

General Terms and Conditions of GTP GlobalTransferPricing Business Solutions GmbH

§1 Validity

- 1) These general terms and conditions are valid for consulting offers and services provided by GTP GlobalTransferPricing Business Solutions GmbH (henceforth: GTP), regardless of the context and legal nature of the offered or contractually agreed-upon consulting services.
- 2) As far as such consulting contracts or offers by GTP obtain written provisions which deviate from the general terms and conditions, those distinct provisions as offered or agreed upon are granted greater priority.

§2 Cooperation of the customer (client)

- 1) To ensure full and accurate services by GTP, queries, information requests, and questions posed by GTP consultants and employees, which may refer to affairs of the customer's (respectively, client's) business, will have to be answered completely, appropriately and at short notice. GTP consultants will only ask questions which are relevant for the project.
- 2) GTP must be informed at an early stage by the customer/client, without specific requests, about changes and circumstances which might be significant for the ongoing project.
- 3) The outputs and reports to be provided by GTP will have to be approved by the client within a reasonable timeframe and should not exceed 10 working days. Required modifications or change requests by the client shall be notified in writing to GTP. The project deliverables are considered to be accepted if the customer does not express the desire for any modifications within 10 working days after delivery.

§3 Data protection of the client

In cases where GTP may have to work with the client's IT systems, the client shall be responsible for data protection and other relevant safety measures with regard to IT.

§4 Invoicing and payment

- 1) GTP is authorized to invoice the project fee and expenses in line with the project's progress.
- 2) GTP is authorized to invoice 25% of the project fee prior to the beginning of the first project steps.
- 3) The payment terms are 7 working days after receipt of the invoice. Invoices shall be settled without any deductions. In case of a delay in payment, GTP is authorized to charge default interest.
- 4) If the client is in default with due invoices, GTP is authorized to cease work on the project until the outstanding debits are received.

§5 Achievement barriers, default, impossibility

- 1) GTP defaults with services offered, if fixed dates have been set because GTP has caused any delay. Delays for which GTP cannot be held responsible, are, for example, an unexpected absence of a consultant caused by illness, an act of nature beyond GTP's control or other circumstances which could not have been predictable at the conclusion of the contract, and which do not allow the due dates to be met. Acts of nature beyond GTP's control include man-made phenomena such as a strike, lock-out or similar circumstances, as long as they are not caused by GTP.
- 2) In case the barriers to achievement are merely temporarily, GTP has the right to postpone the completion of the deliverables during the period of delay and an appropriate (re-) kick-off period. If the agreed-upon services cannot be delivered at all, GTP is released from all contractual obligations.
- 3) If neglects of duty are covered by GTP due to § 280 BGB, article 6 additionally applies.
- 4) GTP does not provide legal, fiscal or auditing consulting services as governed by the corresponding codes of conducts of the relevant professional chambers.

§6 Liability

- 1) For damages resulting from the harm of life, body or health, which are caused by the neglect of duty (either through carelessness or with intent) by GTP or its subsidiaries, GTP is liable without restraint.
- 2) Notwithstanding Par. 1, GTP can be held liable for any client's damage if such damage has been caused by GTP or its subsidiaries either by intent or through gross negligence. In the case of a dispute, the client will have to provide evidence.
- 3) All contractual claims for damages against the contractor shall be posed prior to year's-end, at latest. The limitation period begins with the recognition of damage. However, this period is ends with the completion of contractual activity.
- 4) GTP does not warranty any specific output or result of its consulting services.
- 5) Regarding damages caused by GTP consulting services, the limitation on liability refers to the total amount of services ordered, but not to exceed an amount of 250,000 Euro for each claim, in case the contractor's insurance does not provide for a higher compensation amount.

§7 Copyright

- 1) The client accepts that all information, as well as the documentation delivered through consulting services, any scientific or technical information, drawings, plans, maps, drafts or charts, is the sole property of GTP and, hence, is subject to copyright. This provision also holds if, according to §2 UrhG, the threshold of originality is not reached.
- 2) The common right of utilization will be assigned. Any transfer to third parties requires written approval by GTP. Each imitation, even partially, is forbidden.
- 3) The client is obliged to ensure that each copy drawn by the client is established with explicit reference to the intellectual property rights of GTP.
- 4) Any breach of the copyright clause authorizes GTP to demand a contract penalty of double the amount of the agreed-upon service fee. GTP reserves the right to claim a breach of copyrights.

§8 Discretionary commitment

- 1) GTP consultants and staff are bound to highest standards of discretion pertaining to any confidential information about the client, its business and business relations.
- 2) The client can only release GTP from its discretionary obligation in written form.
- 3) After receiving the service order signed by the client, GTP is authorized to use the client's company name and the company logo for presentation purposes. No information on the project, nor any other confidential information must be disclosed. A written objection of the client will deem GTP not to use the client's name and logo for such presentation purposes.
- 4) GTP is allowed to release reports, advisory opinions and other written statements to any third party only on the basis of the written consent of the client.
- 5) Discretionary obligations of GTP and its employees are binding even after the termination or cancellation of the consulting project. Exceptions will be made if GTP is requested by law to disclose such information.
- 6) GTP, or any of its service units, is allowed to make use of personal data to assign the purpose of the project. GTP assures, according to the regulations of the Data Protection Act, the commitment to protect data secrecy. The material which was handed to the consultant (data processing medium, data, monitoring data, analysis, programs, etc.) as well as all outputs resulting from the occupation must be returned at the client's request.



§9 Choice of law, general terms and conditions of the customer (client)

- 1) Besides the individual agreements and these general terms and conditions of GTP, only German law is in force.
- 2) General terms and conditions of the customer are only effective for GTP if GTP agrees explicitly and in writing to their inclusion.

§10 Place of performance, court of jurisdiction and applicable law

- 1) The place of performance and payment is Augsburg, Germany.
- 2) The court of jurisdiction for all legal action against the contractor is Augsburg, Germany. For legal action of GTP against the customer/client, the court of jurisdiction is Augsburg, Germany, as well as the applicable law if the customer is a general merchant or has no general applicable law in Germany.

Augsburg | Munich, March 2011
Executive board of the

**GTP GlobalTransferPricing
Business Solutions GmbH**