

General Terms and Conditions of Purchase of metafinanz Informationssysteme GmbH for Services in the IT environment (as per 01.08.2008)

§ 1 Scope of Application/Exclusion of General Terms and Conditions of Contractor

The General Terms and Conditions of Purchase ("AEB") state the conditions according to which metafinanz Informationssysteme GmbH (hereinafter referred to as "metafinanz") shall receive services from the Contractor specified in detail in the individual order provided that these conditions are not otherwise explicitly modified or excluded in writing. They shall apply for all present and future business relations and business transactions with the Contractor.

General terms and conditions of the Contractor shall not become binding, even if not explicitly objected by metafinanz. The acceptance of services rendered shall not be deemed as acceptance of general terms and conditions of the contractor as part of the agreement.

§ 2 Scope of Services

- 2.1 The Contractor undertakes to perform services for metafinanz as set forth under the individual order by itself or by qualified vicarious agents as well as to produce and deliver the working results as described in the individual order in its sole project responsibility.
- 2.2 The Contractor shall be free in determining the place of performance and the time of performance. The employees of the respective contractual party shall be subject to the exclusive directive or supervisory authority of the contractual party, which is employer of the respective employees, irrespective of the place of work performance.
- 2.3 The Contractor hereby undertakes to give priority to and strictly comply with any given deadlines set by metafinanz whenever meetings with metafinanz are to be scheduled, orders executed, conceptional designs to be realized or similar transactions or operations are concerned. metafinanz and the Contractor shall determine the beginning and termination of each individual order as well as any deadlines for projects separately in writing.
- 2.4 The deadlines for each project are determined in the individual order. In the event that the Contractor is prevented in performing its contractual obligations for any reasons following the acceptance of the order, even if only temporarily, the Contractor shall be obligated to inform metafinanz in due course stating the presumable term of said prevention.

§ 3 Remuneration

- 3.1 The remuneration agreed upon between the parties shall be determined in the individual order. All payments shall be payable plus VAT. Unless otherwise agreed upon in the order, the remuneration shall be determined according to time expenditure (rate per day / hourly rate).
- 3.2 If accounts are settled on a monthly basis in accordance with time spent, the Contractor shall notify metafinanz as per the 15th day of the month about the time expenditure to be remunerated for settlement of the previous month. The time sheets shall be deemed accepted if not objected by metafinanz in writing within a period of 4 weeks following the day the time expenditure was asserted and communicated to metafinanz. The remuneration payable for each individual order shall be due within 4 weeks after receipt of invoice.
- 3.3 If the services to be performed under the individual order comprise a certain result or success or the supply of newly produced movable items, the acceptance thereof shall be regarded as an additional precondition for the maturity date. However, advance payments can be agreed upon in the individual order.
- 3.4 The invoice shall reflect the nature and kind of services performed as well as the remuneration payable for these services, each in an understandable and verifiable way, with advance payments taken into account and disclosed, if any. The maturity of the invoice shall be suspended unless the remuneration payable is not clearly and verifiable reflected in the respective invoice or if the invoice does not meet the statutory legal requirements. In case the remuneration is payable on a time expenditure basis, the corresponding performance records have to be attached to the statement of services performed and time spent.
- 3.5 Payment of the remuneration agreed upon shall be construed as settlement of all claims of the Contractor for services to be performed. Any expenses regarding the time spent and costs fallen due for travelling to and from the place of performance shall not be reimbursed. Contractor undertakes to submit all personal taxes and social security contributions falling due as well as for its employees.

§ 4 Warranty

If the services to be performed under the individual order comprise the successful work performance or the supply of a newly produced movable item, the statutory regulations with regard to the liability for defects shall apply, subject to the provision that the limitation period is twelve months and that a rescission is not possible unless the Contractor failed at least two times in its attempts of subsequent performance or remedy or in the event the Contractor rejects such remedy.

§ 5 Liability

- 5.1 Contractor and **metafinanz** shall be held fully liable in the event of any physical injury incurred as regards life, body and health and which they are responsible for; in the event of any infringement of third party rights, if a guarantee is accepted and in the event of any other damages incurred and which they are responsible for as a result of wilful action or gross negligence.
- 5.2 In the event of slight negligence the parties shall not be held mutually liable unless it is a case of material breach of contract. In the event of an act of negligence resulting in a material breach of contract the liability shall hereby be limited to damage claims directly connected with the causative action or conduct, as well as to damages the occurrence of which were reasonably foreseeable in the course of a typical business transaction of that kind upon conclusion of the contract. This limitation of liability shall also be applicable for persons employed by both parties to perform the contractual obligations (vicarious agents) or any legal representatives of the parties.
- 5.3 The liability in accordance with the Product Liability Act remains unaffected.
- 5.4 The claim for indemnity against liability due to an infringement of third party rights (§ 1 of Annex 1 to the Framework Agreement of Sub-Contractors) shall not be limited by this limited liability clause.

§ 6 Termination

- 6.1 The Framework Agreement can be terminated by each party with a notice period of 4 weeks to the end of the month. Termination in the course of an ongoing order shall only be possible with effect as to a point of time following the completion of the order.

Individual Orders can also be cancelled by a notice period of 4 weeks to the end of the months unless not otherwise stipulated in the individual order.
- 6.2 The extraordinary right of cancellation for cause shall remain unaffected. This shall particularly be the case:
 - (1) in the event of a considerable deterioration of the financial situation or standing of the respective other contractual party, or if there is a potential threat of such deterioration and there is a potential threat that the obligations and liabilities which result from the business relation with the party willing to terminate can not be met; or
 - (2) if insolvency proceedings are opened over its assets or if similar court or non-court proceedings are opened for settlement of debts; or
 - (3) if the Contractor or its employees and sub-contractors fail to comply with the regulations with respect to the reliability testing (*Zuverlässigkeitsprüfung*) (§ 4 of Annex 1 of the Framework Agreement for Sub-Contractors; or
 - (4) if the Contractor or its employees and sub-contractors fail to comply with the regulations under the integrity clause (§ 5 of Annex 1 of the Framework Agreement for Sub-Contractors).

§ 7 Naming as Reference Customer

The Contractor shall only be entitled by prior written consent of **metafinanz** to advertise and use the name or the logo of **metafinanz** as reference customer. For this purposes, Contractor shall submit to **metafinanz** the wording/pictures/logos intended for publication.

§ 8 Final Provisions

- 8.1 Any contractual agreements entered into by the parties to this agreement shall not be valid unless they are in writing. This shall apply for the suspension of this writing requirement accordingly.
- 8.2 The individual contract is subject to German Law. The provisions under the UN Sales Conventions shall hereby be excluded.
- 8.3 Place of jurisdictions for any disputes arising under or in connection with a framework agreement or an individual order shall be Munich. If the Contractor has its place of business abroad, the Contractor may also be sued before the competent court responsible for its place of business.