaboration with each other, and, for the term of the contract and after it has ended, not to exploit or use it or make it accessible to third parties without the prior written consent of the party who is affected. This information can only be used in the execution of that contract.

The secrecy obligation will not apply to confidential information or trade secrets that demonstrably

- (a) were already known at the time of disclosure, or become known after that time, without a contributory factor in their being made known being failure to comply with the above provisions,
- (b) are expressly disclosed by one of the contracting parties on a non-confidential basis,
- (c) were already in the legitimate possession of the other contracting party before being disclosed, or
- (d) are subsequently disclosed to it by a third party without any breach of a secrecy obligation.

The contracting parties will obligate their staff and vicarious agents accordingly.

The obligations described above will continue to apply to both contracting parties after the contract has ended for a further three (3) years, counting from the end of its term.

Confidential documents will remain the property of the party who has supplied them to the other contracting party. When the contract ends, the contracting parties undertake to hand back the documents that have been received, including any copies that have been made, as soon as they are required to do so by the other contracting party.

13. Right of use

The client will acquire a non-exclusive, non-transferable right to use the contractor's services such as they emanate from the contract; it may only use the outcomes of the services rendered by the contractor under the contract for its own internal operational purposes, and may not pass them on to third parties or publish them without the prior written permission of the contractor. Any rights of use that are more extensive than this will rest with the contractor.

14. Entitlement to be mentioned

The contractor is entitled to be mentioned in all the advertising media and advertising campaigns that relate to the fulfilment of the service forming the subject of the contract, without the client's being entitled to remuneration for this.

15. Ending and cancellation of contracts

Contracts that are not limited in time can be cancelled in writing, with a notice period of three (3) months, at the end of a quarter.

Contracts that are limited in time can only be cancelled by either party before their term has elapsed for a grave and weighty reason. "A grave and weighty reason" exists, in particular, if the other party has failed to meet its material contractual obligations – in addition, where a reasonable subsequent deadline for doing so has been set.

If the client cancels the contract for a grave and weighty reason for which the contractor is responsible, the services rendered hitherto will be remunerated for as contractually agreed.

If the client cancels the contract without a grave and weighty reason and the contractor accepts the cancellation, the contractor will retain the full claim to remuneration that is still outstanding or anticipated for the complete project, reduced by the amount of the expenditure saved.

If the contractor cancels the contract for a grave and weighty reason for which the client is responsible, the contractor will retain – over and above the remuneration mentioned in Paragraph 4 - 35% of the remuneration agreed for the services that have not yet been rendered as a lump sum for the preparation of these services.

16. Final provisions

- 16.1. Any verbal ancillary agreements that are made will only form a constituent part of the agreement between the parties if they are confirmed in writing.
- 16.2. Contracts concluded between the contractor and the client, and any changes or additions that are made to them, must be effected in writing. This will also apply to any agreement through which the contracting parties waive the written form requirement.
- 16.3. If parts of a given individual contract or of these General Terms of Business are or become ineffective, the other provisions will not be affected thereby. The contracting parties undertake to replace the ineffective or invalid parts with legitimate provisions that are the equivalent in commercial terms, which correspond as closely as possible to the commercial objective being pursued in the ineffective provisions.

- 16.4. The law of the Federal Republic of Germany will apply exclusively. The place of jurisdiction for any disputes that arise in connection with the execution of the individual contracts will be Böblingen.