

GENERAL TERMS and CONDITIONS

1. Realm of BCUB's General Business Terms

Any commercial transaction entered into with BCUB GmbH (hereinafter referred to as "BCUB") will be governed by these General Business Terms, which form an integral part of any agreement concluded with BCUB.

2. Performance of BCUB

(1) BCUB offers consultancy services. The scope of each specific assignment, the detailed activities, key deliverables, responsibilities assigned to each activity will be set forth in a written agreement entered into by and between the parties.

(2) As to the performance of the agreement and the services rendered to client BCUB is entitled to assign, employ or mandate at its own discretion any person(s) whom BCUB deems qualified for the respective task(s).

(3) All documents and material placed at the client's disposal remain the sole property of BCUB, if not stated otherwise in the above-mentioned agreement. BCUB also keeps all titles to software and know-how made available to the client.

3. Performance Schedule

Prior to the execution of the agreement the parties will set forth a performance schedule containing a time frame and certain milestones. The performance will be reviewed on a monthly or quarterly basis upon request of the client (if the project-duration is less than a month at the termination of the project). The client assumes the responsibility for this performance review, which must be countersigned by both parties.

4. Payment Scheme

(1) BCUB primarily offers its services on the basis of a fixed price. The fixed price will be unanimously agreed upon and set forth by the parties in their agreement in writing. The fixed price covers all performances of BCUB (services, training and other activities) as defined in the parties' agreement. If not otherwise stated in the agreement it does not include expenses related to the agreed performances (e.g. travel-expenses, accommodation, phone, material, etc.). Performances not specifically defined in the agreement are not covered by the fixed price and will be charged separately. The price for any extra performance is subject to separate negotiations and will be agreed upon by the parties prior to the execution of such performance.

(2) Upon the client's explicit request it is exceptionally possible to charge on the basis of a daily rate scheme: The daily rate is set forth by the parties in their agreement. A daily rate covers 8 working hours. Expenses (e.g. travel-expenses, accommodation, phone, material, etc.) are not included in the daily rate and will be charged separately at cost.

5. Due date for Payment

The maturity scheme will be set forth in the respective agreement. If BCUB's performance is delayed due to circumstances the client is responsible for BCUB will neither reduce its price nor delay the maturity. On the contrary, it shall be deemed that BCUB has performed in time and payment shall be due according to the time frame set forth in the performance schedule. Furthermore, client agrees to reimburse BCUB for all extra expenditures caused by the delay. In case of delayed payment client agrees to reimburse BCUB for its admonition expenses and shall pay interest in the amount of 10% p.a.

6. Exit Clause

An agreement ends automatically when BCUB has rendered its performance under the agreement. Prior to the termination of BCUB's performance an agreement can only be terminated unanimously or on important grounds by giving due notice in writing. Any of the following events with the other party is deemed to constitute such important ground:

(1) Insolvency or bankruptcy of the other party or the inability or failure of the other party to perform any financial obligations as the same becomes due;

(2) Inability or failure of the other party to make payments under the agreement and any inability of the other party to perform its obligations hereunder;

If an agreement thus ends prematurely BCUB is nonetheless entitled to invoice and the client is held to pay the entire price under the agreement under deduction of the expenses saved by BCUB due to its premature ending. Such invoiced amounts are immediately due.

7. Confidentiality Clause

For the performance of BCUB it is necessary that the parties disclose to each other specific technical and commercial data, documentation,

material and know-how ("Confidential Information"). Confidential Information does not encompass circumstances that:

(1) are publicly known or become so independently from any of the parties' action, or

(2) although not publicly known, have been known by one of the parties before it entered into business relations with the respective other party and without any connection to an infringement of the other party's Confidential Information, or

(3) have been discovered by one of the parties to the agreement in the course of its own research and development without using Confidential Information of the other party to which extent whatsoever.

Both parties undertake to maintain absolute confidentiality concerning any Confidential Information of the respective other party. Each disclosure of Confidential Information of the other party is subject to its prior written consent. Notwithstanding the requirement of consent, Confidential Information of the other party shall only be distributed to third parties if such third parties have been bound in advance by a confidentiality agreement, which is at least equivalent to this one.

Access to Confidential Information of the other party may be granted to the members of personnel and/or contractors if necessary, to carry out the agreement between BCUB and client and if those members of personnel and/or contractors have been bound to this confidentiality obligation. If one party learns about the unauthorized use of Confidential information of the other party, it has to inform the other party immediately. This obligation of confidentiality shall survive any termination of the agreement.

Notwithstanding this confidentiality obligation BCUB is entitled to save and process the client's data and to hand it on to group-companies - after having bound them to this confidentiality obligation - for internal purposes.

8. Liability

Client is obligated to immediately inform BCUB on any defaults in BCUB's performance and to enable BCUB to eradicate such defaults or else client loses any and all warranty or indemnification claims against BCUB

However, BCUB shall not be responsible or liable, in any way, for any default in performance of the agreement arising, directly or indirectly, from any cause beyond BCUB's control. BCUB is only liable for damage that has been caused by BCUB in no less than gross negligence.

Warranty claims are barred by the statute of limitations one month after performance by BCUB. All other claims are barred one year after knowledge of the relevant circumstances.

9. Applicable Law and place of legal venue

(1) Any agreement between the parties shall be deemed to have been entered into within and shall be governed, construed and enforced in accordance with the laws of Austria to the exclusion of any choice of law-rules or statutory provision of Austria, which may direct the application of the laws of any other jurisdiction.

(2) Any dispute arising out of or in connection with an agreement between the parties including any question regarding its existence, validity or termination, shall be referred to and finally resolved by the exclusive jurisdiction of the Austrian Court having competence in the subject matter hereof at the seat of BCUB. BCUB reserves itself the right to bring a dispute before a competent court at the seat of the client.

(3) Legal venue is - if not otherwise stated in the agreement - the place of business of BCUB.