

### 1. field of application

These General Terms and Conditions ("GTC") shall form an integral part of all contracts concluded between FOCUS Research Ges.m.b.H. respectively companies affiliated with FOCUS Research Ges.m.b.H. in the sense of § 228 Austrian Commercial Code ("FOCUS") and its clients. FOCUS shall provide its services exclusively based on these GTC so that declarations of the contractual partner to the contrary e.g. a reference to his own GTC, shall be deemed as not submitted and, accordingly, shall not become part of the contract, even if FOCUS should not expressly oppose such declarations to the contrary.

### 2. usage rights

The data transmitted from FOCUS to the client are strictly confidential and shall only be used by the client for internal purposes. Unless provided for differently in these GTC, FOCUS hereby grants its client and companies affiliated with the client in the sense of § 228 Austrian Commercial Code a perpetual, non-exclusive, world-wide, non-transferable license to use, copy, modify and make derivative works of the data delivered to the client solely for internal purposes. The client shall not use or utilize the data for purposes other than those expressly contractually agreed.

### 3. right to pass info

Passing on (either for consideration or without payment, either in writing or orally) the data delivered by FOCUS to third parties or other use of this data (e.g. for advertising, related products, etc.) by third parties even only in part shall be prohibited, unless FOCUS provided its client with an express written consent. Should the client infringe this provision, he must pay FOCUS an appropriate utilization fee which has to take into account the fee agreed in this contract. Furthermore, the client shall pay a contractual penalty not subject to judicial mitigation in the amount of EUR 10.000,-. FOCUS shall expressly reserve the right to claim damages in excess thereof.

### 4. power of attorney

The person signing on behalf of the client expressly declares that he is entitled to submit proposals and/or conclude this contract and/or, in the case of collective signing authorisation, is expressly empowered by one or the other executives to conclude this contract, so that this contract shall be concluded based on such empowerment when his sole signature is affixed thereto.

### 5. copy right

All copyrights in connection with the compilation and delivery of data shall remain with FOCUS unless expressly agreed differently and in writing in the contract.

### 6. pricing

The price lists, sales confirmations and offers issued by FOCUS contain net prices, which are valid until the end of the calendar year, in which the offer was submitted or a subscription was concluded. Client is informed and accept hereby, that studies and services of FOCUS are calculated as multi-client-studies and services, and therefore they are non-exclusive.

### 7. price adjustment

Contracts which are not completely fulfilled by the client within the calendar year of their conclusion or which are valid beyond the year of their conclusion shall be indexed yearly based on the 2010 Consumer Price Index (2010 CPI) or an index replacing the 2010 CPI, whereby the index figure of the month in which the contract was concluded shall be used as the initial base. The index figure relevant for valuation is the index figure published for the month October of the preceding calendar year. The valuation will be effected on the first of January of each new calendar year. A lowering of the amount payable by the client is explicitly excluded. The index figure published for the month October of the preceding calendar year shall serve as the new initial base for the calculation of further valuations.

### 8. expenses

The prices payable by the client shall be derived exclusively from the written confirmation from FOCUS, whereby additional expenses such as e.g. postage, etc. shall not be included, but shall rather be invoiced separately.

### 9. terms of payment

All payments shall be due immediately after receipt of the invoice without early payment discount and reduction and shall be payable within a period of 14 days.

### 10. payment arrangements

Requests regarding special accounting arrangements (e.g. invoice address other than the contractual partner) can be taken into account, if they are communicated before the contract was concluded. Invoices cannot be changed after they were issued.

### 11. damage compensation

Besides the collection of statutory default interest (§ 352 Austrian Commercial Code) FOCUS shall in case of non-timely payment be entitled to assert claims for damages in excess thereof and to invoice dunning costs in the amount of EUR 40,- for each reminder notice, whereby claiming higher expenses for collection shall expressly be reserved.

### 12. liability

FOCUS shall perform its services with the due diligence of a prudent businessman. The liability for slight negligence shall be excluded. The amount of liability on the part of FOCUS for damages attributable to FOCUS shall be limited to the total sum of the negotiated annual fee for each individual order. The liability for consequential damages shall be precluded, as far as FOCUS did not cause these damages grossly negligent or on purpose.

### 13. liability of defects

Complaints regarding defects must be submitted by the client immediately and in writing; otherwise, the client shall lose his entitlement to assert claims. The contractual parties agree by mutual consent that defects - irrespective of whatever legal justification they might be based on - have to be claimed within a period of six months following the handover of the data; otherwise, the client shall lose his entitlement to assert claims. After the expiration of this six-months-period, the entitlement to assert claims shall be forfeited, which also means that no corresponding objections may be raised.

### 14. defect cured

FOCUS is entitled to remedy possible defects either by improvement or amendment. The client shall only be entitled to demand redhibition or price reduction, if FOCUS either refused in writing without substantiation to effect improvement or a second attempt of improvement was unsuccessful.

### 15. confidentiality

FOCUS shall undertake to keep confidential all data provided by the client and not to pass them on to third parties and to use them exclusively for the performance of the contractually negotiated services. The client declares to provide FOCUS with data subject to the Data Protection Act for purposes of fulfilling the contractually negotiated purpose only if these data are not in contradiction to the justified interests of third parties. FOCUS shall not be obligated to verify the permissibility of using such data. In this regard, the client shall indemnify FOCUS for any and all third-party claims.

### 16. knowledge

FOCUS shall be entitled to apply the knowledge and data resulting of its service provision for its basis research and to utilize and commercialize this knowledge and data. A commercialization of knowledge and data may, however, not contain the client's name or other indications pointing toward the client's name or business.

### 17. choice of law/court of jurisdiction

This contract is subject to the substantive law of the Republic of Austria with the exception of its conflict of laws rules. All disputes (including disputes with regard to the validity of this contract) arising out of or in connection with this contract shall be exclusively decided by the court that – depending on the amount at issue – is competent to decide in commercial matters for 1010 Vienna.

### 18. subject to change

Alterations and supplements to this contract must be made in writing. Waiver of this written-form requirement must also be made in writing.

### 19. privilege

Should individual provisions set out in this contract be or become ineffective, the remainder of the contract shall be unaffected thereby. In case of any discrepancy the German version of this GTC shall prevail.