

General Business Terms and Conditions

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1. In accordance with the following General Business Terms and Conditions, an advertising order is considered to be the agreement regarding the publication of one or more advertisements of an advertiser or other parties (in the following customer) placing advertisements in a print journal and/or via an electronic medium for the purpose of dissemination. The Publisher shall be entitled to save the advertisement with respect to content, text and any possible images in a database and make it available to potential customers via electronic media. In this respect, if it should concern intellectual property subject to copyright protection, the rights of use shall be considered to be granted to the Publisher with no restrictions of time and space.

2. In cases of doubt, advertisements shall be called for publication within one year from the conclusion of the agreement. If, in the course of a contractual conclusion, the right to the calling for publication of individual advertisements is granted, then the agreement must be executed within one year of publication of the initial advertisements if the first advertisement is called for publication and published within the timeframe specified in Clause 1.

3. With respect to contractual conclusions, the Customer shall be entitled to call for the publication of further advertisements exceeding the advertising quantity specified in the order within the agreed-upon timeframe or the timeframe specified in Clause 2.

4. The Customer shall have a retroactive claim to a discount corresponding to its actual calling for publication of advertisements within an annual period. However, this claim shall only then apply if a job contract has been concluded at the beginning of the timeframe which, based upon the price list, provides entitlement to a discount from the outset. The claim to a discount shall cease to apply if such claim is not asserted within one month of the expiration of the annual timeframe.

5. If an order is not fulfilled due to circumstances for which the Publisher is not responsible, then the Customer shall be entitled, notwithstanding any further legal obligations, to reimburse the Publisher for the difference between the discount granted and the discount actually accepted.

6. With respect to the calculation of the acceptance quantities, text millimeter lines will be converted into advertising millimeters based upon price.

7. For the inclusion of advertisements and third-party advertising supplements which are supposed to be published for explanatory purposes exclusively in designated numbers, designated editions or designated locations of the printed material, the Publisher shall only provide guarantees if the validity of the order has been made expressly dependent upon this. Classified advertisements shall be printed in the respective section without an express agreement being required for this.

8. For the placement of an advertisement in an editorial section, the editorial section price must be paid. Advertisements, which are not recognizable as advertisements due to their editorial layout, shall be clearly labeled as such by the Publisher.

9. The Publisher reserves the right to reject advertising orders – including individual calls for publication in accordance with a contractual conclusion – and supplemental orders due to the content, the origin or the technical form according to standard, professionally justified principles of the Publisher. The same shall apply if its content violates laws or governmental directives. This shall also apply for orders which have been submitted to authorized representatives. Supplemental orders are binding for the Publisher only after the submission of a model of the supplement and its approval. Supplements which, through the format or layout, give the reader the impression that they are a component of the newspaper or contain third-party advertising shall not be accepted. Notification of the rejection of an order shall be immediately made to the Customer.

10. The Customer shall be responsible for the timely submission of the advertising text and flawless print documents or the supplements. The Publisher shall demand the immediate replacement of print documents which are obviously unsuitable or damaged. The Publisher shall guarantee the flawless reproduction of the advertisement with respect to print quality.

11. The Customer shall have a claim to a reduction of payments or a replacement advertisement if the print of the advertisement is, either in whole or in part, illegible, incorrect or incomplete, but nonetheless only to the extent that the purpose of the advertisement has been compromised. Any more substantial liability upon the part of the Publisher is excluded. This shall not apply for intentional wrongdoing or gross negligence on the part of the Publisher and

its vicarious agents. A liability on the part of the Publisher for damages due to the lack of guaranteed quality features shall remain unaffected. In commercial business dealings, the Publisher shall not be liable for gross negligence on the part of its vicarious agents. Control data which are missing or defectively printed shall create no claim for the Customer unless something to the contrary has been agreed upon between the parties. Complaints must be submitted within one week's time from receipt of the invoice and voucher copy. In any case, liability is limited to foreseeable damages and by the fee to be paid for the advertisement or supplement. With respect to advertisements, deadline and task modifications, text corrections and cancellations submitted by telephone, the Publisher shall assume no liability for transmission errors. For erroneous repeat advertisements, claims are excluded if the Advertiser had the possibility of making notification of the errors before the printing of the follow-up advertisements. The payment claim of the Publisher shall remain unaffected. The Publisher shall not be liable for damage compensation claims or claims for recourse which possibly originate from the content or form of an advertisement, particularly due to competition law directives. Rather, the Customer shall be solely responsible for the content or form of an advertisement.

12. Proofs shall be supplied only upon express request. The Customer shall assume responsibility for the correctness of the returned proofs. In the event that the Customer does not promptly return the proofs submitted in a timely manner, then the approval for printing shall be considered to have been made.

13. If no special size specifications have been provided, then the actual printing size will be based upon the price calculation.

14. If the Customer does not make prepayment, then an invoice with related documentation shall be issued no later than the fifth day of the month following the publication of the advertisement. The invoice must be paid within the timeframe specified on the price list, unless a shorter payment period or prepayment has been agreed upon between the parties in the particular case. The timeframe shall begin to run upon receipt of the invoice. Any possible discounts for early payment shall be granted based upon the price list.

15. If the advertising prices change, then the new terms and conditions

shall become effective immediately unless the Customer and the Publisher have agreed upon something to the contrary.

16. In the event of payment default or if a payment extension is granted, interest shall be charged in the amount of 1% above the respectively valid discount rate of the Federal Central Bank as well as the related collection costs. In the event of payment default, the Publisher may suspend the further execution of the current order until payment is received and may demand prepayment for the remaining advertisements.

17. In the event of insolvency, the entire amount for any advertisements still to be called for publication shall become immediately due for payment even in the case of § 103 Para. 1 InsO [Insolvency Act]. In any case, any approved discount shall cease to apply in the event of insolvency, compulsory composition proceedings or a lawsuit.

18. Upon request, the Publisher shall provide an advertising clip with the invoice. If the type and scope of the advertising order justify it, up to two main vouchers or complete voucher numbers shall be supplied. If a voucher can no longer be procured, then a legally binding certificate of inclusion from the Publisher shall replace it.

19. The Customer must pay the costs for substantial changes to the originally agreed-upon order specifications.

20. A reduction in circulation shall only then influence the contractual relationship if a circulation amount has been guaranteed and this decreases by more than 20 percent.

Furthermore, any price reductions and damage compensation claims shall be excluded if the Publisher has notified the Customer of the reduction in circulation in such a timely manner that the Customer could have withdrawn from the agreement before the advertisement was published.

21. If an order is cancelled after the official advertising deadline, the agreed-upon price for the order will become due for payment in its full amount.

22. The place of performance shall be Würzburg. In commercial dealings with businesspeople, juridical persons under public law or special funds under public law, the legal venue for any possible legal actions shall be Würzburg.

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General Terms and Conditions for online advertising with Haufe Lexware GmbH & Co. KG:

1. Business activity

Haufe Lexware GmbH & Co. KG (hereinafter referred to as "HL") markets advertising space on websites and on other Haufe Lexware electronic media. HL executes received and accepted orders as commissioned by the advertising client (hereinafter referred to as "Client") in each case under its own name and on own account.

2. Advertising order, General Terms and Conditions

2.1 "Advertising order" in terms of the General Terms and Conditions below constitutes the contract concluded on the placement of advertising material or materials in information and communication services, especially the Internet, for distribution.

2.2 All current and future advertising orders are subject exclusively to the General Terms and Conditions set out below. HL does not accept clients' conditions that differ from these General Terms and Conditions. The latter shall not become part of the contract, irrespective whether HL specifically objects or not.

2.3 HL is entitled to change the General Terms and Conditions at any time. HL shall notify its contractual partners of any changes at least one month in advance. The amended General Terms and Conditions are deemed accepted unless the Client objects in writing (by mail, fax or e-mail) within four weeks after receipt of the relevant notification.

3. Advertising material

3.1 Advertising material in terms of these General Terms and Conditions may comprise one or more of the following elements:

- a picture and/or text,
- sound sequences and/or moving pictures,
- a sensitive area which, on activation, establishes a connection to further data at an online address given by the Client and located either in the Client's field or that of a third party (e.g. a link).

3.2 HL reserves the right to clearly identify advertising material not evident as

such due to its design with the word "Advertisement".

3.3 Only formats shown in the valid HL price list are available for the placement of advertising material. Special formats and special forms of advertising are possible, subject to consultation with and verification by HL.

4. Conclusion of contract

4.1 The advertising order placed by the Client on HL shall be validated either on the basis of a written (by mail, fax or e-mail) order confirmation by HL or by completion of the order by HL. HL shall be entitled to reject unconfirmed orders without furnishing reasons.

4.2 The Client's verbally communicated orders or changes to confirmed orders are effective only once they have been confirmed by HL in writing.

4.3 HL accepts orders only under the condition that the advertising material does not violate existing laws or rights of third parties.

4.4 All advertising orders are subject to the agreement of the specific owner of the online offer.

4.5 Insofar as advertising agencies or agents place orders, the advertising order shall, in case of doubt, be deemed given by the advertising agency, unless explicitly otherwise agreed in writing. Orders by advertising agencies or agents shall be accepted only in case of named advertisers. HL is entitled to demand proof of mandate from the advertising agency or agent.

5. Insertion period, placement

5.1 The insertion period is individually determined according to the booked contacts and period (fixed placement) or in accordance with the booked period and contacts.

5.2 In order to achieve the booked page impressions, HL is entitled to show the advertising material on other than the booked websites, without any arising liability of HL towards the Client.

5.3 If orders include placement instructions, such orders are deemed binding even if the placement instructions cannot be complied with. The prices as set out in

the tariffs are charged for accepted placements.

5.4 If several advertising materials are supplied for an advertising order, HL will rotate these as per standard, unless the Client has submitted a schedule for the placement of each advertising material.

6. Data provision

6.1 The Client is obliged to observe the necessary advertising materials components that must be provided for publication, the technical specifications to be met by the advertising materials, the method by which the advertising materials must be submitted and the latest date by which said materials must be provided. The Client is obliged in particular to ensure that the target URL through which the advertising material is linked to the webpage of the advertiser remains active for the duration of the insertion of an order. If the Client should become aware of disrupted links between the advertising material and the target URL, he shall inform HL of such disruption without delay.

6.2 Advertising materials should generally be submitted seven working days at the latest before start of placements. Delivery is to: onlinewerbung@haufe.de. The Client carries the risk of transfer of specific advertising material for publication, especially the risk of loss of data, unless such loss was caused by transfer problems for which HL is carrying the risk.

6.3 HL does not accept any responsibility for the supplied advertising or other material and is not obliged to return such to the Client. HL's obligation to store advertising material ends three months after the last distribution.

6.4 HL will request replacements for unsuitable or damaged material. HL offers no guarantee for the agreed distribution of the advertising material in the event of improper or especially late or subsequent delivery, especially for achieving the booked page impressions.

6.5 In the event that the advertising order cannot be fulfilled due to improper, especially incomplete, late or lacking delivery of advertising material, the Client is obliged to pay HL the agreed fees in compensation.

7. Cancellation of an order, termination of the contract by the Client

7.1 Cancellation without costs is possible only until five working days before the agreed placement at the latest. Cancellation must be in writing (by post, fax or e-mail). In the event of cancellation at short notice, HL is entitled to charge up to 80% of the net order value of the still to be delivered campaign volume. This is in addition to the fees charged for already placed online advertising. In this respect, the discounts applicable to the reduced volume are applied.

7.2 If the Client terminates the advertising order without good reason (see Paragraph 649 Sentence 1 BGB [German Civil Code]), he shall pay for the services delivered free of defects up to the date the notice of termination becomes effective. The Client is also obliged to pay HL a lump sum compensation for damages in the amount of 10% of that part of the order amount which was not performed. The Client shall bear the burden of proof that the damages to HL were minor or nil. The assertion of an exceptionally high claim to damages by HL in an individual case is not excluded.

8. Right of refusal, blocking

8.1 HL has the right to refuse or to block advertising material, including individual access within the framework of an order, if the content of such advertising material violates laws (e.g. copyright, competition, press or criminal laws) or official regulations or if said content had been objected to by the German advertising council in the course of an appellant process, or if it would be unreasonable to expect HL to publish same, due to content, origin or technical form.

8.2 HL is entitled in particular to withdraw already published advertising material if the Client himself makes subsequent changes to the content of the advertising material or if the data to which a link refers is changed in retrospect, thereby meeting the requirements of Section 8.1.

8.3 HL will inform the Client without delay of any refusal or blocking. In this case, the Client is entitled to make changed or new advertising material available to HL which complies with HL's requirements. HL may charge the Client for additional costs arising from this.

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8.4 HL has a claim to the agreed fee, even if a substitute placement under Section 8.3 is no longer possible. If the Client cannot be held responsible for the refusal or blocking, he may demand (pro rata) compensation from HL for payments already made, minus costs already accrued to HL. Further claims by the Client are excluded. Should the Client not have made any such payments yet, the Client shall be obliged to reimburse HL for already accrued costs.

9. Guarantee of rights

9.1 The Client guarantees and assures that he has obtained all the rights required for the placement of the advertising material and that he has in particular obtained all the required rights of use from the owners of copyrights, ancillary copyright and other rights to the advertising documentation and text he has provided and may freely dispose of such.

9.2 The Client exempts HL from all third party claims against HL which may arise from the violation of copyright, competition, press or criminal laws or other legal stipulations. The Client furthermore exempts HL from the costs of necessary legal defence. The Client is obliged in good faith to support HL with documentation and information in legal defence against third parties.

9.3 To the extent in time, volume and content necessary for the execution of the advertising order, the Client transfers to HL all the required copyrights, rights of use and ancillary copyrights required for the use of the advertisements in online media of all kinds, including the Internet, including especially the right to copy, transfer, transmit, process, read and download from a database. The above rights are transferred spatially unlimited in all cases and entitle to placement using all known technical means and forms of online media.

10. HL guarantee

10.1 HL guarantees, within the framework of predictable requirements, the best possible reproduction of the advertising material under the current technical standards. The Client is aware, however, that it is not possible according to state-of-the-art to create a programme totally free of errors.

10.2 An error in the presentation of the advertising material is particularly not given if the impairment is caused by the use of unsuitable display software and/or hardware (e.g. browser), by faults in the communication networks of other operators, by third party computer failure (e.g. other providers), by incomplete and/or not activated offers on so-called proxies (intermediate storage) or by failure of the Adserver lasting no longer than 24 hours (continuous or added up) within 30 days of the start of the contractually agreed placement.

10.3 If the AdServer should fail for a considerable period (more than 10% of the booked time) in the course of a time-limited fixed booking, HL shall endeavour to supply the missing media service later or to extend the insertion time. If this should not be in the interest of the Client or if later supply is impossible, the Client shall not be obliged to pay for the period of the defect. Further claims are excluded.

10.4 If the quality of the presentation of the advertising material is not satisfactory, the Client is entitled to substitute advertising of good quality, but only to the extent that the purpose of the advert has been impaired. Should HL not deliver within a reasonable period given to him or if substitute advertising is impossible, the Client has a right to a reduction in fees or to cancellation of the order.

10.5 The Client is obliged to inspect the advertising immediately after its placement or its appearance on the website or on other electronic advertising media and to lodge a complaint about obvious flaws within a week after placement or appearance at the latest. If the complaint is not lodged in good time, the Client's guarantee claims are voided. Should possible flaws in the advertising material not be obvious, the Client has no claim in respect of unsatisfactory publication. The same is applicable in case of flaws in repeated advertising placements, unless the Client points out the flaw before publication of the next advertising placement.

10.6 In the event of flaws in the execution of an advertising order, the Client is not entitled to refuse payment of another advertising order.

11. Service defects

If an advertising order is not executed for reasons for which HL cannot be held responsible (e.g. caused by software or for other technical reasons), especially due to computer failure, force majeure, strikes, legal regulations, defects for which third parties are responsible (e.g. other providers), network operators or service providers or other comparable reasons, the order will, as far as possible, be made good. In case of an order made good after an appropriate and reasonable time after remedy of the defect, HL's claim to compensation remains valid. HL shall inform the Client in the event of a considerable postponement.

12. Liability of HL

12.1 HL does not guarantee uninterrupted access to the website; neither does it guarantee that specific results will be achieved by placing the adverts.

12.2 Claims for compensation of damages arising from active violation of contractual duty, culpability at contract conclusion and illegal action are excluded in case of slight negligence of HL, its representatives or vicarious agents. This does not apply to lack of assured properties and the violation of significant contractual duties, in which case liability is limited to foreseeable damage. Claims for damages arising from impossibility of the service and delay are limited, in case of slight negligence, to compensation for foreseeable damage.

12.3 In case of gross negligence of common vicarious agents, liability towards businesses is limited to the amount of the foreseeable damage. This does not apply to the violation of essential contractual duties.

12.4 Liability for personal injury and under the Product Liability Act remains unaffected.

12.5 Insofar as HL is obliged to compensate for damages, HL shall position the Client such that the contract appears not to have been concluded (negative interest); compensation of damages arising from non-performance is excluded.

13. Price lists

13.1 Unless individually otherwise agreed, the valid HL price lists at the

time of conclusion of the contract are applicable to advertising orders.

13.2 HL reserves the right to change the prices. This is not applicable to those who are not businessmen if the order affected by the change is not part of a framework agreement and is intended for execution no later than four months after conclusion of the contract. For orders confirmed by HL, price changes are only applicable if they are announced by HL at least one month before publication of the advertising material. The Client has the right to cancel in the event of a price increase. The right to cancellation must be exercised within five working days after receipt of the notice about the price increase.

13.3 Advertising agencies and other advertising agents are obliged to adhere to the HL price list in their offers, contracts and accounting involving potential clients of HL.

13.4 Discounts are determined in accordance with the HL price list valid in each case.

13.5 The Client grants HL the right, in the event of over-delivery of campaigns, to invoice an additional amount of up to 5% of the agreed volume.

13.6 The prices do not include the cost of production of the graphics and advertising material text.

13.7 All prices in the price lists are net and exclude the statutory VAT applicable at the time.

14. Invoices, set-off

14.1 Invoices are generated on the day the advertising appears. Unless otherwise agreed in writing, invoices shall be paid into an account specified by HL within 10 days of the invoice date, without any deductions. The credit advice shall determine whether the payment was in time. A special written agreement is required for the deduction of discounts.

14.2 HL may in principle request advance payment in the case of new customers and for the dispatch of newsletters.

14.3 All invoices are based on the reports HL compiles for the customer. HL must be notified of objections to reports in

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writing within seven days. The basis of calculation is deemed accepted unless objections are raised in time.

14.4 Differences may occur between the statistics of HL and those of the Ad-serving system of the customer in the case of redirected campaigns. In accordance with the industry standard, differences up to 15% do not justify a complaint. HL is prepared to investigate the reasons in the event of larger deviations. The customer must for this purpose grant HL full access to his Ad-serving system for the relevant campaign. Unless such access is granted to the full extent, the figures of HL shall be definitive even in case of deviations exceeding 15%. HL shall submit a research report to the customer detailing the reasons for the deviations. The specific report thereby accepted as valid shall be accepted as the basis for the final account.

14.5 Exercise of a right of retention or set-off against own claims against HL claims is only allowed provided the Client's claims are uncontested or were established before a court of law.

15. Payment arrears, advance payment

15.1 In the event of payment arrears or deferral, HL is entitled to charge interest of 8 percentage points annually above prime lending rate pursuant to § 247 BGB [German Civil Code]. If the damage suffered by HL following arrears is higher, HL shall be entitled to assert this. HL can furthermore, in case of arrears, postpone further execution of the current advertising order until payment has been made and demand advance payment for the remaining placements.

15.2 Objectively justified doubt about the paying ability of the Client constitutes justification for HL to make further appearances of this or further advertising material dependent upon advance payment and the settlement of unpaid accounts, irrespective of any originally agreed method of payment. In justified cases, HL reserves the right to demand prepayment or security deposits.

16. Extraordinary notice of termination by HL

HL is entitled to give written notice of extraordinary termination (by post, fax

or e-mail) especially if the Client has not complied with his duty to pay after two warnings, if an insolvency procedure has been filed against his assets or if the Client has repeatedly violated his contractual duties. In the case of an extraordinary notice of termination, HL is entitled to cease placement of the advertising material(s) with immediate effect.

17. Data protection

The advertising order is executed in compliance with the current legal data protection stipulations, with specific reference to § 33 BDSG [Federal Data Protection Act].

18. Cession of claims

The Client is not entitled to sell, cede or otherwise transfer rights and duties under the contract to third parties without prior written consent by HL. HL is entitled to cede or transfer rights and duties under the contract to a third party at any time. The Client explicitly agrees to this.

19. Miscellaneous

19.1 The headquarters of HL are the place of execution.

19.2 The place of jurisdiction for legal disputes concerning business transactions with business people or legal entities under public law or in case of a special fund under public law, shall be the responsible court where HL is headquartered, but whereby HL may also assert claims against the Client at any other court responsible for that Client. Insofar as claims by HL are not asserted by dunning procedure, the place of jurisdiction for entities other than business people shall be their place of residence. If the domicile or usual place of residence of the Client, also in the case of entities other than business people, is unknown at the time a claim is filed or if the Client has moved his domicile or usual place of residence away from the region of validity of the law after the conclusion of the contract, then the place of jurisdiction, if the contract was concluded in writing, shall be the responsible court where HL is headquartered.

19.3 German law shall be exclusively applicable to concluded contracts.

19.4 Amendments or addenda to an advertising order, including supplementary agreements, shall be in writing to be legally effective.

19.5 Should individual parts of these General Terms and Conditions be or become ineffective, the remaining stipulations shall remain unaffected thereby. The contractual partners are obliged to substitute the ineffective stipulation with an effective arrangement to approach the economic intentions of the ineffective stipulation as closely as possible. The same shall apply to a gap that needs to be filled.

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Contractual terms and conditions for participation in an online trade fair of the Operator, Haufe-Lexware GmbH & Co.KG, Freiburg, owner of all the rights to and contracts for the online trade fair offer. Haufe-Lexware GmbH & Co.KG. is the initiator and organiser in the Marketing context.

1. General contractual terms and conditions

1.1 Registration for the online trade fair is effective with receipt of the fully completed and legally binding signed registration form by Haufe-Lexware in Würzburg. Registration cannot be subject to suspensory or resolvent conditions, e.g. depending on exclusion of competitor companies. The Operator will acknowledge receipt of the registration form in writing.

1.2 The contractual relationship is established after explicit, written acceptance by both the exhibitor and Haufe-Lexware (hereinafter referred to as Operator). Unless agreed otherwise, the duration of the contract shall be for a period of one year from first activation of the exhibitor's offer. It is automatically extended by a further year in each case, unless the Operator has received a written notice of termination at least three months prior to the end of the contractual year or unless cancelled by the Operator.

1.3 The exhibitor undertakes, when delivering text and images, to comply with all provisions of the applicable Data Protection Act and the voluntary obligation regarding the use of visitor data and other relevant legal provisions, as agreed in this contract, especially regarding publication on the Internet.

1.4 The Operator will contact the exhibitor at least five days prior to commencement of the trade fair to agree on the data transfer and the design of the virtual trade fair stall before final activation. The exhibitor is personally responsible for input, maintenance and veracity of the content of his submitted information (text, images, sound) required for the virtual trade fair stall and shall implement this independently via a supplier's port in the agreed format. The content may then be updated and supplemented via the maintenance port at any time. The exhibitor has no claim for

financial compensation if activation for the trade fair is delayed because the exhibitor has failed to observe the time constraints, i.e. activation is only after the start of the contractual trade fair participation. The Operator shall not be liable for the information (text, image and sound) made available by the exhibitor. The exhibitor accepts liability and confirms that he is the owner of the copyright to the information in the form of text, images and sound which he uses in the online trade fair and that the rights of third parties are not infringed.

1.5 At the time of registration, the exhibitor agrees that his information may be stored, evaluated and also passed on to third parties in the context and for the purposes of the trade fair. He also undertakes to participate in electronic evaluation programmes and thereby declares that he agrees to information about his participation being used exclusively for advertorial purposes.

1.6 The Operator is entitled to organise the preparation of photographs, video recordings, print screens and other documentation about exhibition events, the trade fair stands and the exhibits for use in advertisements or press releases, without the exhibitor having a right to object or make claims of any kind. This also applies to recordings which the press or television may prepare directly with the Operator's approval. Copyright provisions must be complied with in this respect.

1.7 The Operator is entitled to change the layout and technology of the Internet presentation to serve the objectives of the virtual trade fair, for reasons of technological progress or if required due to unforeseeable events. In these cases the exhibitor is not entitled to compensation.

1.8 Within commercially reasonable limits, the Operator assures the greatest possible availability and security of the server on the Internet by deploying technical solutions and by daily monitoring. In the context of this agreement, however, the risks of providing information on the Internet are explicitly pointed out and no liability is accepted or warranty offered in respect of short-term temporary interruptions to the offer, provided these are due to technical reasons, the Internet, third parties or

other factors for which the Operator cannot be held responsible. The same applies to the protection and potential abuse of the data provided by the exhibitor for publication and for use.

1.9 The Operator shall undertake intensive advertising of the online trade fair on the Internet and in the printed media in order to attract as many visitors as possible. The Operator will consider the target audiences of the exhibitor in the selection of the media. The Operator offers no guarantee as to the number of visitors. The exhibitor has no entitlement to a specific number of visitors.

2. Data protection and use

The Operator shall provide the offerer with data on visitor activity in the area of his presentation and at the online trade fair on a regular basis, provided this is within the contractual remit of the service packages. The offerer shall also receive direct access to statistical and survey options in the system. Under this agreement, the exhibitor undertakes to comply with the following regulations in respect of the visitor's right to confidentiality, the data protection rights of third parties such as e.g. competitors and the Operator's granting of rights.

2.1 The exhibitor undertakes to maintain confidentiality in respect of granted access rights to visitors' data and statistics and to oblige all persons authorised by him to comply with the use and voluntary obligation provisions arising from this contract.

The exhibitor is explicitly entitled to the use and processing of data only for the purposes of his own business operations and the purposes envisaged under this contract. Making these available to third parties or any other use is prohibited. The exhibitor is liable for any breaches of this agreement.

The exhibitor's use of visitor data is related to the contractual scope of services and utilisation and is limited by the provisions of the data protection act in the Federal Republic of Germany.

Leadlevel 1:

Personal and contact data of general visitors of the online trade fair may, insofar as included under the scope of

the contract, be used in the first contact step solely for the purpose of direct mailing by post.

Subsequent approach by telephone with reference to the mailing is possible.

Leadlevel 2:

Personal and contact data of visitors to the respective hall may, insofar as included under the scope of the contract, be used in the first contact step solely for the purpose of direct mailing by post or e-mail.

Subsequent approach by telephone with reference to the mailing is possible.

Leadlevel 3:

Personal and contact data of visitors to the own stall may be freely used for the purpose of the own business. Transfer to a third party is prohibited in this case as well.

Should the visitor refuse further contact or declare this undesirable, the exhibitor undertakes to immediately and unreservedly honour this.

2.2 The Operator is entitled to change the content, scope and form of the data structure made available to the exhibitor should this be or become necessary due to legal requirements. This shall not affect the contractual relationship per se and the exhibitor shall have no arising extraordinary rights to termination, retention or claims for return.

2.3 The Operator undertakes to ensure that the quality and accuracy of the required information in the registration procedure is assured as far as technically and economically possible and reasonable. But the Operator gives no assurance that individual data and information are correct and offers no guarantee in this respect nor does he accept liability for possible costs and consequences in the use thereof.

2.4 The Operator and the recipients of data undertake, pursuant to § 6 (1) and (2) Data Protection Act, to provide information on the stored personal data of a registered person, on request of the Operator or said person, and correct or delete same. In the event of a direct request by an individual, the Operator

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shall be informed in order to implement the same in the remaining stored data.

3. Payment terms and conditions

3.1 The Operator shall prepare invoices for the package fee and other services. All prices are in EURO net plus the statutory VAT.

3.2 The obligation for payment of the agreed fees arises on conclusion of the contract. Payment must be made without deductions prior to the date of the agreed online trial activation to the account of the Operator.

3.3 If payment deadlines are not met, the Operator may, after prior written notification, withdraw from the contract or withhold online activation. The obligation to pay outstanding accounts remains unaffected thereby.

4. Assignment, set-off, right of retention

Assignment of claims against the Operator, set-off against the participation fees and the assertion of a right of retention are excluded.

5. Withdrawal and notice of termination

5.1 The Operator is entitled to withdraw from the contract if an insolvency procedure has been filed against the assets of the exhibitor; the exhibitor shall inform the Operator without delay of such circumstance in writing.

5.2 The Operator has a right to early termination following prior notice in the event of failure to comply with statutory provisions or with provisions for data protection or use under this contract and in the event of default in payment by the exhibitor.

6. Final provisions

6.1 The mutual rights and obligations under this contractual relationship are subject to the laws of the Federal Republic of Germany.

6.2 The place of jurisdiction and place of performance for payment obligations is Würzburg, the registered office of the Operator.

6.3 All claims of the exhibitor against the Operator shall prescribe within 6

months. The prescription period shall commence with the date of occurrence of the claim but no later than the end of the month in which participation in the online trade fair ends.

6.4 Should one of the above terms and conditions be invalid, the contract as a whole shall be unaffected thereby. The invalid provision shall be replaced by a valid provision as far as possible in agreement with the original economic and substantive purpose, which shall then become an integral part of the contract.