

ABD Business Center GmbH & Co. KG - GENERAL BUSINESS TERMS (TRANSLATION)

I. SCOPE OF SERVICE

The "Bureau + Service Enterprise" (giver) renders its services to the receiver on the basis of an agreement made between both parties. Besides of the clauses stipulated in the contract the following General Business Terms shall constitute part of the agreement.

II. TERMS OF PAYMENT

1. Bail:

Receiver deposits a bail amounting to the agreed fees for the first 3 months. Should more service be received or the monthly fee would have to be increased, the bail will be adjusted accordingly. No interest is paid on the bail. Upon termination of the agreement the giver has to return the bail to the receiver, provided all due payments have been effected by the latter. Giver's duty to perform services only starts upon receipt of the bail from the receiver.

2. Fees:

All payments and fees will become due monthly and in advance. They have to be credited to the giver's bank account not later than on the 3rd working day of the current month. Surplus performances and disbursements will be separately invoiced at the end of every month.

All prices stated are to be understood, unless otherwise agreed, excl. MWSt. (=Value added Tax). Payment is agreed to become due immediately upon receipt of invoice net cash without any deduction. The agreed payments and fees become due irrespectively of the fact, whether all services agreed between both parties have been requested by the receiver. In case of non-receipt of the agreed payment in time giver is entitled to discontinue his performance immediately.

3. Retention of Set-Off Right:

Receiver is entitled to set off against counterclaims only if those either have expressly been accepted by the giver or if they are unappealable. The same applies for receiver's eventual right of retention.

III. DURATION OF CONTRACT, NOTICE

1. Period of notice

After the minimum duration period and unless otherwise agreed, both parties can end the agreement by written notice 3 months before the end of a quarter, irrespectively of either party's right of immediate dismissal for exceptional reasons.

If in the case of contract termination the last contract day is on a weekend or public holiday the last preceding working day is the date when the contract is ending. The office/s let to receiver under this contract must be returned to giver until 4 p. m. of the day when the contract is ending.

2. Return

Upon termination of contract giver obliges to return all papers committed to him by the receiver, provided the latter has met his contractual obligations. Giver has no obligation to store receiver's property after termination of contract. Should receiver, in spite of corresponding request, fail to collect his goods or even refuse to accept them, the giver is entitled to destroy them. All relevant costs involved are to be borne by receiver. This is also valid if special renovation or cleaning is necessary.

3. Termination without notice

Should receiver fail to effect due payments in two consecutive months, then giver is entitled to terminate the agreement with immediate effect granting to the receiver an extension of one week. In such case receiver is obliged to pay the giver an indemnification in the amount of the agreed fees due for the period until regular termination. Receiver is free to prove less damage to the giver. Giver's further claims remain unaffected.

IV. GIVER'S SPECIAL OBLIGATIONS

Giver obliges to treat all information he might receive when working for the receiver as strictly confidential and will forward same to third parties only upon instructions of the receiver.

V. RECEIVER'S SPECIAL OBLIGATIONS

1. Obligation to notify

Receiver obliges to inform giver immediately about any alteration or extension of his activities listed in the mutual agreement. Receiver will carefully handle those rooms and equipment which giver places at his disposal. He moreover will respect those restrictions which a lease contract might impose to the giver.

2. No usage of business address after termination of contract
Upon termination of the agreement receiver will not use giver's business address etc. any longer. The respective indications on letterheads etc. have to be obliterated; alternatively such printed matter has to be replaced.

Upon giver's request receiver has to put down any instructions or messages for onward transmission in writing.

3. Obligation to notify

Should the agreement be terminated upon receiver's notice, he will see to it that all his business contracts who might call on giver's address even after termination of the agreement, be informed so early that availment of giver after the end of the agreed cooperation period is being avoided. Should receiver fail to undertake the necessary steps he shall be liable to indemnify the giver for the mutually agreed fees as long as such availment exists.

VI. GIVER'S SPECIAL RIGHTS

1. Scope of services, compensation

Giver is responsible neither for the modus nor for the content of those performances which he is rendering in the name and on behalf of the receiver.

In case of legal availment of the giver according to penal, civil or public code receiver is liable for full compensation to giver, his employees and free-lance cooperators. Neither giver's rooms nor his address, telephone, tele-communication or other equipment may be used for production, multiplication or transmission of illegal or pornographic material and publications or for illegal, fraudulent or infamous purposes.

By no means will giver be responsible towards third parties for the content of letters, telexes, telephone messages, information or actions carried out upon receiver's instructions and on his behalf.

2. Right of refusal of giver

Perishable, noxious, rotten, dangerous or excessively voluminous materials must not be delivered to giver's office address. Giver will not be responsible for onward transport of such materials nor will he accept same.

VII. GIVER'S LIABILITY

1. General

Giver excludes liability for ## negligent default? Of duty., as laong as damage of life, body, of health is not concerned. Unaffected remain liability for the neglect of duty, performance of which enable the orderly implementation of the contract and of on which giver can rely upon regularly. The same applies for assistants of giver.

2. Limitation of liability

Giver will compensate receiver for any damage which latter might suffer on account of malicious or grossly negligent default or duty. The liability for simple negligence is limited to a max. amount of Euro 50.000 per case.

Giver cannot be held responsible for damage resulting to the receiver if the latter should have failed to meet his contractual obligations.

Giver cannot be held responsible for

a) interruption of the agreed services due to extraordinary circumstances, such as war, strike, lockouts, breakdowns beyond our control or force majeure,

b) transmission mistakes due to misunderstanding between those persons who give and receive information, with regard to the content of such information,

c) any delay in the transmission of messages caused beyond giver's control, e. g. on account of non-perfect operation of the devices owned by Deutsche Bundespost or other foreign entities.

Receiver obliges to inform giver immediately upon getting knowledge of any damage for which he might want to hold giver responsible.

Any request for indemnification on account of contractual or pre-contractual default of duty on giver's side will superannuate within two years from the date of the mistake which has led to the damage.

VII. COLLATERAL COVENANTS

All agreements referring to the contractual relationship between giver and receiver have to be laid down in writing. Verbal agreements are not valid.

VIII. JURISDICTION

German law applies. The „Allgemeine Geschäftsbedingungen“ in German language, of which this is a translation only, are basis for overleaf agreement.

IX. COURT OF JURISDICTION

In case receiver is merchant the exclusive court of jurisdiction is agreed upon to be Dusseldorf.