

General Terms of Consultancy of Maturity GmbH

Section 1 Area of Application

1.1 The General Terms of Consultancy and Business apply to contracts which have as their subject the provision of consultancy services to the customer by Maturity, with these services relating to planning, preparation and performance of entrepreneurial or professional decisions and projects, especially in the following fields:

- business administration/management consultancy
- personnel and social sector
- marketing and sales
- engineering and logistics
- data processing, including preparation of decisions relating to the selection of hardware and software
- financial and accounting sector
- controlling
- administration and organisation.

1.2 Customer terms of business will only apply if this has been expressly agreed in writing.

Section 2 Subject of Contract/Scope of Performance

2.1 The subject of the brief is the agreed consultancy work identified in the contract, not the achievement of any particular financial success. After collecting data, Maturity will initially make an analysis based on the data provided by the customer. This analysis will be presented and then a further review will be made to find out whether the conclusions or recommendations can be implemented.

2.2 At the customer's request, Maturity will supply information on the status of performance of the brief. Maturity is permitted to do this in a short written report not constituting an analysis.

2.3 Maturity will perform all work with the greatest possible care and always with consideration of the individual situation and requirements of the customer. Conclusions and recommendations or, respectively, the analysis will be based on information which, to the best of Maturity's knowledge, originates from reliable sources and has been carefully researched. It reflects the situation on the day of publication. The analysis can only contain a limited number of perspectives with which other experts may not necessarily agree. They are designed to be a guide. The customer undertakes not to rely solely on the analysis when taking decisions.

2.4 Maturity retains the title to all copyrights and utilisation rights to the written analysis given to the customer as part of the brief. Following full payment of the agreed fees, the customer acquires a licence to use the written analysis solely for his own purposes for an unlimited time. With the exception of duplication as defined under the law on copyrights and associated property rights, neither the written analysis nor parts of the same may be duplicated. Without Maturity's written approval, the customer may duplicate neither the whole analysis nor parts of the same nor may he issue an original copy for third parties or supply or notify them of the same. Data provided by third parties or the customer will only be monitored in terms of plausibility.

2.5 If nothing has been agreed to the contrary, Maturity can make use of professional sub-contractors for performance of the contract but Maturity retains its direct liability to

the customer. Maturity must assign trained employees with the necessary professional knowledge to work on the contract and must continually supervise and monitor them during performance of the contract. Maturity shall decide at its own discretion which employees will be assigned.

Section 3 Changes in Contract Performance

3.1 Maturity must accommodate any requests for changes by the customer inasmuch as they can be reasonably expected in view of business capacities, in particular in respect of the amount of work involved and the time schedule.

3.2 If a review of possible changes or implementation of requested changes affect the terms of the contract, in particular in respect of the amount of work to be done by Maturity or the time schedule, the parties will agree on an appropriate amendment of contractual terms, in particular an increase in fees and postponement of any agreed deadlines. If nothing is agreed to the contrary, Maturity will, in such cases, continue work without consideration of requested changes until the contract has been amended.

3.3 If an extensive review of additional work is necessary, Maturity can require a separate brief and fee for the same.

3.4 Any amendments or additions to the brief must be recorded in writing in order to be effective. Such a record can be in the form of minutes of relevant meetings or of project status, provided that they are signed by authorised signatories representing both parties.

Section 4 Confidentiality Obligation / Data Protection

4.1 Maturity and the customer reciprocally undertake to maintain confidentiality for an unlimited period in respect of all business and operational secrets and not to reveal them to third parties or use them in any way for non-contractual purposes. The written analysis and recommendations are based on information from Maturity's protected database, the contents of which belong solely to Maturity and will continue to be used by Maturity in future processing and benchmarking work. Maturity warrants to the customer that the recognised principles of data protection and data security will be observed, in particular passwords kept secret and all data de-personalised.

4.2 The information gained from data collection will become part of Maturity's database and the customer hereby agrees to use of the de-personalised data in future consultancy and benchmarking briefs. The customer is hereby informed that Maturity processes and stores data mechanically under Sections 28 and 33 para. 1 of the Federal Data Protection Act and the relevant regulations of the Telecommunications Act, this being in a machine-readable form and solely for contractual purposes. Maturity undertakes to encode presentation of the customer's de-personalised data in a way ensuring that anonymity is maintained. Maturity is entitled to mention the name of the ordering party on marketing materials as a reference unless explicitly forbidden by the respective party.

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4.3 Maturity undertakes to place all persons assigned to performance of the contract under an obligation to comply with this ruling.

Section 5 Customer's Obligations to Co-operate

5.1 The customer undertakes to support Maturity to the best of his ability and to do everything in his operating sphere that is necessary for due performance of the brief. In particular, the customer shall provide in due time all the material that is required and significant for performance of the brief.

5.2 At Maturity's request, the customer will confirm in writing that the material, information and oral explanations he has provided are correct and complete.

Section 6 Remuneration / Terms of Payment / Offsetting

6.1 The fees for Maturity's services will either be charged on the basis of the time required for the work (time-based fees) or a flat rate will be agreed in writing. If nothing is agreed to the contrary, a fee dependent on the degree of success or only payable in the event of success is ruled out. Details of the method of payment are specified in the contract.

6.2 All payments become due when billed and are payable immediately without any deductions. Statutory turnover tax must be added to all prices quoted and bills will show it separately at the current rate.

6.3 Offsetting against claims which Maturity holds for remuneration and reimbursement of expenses is only permitted if the counter-claims are undisputed or have been established by law or if relevant decision papers have been prepared for them.

Section 7 Remedying of Defects

7.1 Maturity will perform the analysis to the best of its knowledge and ability and taking the necessary care. If defects are found in the services rendered by Maturity or in the written analysis it supplies and such defects can be remedied, Maturity will remedy any defects for which it is responsible if possible at a reasonable cost. The customer must identify any defects immediately in writing.

7.2 If the reworking of defects does not prove successful, the customer can also require a reduction in fees or rescission of the contract. If the brief has been given by an entrepreneur, a body corporate under public law or by a special public fund, the customer can only require rescission of the contract if the services rendered are of no further interest to him in view of the failure to successfully rework the defects. Section 8 applies to any further damages claims.

Section 8 Liability

8.1 Maturity is liable in compliance with the following provisions:

- no damages claims can be made by the customer based on a positive breach of contract or on a breach of obligations when the contract was made. Any claims based on default, impossibility of performance, defective or incorrect supply or a tortious act are also ruled out if not caused by an intentional or grossly negligent act.

- Maturity is not liable for loss of profits, failure to make savings, damages based on claims by third parties and other indirect consequential damages and indirect damages consequential to defects.

- in the event of minor negligence on the part of company organs, legal representatives, leading managerial staff and other vicarious agents, Maturity shall not be liable if there is no breach of essential contractual or cardinal obligations.

- in the event of gross negligence on the part of non-managerial staff or other vicarious agents, Maturity shall not be liable if there is no breach of essential contractual or cardinal obligations.

8.2 The above exclusions and restrictions of liability do not apply to a lack of warranted qualities or to liability under the Product Liability Act or to damages resulting from injury to life, body or health. For the latter type of damages, Maturity will be liable even in cases of minor negligence. In the other cases, Maturity will be liable inasmuch as Maturity is responsible for the fault.

8.3 However, liability is limited to typical and foreseeable damage. The amount of damage is limited to the contractual value. In addition, Maturity is not liable for data provided by the customer being correct, complete and up-to-date.

8.4 Inasmuch as Maturity is liable, liability is ruled out for damages which are not foreseeable and damages which are controllable by the customer.

8.5 Maturity is not liable if the recommendations made as part of services or in the analysis are improperly applied or implemented by the customer.

Section 9 Loyalty

9.1 The parties undertake to maintain loyalty to each other. They will inform each other immediately of all circumstances occurring in the course of project execution which might influence performance.

9.2 In particular, there shall be no hiring or other employment of staff or former staff who are or were engaged in project performance. This applies for a period of 12 months after conclusion of co-operation.

9.3 The customer undertakes to give immediate notification if he hears of any plans to leave or change employment on the part of Maturity employees assigned to project performance.

Section 10 Force Majeure

Any events of force majeure making performance significantly more difficult or temporarily impossible entitle the party concerned to postpone performance of its duties, this being for the amount of time which the hindrance lasts and a reasonable start-up time afterwards. Labour disputes and similar circumstances are deemed to be the equivalent of force majeure, inasmuch as they are unforeseeable, serious and not the fault of the party concerned. The parties will notify each other immediately if such circumstances occur.

Section 11 Termination

11.1 If a contractual term of no less than 36 months has been agreed, the contract can be terminated at 6 weeks' notice to take effect at the end of a calendar year. The right of extraordinary termination is not prejudiced.

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11.2 Notice of termination must be given in writing in order to be effective.

Section 13

Miscellaneous

Section 12 Right of Retention/Keeping Material

12.1 Until all Maturity's claims have been settled in full, it has a right of retention relating to the material provided. However, the exercising of this right is contrary to good faith if such retention would cause the customer an unreasonable loss which could not be justified on consideration of the interests of both sides.

12.2 After all outstanding claims under the contract have been settled, Maturity must return all the material supplied by the customer or by a third party for performance of the contract. This does not apply to correspondence between the parties or to simple copies of reports, organisation schedules, drawings, listings, calculations, etc., made as part of the brief, provided that the customer has been given the originals.

12.3. Maturity's obligation to keep material expires six months after delivery of a written request that material be collected or it expires after three years if material has been retained and five years after the end of the contract.

13.1 All Maturity's business relations are governed solely by the law of the Federal Republic of Germany. If said law refers to foreign legal systems, such references are ineffective. Application of UN Law of Sale is expressly ruled out. The place of jurisdiction for any disputes arising from the business relations between Maturity and the customer is either, at Maturity's discretion, its own seat of business or that of the customer. For legal action against Maturity, Maturity's seat of business is the sole place of jurisdiction. Legal rulings on sole places of jurisdiction are not prejudiced by this clause.

13.2 If any provisions in this contract are invalid, either in whole or in part, the validity of the rest of the contract is not affected thereby. In such a case, the parties to the contract undertake to replace the invalid provision by one complying as closely as possible with the contractual purpose.