



General Terms and Conditions of the In-Compliance GmbH

As of May 2011

1.) Validity of the Terms and Conditions

The following service and business terms are valid for all business transactions, especially for all future transactions even if the terms and conditions are not specifically referred to.

Provisions, which deviate from the following or from legal provisions, especially customer terms and conditions, are only binding for the In-Compliance GmbH if these have been confirmed in writing.

The acceptance of services or partial services is simultaneously also the acceptance of our service and business terms. The acceptance of payments does not constitute a recognition of deviating provisions by the In-Compliance GmbH.

These provisions are subject to revision by the In-Compliance GmbH until complete settlement of the contractual relationship has been completed.

Revisions of these terms and conditions will be communicated to the customer in writing. If the In-Compliance GmbH makes changes to these terms and conditions, which are a disadvantage for the customer, this contractual agreement can be terminated without previous notice within one month after receipt of the change notification. The In-Compliance GmbH has brought this termination right to the customer's attention. If the contractual agreement is not terminated, the change goes into effect one month after notification.

2.) Nature and extent of the services, as well as presentations

The In-Compliance GmbH provides services to the customer as stipulated in the agreements of the respective service contract. The In-Compliance GmbH will provide the agreed services according to the current state of technology and using professional know-how.

Any, even partial, use of presented or submitted work or services from the In-Compliance GmbH for the purpose of concluding a contract, whether these be copyrighted or not, requires prior approval from the In-Compliance GmbH. This is also valid for the use of work or services, which have been amended or processed, from the underlying ideas from the In-Compliance GmbH in as far as these have not been reflected in the prior activities of the client. The acceptance of presentation fees does not constitute approval of the usage of the work or services of the In-Compliance GmbH.

3.) Quotations and Order Placement

1. Fundamentally, all work costs will be submitted to the customer in written or electronic form in advance for the work to be performed. The customer must authorise these.

2. The In-Compliance GmbH is entitled to carry out assigned work itself or commission the work to a third party. The In-Compliance GmbH will inform the customer of commissioning a sub-contractor in advance and in writing. The customer may

inform the In-Compliance GmbH in writing if they are not in agreement and decline the involvement of a certain sub-contractor, as well as state the reasons why they are declining a certain sub-contractor.

4.) Order Processing

1. The minutes submitted by the In-Compliance GmbH are binding unless the customer submits an objection within three days after receipt.
2. Templates, files and other work material, which the In-Compliance GmbH generates or has produced in order to fulfill the service obligations of the contract, remain the property of the In-Compliance GmbH. There is no release obligation. The In-Compliance GmbH is not obligated to retention.

5.) Payment Terms

1. Agreed prices are net prices and the respective, applicable VAT will be added. Duties or fees, which result subsequently will be charged to the customer.
2. The In-Compliance GmbH's invoices to the customer, if not otherwise agreed, are payable immediately after invoicing without deductions.
3. The In-Compliance GmbH is entitled to interim invoicing or to make advance statements for large orders or orders which extend over a longer period of time.
4. The In-Compliance GmbH retains ownership of all property and submitted documents until full payment has been made for all respective invoices of an order.
5. Rights to services from the In-Compliance GmbH, especially copyrighted use rights will only be transferred to the customer upon full payment of the respective order invoices.

6.) Rights of Use

Unless specifically otherwise agreed, the In-Compliance GmbH grants the client non-exclusive, non-transferable and not time-limited internal usage rights to the work results, which were made available within the context of the consultation.

7.) Customer Cooperation

The customer will render their cooperation with regards to the provisions agreed to in the service contract (e.g. provision of necessary infrastructure, personnel, technology, documentation, organisational support, etc.). In particular, the customer will appoint a responsible staff member for the project management. Furthermore, the In-Compliance GmbH will be provided with data collection capacities, computing time and all necessary data and information for the provision of the services in a timely manner and in the required scope.

The customer will make every reasonable effort and complete all tasks stipulated by the contractual agreement to meet their obligations of cooperation and supply in a timely manner so that the progress of the project is not compromised. The In-Compliance GmbH is entitled to utilise expert knowledge from the customer's employees in order to complete the provisions of the contract. The selection of the qualified employee is made by the In-Compliance GmbH in coordination with the customer.

Failure to meet the obligations agreed to herein at the time of failure does not constitute a delay on the part of the In-Compliance GmbH. In-Compliance GmbH can also set a reasonable deadline for compliance. If their interests are at risk, especially with regards to non-scheduled binding of In-Compliance GmbH capacities due to delays, the In-Compliance GmbH may set a reasonable deadline. After the unsuccessful expiry of the deadline, the In-Compliance GmbH may withdraw from the contract and claim damages. Alternatively, the In-Compliance GmbH may complete the tasks, which were to be completed by the customer, itself or have these completed by a third party and charge the customer accordingly. The costs of the time delay, especially downtime for In-Compliance GmbH, will be charged to the customer according to the price list or according to the hourly rates agreed to in the individual contract. These will be reimbursed if the In-Compliance GmbH approves a new schedule.

Proper data backup is the customer's responsibility.

8.) Fees

1. Unless otherwise agreed, the fees for the services of the In-Compliance GmbH are calculated according to the time spent completing the task plus travel, and if necessary, hotel expenses unless otherwise explicitly agreed for an individual case. The fees are derived from the valid In-Compliance GmbH daily rates at the time of the receipt of the order or from the value of the accepted, within the validity period binding In-Compliance GmbH offer. However, if the time-frame in which the consultation services should be provided is delayed by no fault of the In-Compliance GmbH to a point in time later than 4 months after receipt of the original order, then the currently valid In-Compliance GmbH daily rates are applicable (in cases where these have been revised in the above-mentioned time-frame).

2. Retention and offsetting fees are only permissible if the customer claims have been recognised by the In-Compliance GmbH or have been legally established. In case of payment default, delay, the In-Compliance GmbH reserves the right to suspend consultation services.

9.) Liability

The In-Compliance GmbH shall be liable without limitation for damages caused due to intentional or gross negligence of its legal representatives and agents, as well as for cases in which product liability law requires liability and damages due to injury of life, limb or health and for which the In-Compliance GmbH, its legal representatives and agents are responsible.

The In-Compliance GmbH is liable for slight negligence only within the circumstances referred to in the following if a duty was violated, which is of special importance to the attainment of the contractual purpose (material contractual obligation). Liability

is limited to property damage and financial damage related to contract-typical and foreseeable damages.

Remote consequential damage, especially profit loss or lost savings are not included in the liability obligation.

The In-Compliance GmbH is not liable for minor negligently caused damages caused by their agents.

For an individual claim, liability is limited to the contract value. In the case of ongoing compensation, the liability per claim is limited to the ongoing compensation from the contract year in which the claim took place.

In every case, compensation for such damages is limited to those that the In-Compliance GmbH could have reasonably foreseen under the circumstances known at the time of the conclusion of the contract.

In-Compliance GmbH is only liable for a guarantee and compensation when the liability for damages is expressly assumed in the guarantee. This liability is subject to the limitations of liability for slight negligence.

In case of data loss, the In-Compliance GmbH is only liable for the efforts necessary to provide the customer with proper data backup in order for the customer to recover the data. In cases of slight negligence, liability on the part of the In-Compliance GmbH is only applicable when the client / customer performed an accurate data backup immediately after the incident that caused the loss of data happened. In-Compliance GmbH is not liable for any installation or operational errors or lack of data backup on the part of the customer.

The liability of the In-Compliance GmbH for all other damages not listed here is excluded unless it is mandatory according to legal provisions.

The customer/ client is, with regards to its appropriate loss mitigation obligations, required to cooperate in order to avoid and decrease any damages, as well as help find, repair damages to a reasonable extent.

The In-Compliance GmbH is not liable to the customer / client for any losses or failure to reach certain profit goals.

10.) Confidentiality / Privacy

1. The In-Compliance GmbH will handle all knowledge from business transactions with the customer / client as strictly confidential.

2. Each party is obligated to confidentiality with regards to expressly marked confidential information material from the other party or information, which it has access to in connection with the completion of the agreement and to ensure that these are not made available in any manner to third parties. Both parties must take the necessary measures in their operation spheres to ensure compliance with the above. These obligations are valid as long as the referenced information or documents, without the assistance of the parties, have not been proven to be generally known.

11.) Data Backup

The customer is responsible for ensuring that the accounts and system access utilised by the In-Compliance GmbH are set up as "read only". Therewith, accidental deletion of customer data is excluded and safely avoided.

12.) Export Regulations

The client / customer is herewith informed that the respective applicable export regulations of the USA, the European Union and the Federal Republic of Germany are valid for the export of products and these may be subject to approval. The client / customer is responsible for adhering to all nationally or internationally valid export regulations in force and must obtain, if necessary, the necessary permits for possible re-exportation of the products covered by the contract.

In case of breach by the client / customer, the In-Compliance GmbH is exempt from all claims for damages from third parties, government or international authorities or organisations.

13.) Privacy Policy

The contractual parties are obligated to confidential handling of data, information and documents that they are made aware of during the course of the contract fulfillment, unless these were already generally available or explicitly authorised for publication. If in doubt, information should be treated as confidential.

The contractual parties agree not to publish confidential information without the prior consent of the other party or to use the information for other purposes other than those intended for the contractual performance of the contract. Transfer of necessary confidential information to third parties obligated to confidentiality in order to execute the contractual obligations of this contract is permitted (e.g. as part of data processing or disclosure of customer information to third parties for the purpose of delivery or service fulfillment). The respective legal data protection provisions of the countries covered by the contract must be taken into consideration.

Employees of the In-Compliance GmbH are required to sign the privacy policy in accordance with § 5 BDSG (Federal Data Protection Act).

14.) Force majeure

If, due to force majeure (e.g. war, riots, natural catastrophes, fire, epidemics, quarantines, strikes, lock-outs, government actions, or similar) the contractual responsibilities cannot be fulfilled, cannot be fulfilled on time, or cannot be fulfilled as stipulated in the contract, then the respective contractual party is released from their obligation. The contractual parties will inform each other of cases of force majeure immediately.

15.) Jurisdiction

If the customer is a merchant according to the Commercial Code, a legal entity according to public law or a public legal special fund, then the agreed place of jurisdiction for all disputes that arise during the execution of this contract is Dortmund, Germany.

16.) Applicable Law

German law applies exclusively to all contracts. The provisions of the UN Convention of April 11, 1980 on Contracts for the International Sale of Goods (CISG) is excluded.

17.) Written Form

Verbal agreements, as well as revisions or additions to these Terms and Conditions are not effective until they are confirmed in writing by the respective contractual parties.

18.) Severability Clause

If any of the above-mentioned provisions of the general Terms and Conditions are invalid or become invalid, this does not affect the validity of the other provisions.

The Contracting Parties undertake to replace the ineffective provision with one that is economically meaningful and is respective of the original intent and the state of jurisdiction at the time of use.

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