

// General Terms and Conditions for FNT GmbH's IT Services

1. Scope of Application

1.1.

These General Terms and Conditions (hereinafter referred to as „GT&Cs“ of FNT GmbH and its affiliated companies (hereinafter referred to as „FNT“) apply to all services on the basis of an individual contract between FNT and the principal (hereinafter referred to as „Customer“).

Affiliated companies under this GT&Cs means any entity controlled by or under common control with FNT GmbH. The Term control means ownership, directly or indirectly, of equity securities entitling it to exercise in the aggregate equal of more than 50 % of the voting power of the entity in question.

Services can be commissioned, in particular

- IT consulting
- Training
- Support with managing projects (project management)
- Support with installing, configuring and implementing software
- Support with migration projects and/or data acquisition
- Support with developing and adapting software (software programming)
- Support with running software

1.2.

The Customer can commission FNT to support the Customer with software programming. Software programming is when software, program modules, tools etc. are developed for the Customer's requirements. This also includes adapting standard

or custom software at the level of the source code. Software programming is undertaken by supporting the Customer in close communication with the Customer applying an iterative and incremental approach (agile software development). FNT carries out quality assurance only if this has been agreed as part of the support work. Software is supplied in its object code, not in sourcecode.

1.3.

FNT's offers and price lists are not binding so long as they have not been incorporated into the terms of a contractual agreement or of an offer made by FNT to the Customer marked as binding. Dates and deadlines are not binding unless they have been expressly marked as binding

1.4.

Contracts are formed by an offer and acceptance subject to the application of these GT&Cs. Offers made by FNT to the Customer are binding for a period of 21 days unless otherwise stipulated in the offer. If a Customer accepts the offer within the period during which FNT is bound (in writing, by facsimile or by e-mail), the contract shall be formed subject to the application of these GT&Cs.

1.5.

The Customer shall bear the project responsibility and overall responsibility for the results. FNT shall support the Customer with its project.

1.6.

If the parties have agreed special conditions, said special conditions shall not apply to any simultaneously ongoing or future contractual relations with the Customer unless expressly otherwise agreed.

1.7.

FNT shall be entitled to use third parties to render its services, either in whole or in part.

1.8.

Unless otherwise agreed, the incorporation of the Customer's own terms and conditions is hereby rejected. These GT&Cs shall also apply exclusively if FNT carries out the delivery to the Customer without reservation despite being aware of terms and conditions of the Customer, which are contrary to or at variance with these Terms and Conditions.

1.9.

In the event of any conflict the provision in the individual contract shall take precedence over the respective provision in these GT&Cs.

2. Customer's Duties and Obligations

2.1.

The Customer shall provide the cooperation services agreed in these GT&Cs and in the contract. These include in particular the provision of infrastructure, personnel, technical equipment, documents, organisational support necessary for performance of the contract and the appointment of a project manager at the Customer. The Customer shall provide FNT with the data and information required in a timely manner and to a sufficient extent.

2.2.

The Customer shall use all reasonable efforts and perform the tasks and provide the materials incumbent upon him and agreed in such a timely manner that the progress of the project is not impaired. FNT shall be entitled to use expert employees of the Customer for performance of the contract. The qualified employees shall be chosen by agreement with the Customer.

2.3.

If the agreed obligations are not fulfilled FNT shall not be in default of timely performance (in Verzug) in the period from the date of the breach until it is cured. FNT can set a reasonable deadline for performance and after said deadline has expired to no avail can terminate the contract and demand damages. Alternatively, FNT can itself carry out the actions owed by the Customer or have them carried out by a third party at the Customer's cost. FNT shall receive remuneration for the expense incurred due to the time shift, in particular the lost time incurred by FNT, and shall do so in accordance with the hourly rates agreed in the contract or – if no hourly rates are

stipulated therein – according to its price list, even if FNT approved a new time schedule. The other claims in the event of any failure to perform the cooperation services shall remain unaffected.

2.4.

It is incumbent upon the Customer to make proper data backups.

3. Remuneration

3.1.

FNT's price list applicable at the time the contract was concluded shall apply. Prices are net prices in euros and are stated subject to the statutory value added tax.

3.2.

Unless otherwise agreed, the invoice amount must be paid without deduction 14 days after the date of the invoice. Unless otherwise agreed, FNT shall issue invoices in arrears.

3.3.

Any cost-based fee agreed in the individual contract shall be the remuneration for the time spent for the contractual services. Unless otherwise agreed, if a daily rate has been agreed a maximum of eight hours of service per day are owed. If more than eight hours per day are worked they shall be charged separately pro rata. If an hourly rate has been agreed, started hours shall be remunerated as full hours.

3.4.

Any at-rate charge agreed in the contract shall be the remuneration for all contractual services. The at-rate charge shall be paid by means of the advance payments agreed in the contract. Said payments shall be due upon the deadlines agreed in the contract.

3.5.

Travel time, travel costs and expenses shall be accounted for separately. The time for travelling there and back shall be remunerated at a rate of 50% of the hourly rate agreed in the individual contract.

3.6.

Unless otherwise agreed, any preliminary work such as preparing cost estimates, specifications of services (Leistungsverzeichnisse), design documents, specifications (specifications of requirements (Pflichtenheft)), requested by the Customer must be agreed and remunerated separately.

3.7.

FNT reserves the right to increase the remuneration agreed in an individual contract in accordance with any increases in costs that have arisen, however no earlier than after the expiry of four months following conclusion of the respective individual

contract. Any such increase shall enter into force at the earliest three months following the expiry of the month in which FNT gave notice of the change. If the increase is more than 5% of the agreed remuneration calculated over a period of 12 months, in the case of recurring services 5% of the annual remuneration, the Customer shall have the right to terminate the respective individual contract in writing with one month's notice with effect from the date on which the new charge entered into force. FNT shall have a right to be remunerated for the services rendered by reason of the contract up until the termination becomes effective.

3.8.

In the event of any failure to pay on the due date FNT shall have a claim to default interest in the amount of 10 percentage points above the base interest rate from time to time. This is without prejudice to FNT's other statutory rights in the event of any failure by the Customer to make payment by the due date. If receivables are overdue, payments received shall first be applied against any costs and interest, then against the oldest receivable.

4. Change Requests

4.1.

After the contract has been concluded the Customer can in writing demand changes to the scope of performance within the ambit of FNT's ability to perform unless said changes are unreasonable for FNT.

4.2.

FNT must review the Customer's change request and notify the Customer within 10 calendar days whether the change request is unreasonable for FNT or requires an extensive review and must submit a corresponding offer to review the change request with the price it envisages. The Customer shall either commission or reject the review in writing within 10 calendar days.

4.3.

If FNT has neither rejected the change as being unreasonable nor requested to be commissioned to carry out a review pursuant to Clause 4.2 FNT must submit to the Customer an offer to realise the change together with the effects on existing contractual agreements (e.g. period for performance, dates and deadlines, remuneration).

4.4.

The Customer shall accept or reject FNT's offer to realise the change within the period during which FNT is bound by its offer. When the offerer is accepted, the offered changes to the performance are commissioned and the contractual changes contained in the offer become binding.

4.5.

If the Customer's change request does not affect the existing contractual agreements (e.g. period for performance, dates and deadlines, remuneration) FNT shall notify the Customer thereof in writing within the 10 day period pursuant to Clause 4.2. The Customer and FNT shall then bindingly lay down the desired changes to the performance and shall make the necessary adjustments to the originally existing contractual agreements without undue delay.

4.6.

The Customer and FNT can demand that the work affected by the change request be interrupted until the necessary adjustment to the contractual agreements has been made.

4.7.

If the necessary adjustment to the contractual agreements is not made within 14 calendar days following receipt of the change request the work shall be continued on the basis of the originally existing contractual agreements. The performance deadlines shall be increased by the number of calendar days, on which the work was interrupted as a consequence of the change request or its review. FNT can, for the duration of the interruption, demand the agreed remuneration as well as the corresponding increase of any agreed upper limit or the corresponding increase in an agreed fixed price if and to the extent that it or the employees affected by the interruption and could not be employed elsewhere and the Customer was notified of this in writing.

5. Rights to Use the Work Results

Unless otherwise agreed in the individual contract, upon full payment of the remuneration agreed in the contract FNT grants the Customer the non-exclusive right to use the work results (results of the services and development results) produced under the contract to the extent that this ensues from the contract's purpose and field of application, which right is unlimited in terms of geography and time. Unless expressly otherwise provided in the individual contract the Customer is not granted any adaptation rights.

6. Liability

The following provisions shall apply to all contractual and statutory claims by the Customer for damages and for compensation for expenses, including any such claims in tort, against FNT for breaches of duty by FNT or one of its vicarious agents:

6.1.

In the event of a negligent breach of any material contractual obligation the liability shall be limited to compensation for the average loss that typically occurs and was foreseeable at

the time the contract was concluded. Material contractual obligations are obligations, which - according to the terms of the contract - the contract imposes on FNT to achieve the purpose of the contract, the performance of which makes the proper implementation of the contract possible in the first place, and compliance with which the Customer may usually rely on.

6.2.

In all other respects the following shall apply:

- Liability in the event of a negligent breach of duty is limited to the contract value.
- In the event of any loss of data FNT shall be liable only for the expense, which would have been required to recover the data had the Customer made proper and regular data backups.

6.3.

The limitations of liability set out in Clauses 6.1 and 6.2 do not apply to claims due to intent or gross negligence, in the case of any intention to deceive (Arglist), in the case of an injury to life, body or health, if the German Product Liability Act (Produkthaftungsgesetz) applies and in the case of a guarantee provided that, in the case of the latter, the guarantee does not provide otherwise.

7. Term, Termination

7.1.

The individual contract shall take effect upon signature by both parties to the contract and, unless otherwise agreed, shall run for an indefinite period of time. If the individual contract is concluded for an indefinite period of time it can be terminated by either party to the contract at any time with two months' notice to the end of a month.

7.2.

The right to extraordinary termination shall remain unaffected.

7.3.

Any notice of termination is required to be in writing in order to be effective.

8. Set-Off , Retention, Assignment

8.1.

The Customer shall have a right of set-off only if the counterclaim is undisputed, has become final and absolute or has been acknowledged by FNT. The Customer shall have no rights of retention or right to withhold performance unless FNT does not dispute the underlying counterclaims or said underlying counterclaims have become final and absolute.

8.2.

The Customer may not assign any claims arising out of the contract concluded with the Customer.

9. Data Protection, Confidentiality

9.1.

The Customer shall ensure that data protection legislation is complied with and shall ensure that all relevant facts, which must be known for reasons of data protection and confidentiality, are disclosed to FNT.

9.2.

The Customer and FNT are under an obligation to treat all confidential information, company and trade secrets obtained in connection with the contractual relationship as confidential indefinitely and must particularly not pass said confidential information, company or trade secrets on to third parties or use them for purposes other than the contractual purposes.

10. Governing Law, Place of Jurisdiction

10.1.

All of the legal relations between the parties shall be governed by the law of the Federal Republic of Germany to the exclusion of the conflict of laws and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

10.2.

If the Customer is a merchant, a legal entity under public law or a special body or fund under public law, the place of performance and exclusive place of jurisdiction for all disputes arising out of and in connection with this contract shall be the place where FNT has its headquarters. The contract language is German.