



GENERAL TERMS AND CONDITIONS

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General Terms and Conditions (GTCs) of Flymint GmbH (Germany)

Note

This document is a translation of the German “Allgemeine Geschäftsbedingungen” (AGB) of Flymint GmbH that shall serve as help and orientation for our foreign customers. The following English version shall not affect or restrict the validity of the German AGB.

Foreword

The subsequently explained General Terms and Conditions (GTCs) serve as the foundation for trustful cooperation with our customers. They are the common basis for both contracting parties for the purpose of achieving the highest standards of work. The GTCs are legally binding to both parties.

In the following, the contracting partners are Flymint GmbH as service provider, hereinafter termed “FLYMINT”, and the customer.

1 Scope of Application

All services provided by FLYMINT shall exclusively be performed on the basis of these GTCs. Overriding terms or terms that deviate from the GTCs shall apply only after FLYMINT has expressly confirmed this in writing.

All statements and agreements between the contracting parties must be made in writing. For the purpose of mutual security, orally made agreements must be documented in writing as well.

By ordering the services provided by FLYMINT, the customer automatically accepts these GTCs.

The herein defined GTCs include all future business relations between FLYMINT and the customer even if this has not explicitly and separately been stipulated.

2 Subjects

2.1 Basics

The following conditions apply to the creation of concepts, designs and applications made by FLYMINT.

2.1.1 Copyright

Applications, dialogues, advertising material and address material are protected under the copyright law. All rights herein, in relationship between the parties, are reserved by FLYMINT. If usage rights have been conferred to third parties, exploitation rights are reserved by FLYMINT.

The customer must ensure that data, source codes, texts, pictures as well as film and sound documents, which have been provide for design purposes, are free of rights of third parties so that the contractually stipulated purpose can be fulfilled. In this respect, the customer shall indemnify FLYMINT against all claims of third parties.

FLYMINT has the right to attach a copyright notice to all documents, programmes, applications etc. that have been created or produced by FLYMINT. Copyrights of sub-suppliers shall be noticed the same way if necessary.

Especially the legal notice on a website must contain a suitable reference and, if possible and required by FLYMINT, a hyperlink to the internet offer of FLYMINT shall be added.

FLYMINT will claim compensation payments if copyright laws are violated. Instead of compensation payments, FLYMINT has the right to claim recovery of profits that have been induced by the violation of copyright as well as detailed accounting reflecting such profits.

2.1.2 Grant of Rights

Without the prior written approval of FLYMINT, the customer shall not transfer applications produced by FLYMINT or parts of it to own or external documents, and the customer shall not provide third parties with these against payment or free of charge. If the provided

services are used for other purposes than the one intended in the contract, FLYMINT has the right to demand the usual licence fees. Every otherwise use of the deliveries and services of FLYMINT requires their prior written consent.

Within the scope of this contract, the customer is allowed to use the internet applications according to the following rules:

The customer is allowed to use and store the internet application for his purposes on the random access memories and the hard-drives of his personal computers and, where necessary, he/she can load them to the computers of his/her provider. Any reproduction and the selling of the application are prohibited beyond these limitations. But the customer is allowed to correct texts or pictures in the documents that do not affect the technical process. The application must only be used for the purposes of the customer and, unless otherwise agreed, it must not be passed to third parties.

Other forms of exploitation of the application, especially the porting of the process flow diagram in other programming languages and the editing of files, which affect the programme operation, are prohibited. Within the scope of the respective licence contract, the customer is allowed to lend or to rent the application.

2.1.3 Obligation of Cooperation

Each contracting party denominates a project leader as contact partner, who is responsible for information and authorized to issue instructions.

FLYMINT and the customer obligate themselves to reciprocal loyalty. Both contracting parties immediately inform each other about circumstances that occur within the course of the contractual relationship if these might affect the project.

The customer shall provide FLYMINT with all information needed for the contractually agreed service provision free of charge.

2.1.4 Changes to the Services

All changes to the service, which are requested by the customer after he has already received the order confirmation, deserve the written approval of FLYMINT. FLYMINT reserves the right to amend the contract or to reject the change request if it causes the amendment of the contract.

If service deadlines have been agreed on, they shall be extended to a reasonable extent in the case of changes to the object of services.

Additional expenses due to service alterations requested by the customer shall be charged additionally.

2.1.5 Data Delivery and the Use of Data

Scope, purpose and extent of the intended delivery, acquisition, processing and the use of data shall be determined by the agreements between FLYMINT and the customer.

FLYMINT is not obliged to review data that has been delivered by the customer or by third parties commissioned by the client, no matter if they have been transferred or delivered on data carriers.

In the case of data that cannot be processed or read, which have been delivered by the customer, FLYMINT shall be obliged to inform the customer immediately.

The customer must protect data transfers by the use of anti-virus programmes and he has to make sure that these programmes have been updated to the latest state-of-the-art before sending.

FLYMINT reserves the right to provide project-involved third parties with data delivered by the customer if this is necessary for the realization of the services contracted.

Personal data will be treated confidentially and according to the privacy agreement (see 2.1.6).

2.1.6 Privacy

Both contracting parties are obliged to ensure that the internal organisation of the enterprise is realized according to the requirements of the German Data Protection Act. For that reason both parties will set out appropriate technical and organisational measures to safeguard the security of their data and to protect them against misuse and loss. Both contracting parties must ensure that technical precautions are always at the latest state-of-the-art.

Project-involved third parties are allowed to process data, which has been provided by the customer, provided that the relevant data precautions have been made (see 2.1.7).

For the sake of protection of address data during the import and export, please read the agreements described under point 2.4.3.

2.1.7 Confidentiality

During the execution of the contract, both contracting parties are obliged to maintain secrecy about all sensitive information and documents that have been provided by the other party, as long as this obligation does not restrict their freedom of action and the freedom of economic activity.

Notable exceptions to the above are information, which were publicly available at the date of receipt; information, which will become public without a wrongful act of the receiving party; or information, which have been developed by the receiving party independently.

Employees or contracting partners as well as project-involved third parties shall be similarly bound to secrecy in writing. This also applies for the customer's employees with respect to the legal relationships according to the FLYMINT-software and the powers of the customer described under the points 2.1.1 and 2.1.2.

By the end of the contract or due to contract cancellation, the contracting parties will not be released from their secrecy obligation.

2.1.8 Employing Sub-Contractors

The customer hereby agrees that FLYMINT consults and commissions sub-contractors for the fulfilment of the contractually agreed services. These service providers are obliged to maintain secrecy (see 2.1.7).

2.1.9 Acceptance by the Customer

FLYMINT reserves the right to demand a written statement by the customer (acceptance protocol). Therein the customer confirms by signature that supply and service have been correct, complete and free of faults. A statement of acceptance can only be refused if the supply or the service has fundamental defects, which could not be remedied.

Due to the fact that a project usually consists of several stages, FLYMINT has the right to request the customer's signing of an acceptance protocol for each project part. This procedure serves as mutual coverage and, at the same time, as basis and prerequisite for services that have to be fulfilled by FLYMINT within the following steps.

The statement mentioned above is regarded as given as well if the customer has been using the supply or the service for more than three weeks without complaint, or if he expresses his acceptance otherwise, for example by non-response to a corresponding written request for acceptance, or by payment.

The customer is obliged to inspect all supplies and services immediately for completeness and defects.

Defects must be claimed by detailed written descriptions.

2.1.10 Legal Advice

In the course of cooperation, consultancy by FLYMINT must not to be equated with legal consultation. Any advice by FLYMINT must be regarded as hint or recommendation, which is why this can never replace the consultation of a counsellor.

The customer is obliged to ensure that his advertising is inoffensive and legally conform.

2.1.11 Right of Revocation

Unless otherwise agreed, the customer has the right to use the internet application in accordance to the agreed conditions from the invoice date on that is before the total payment of the licence fee.

FLYMINT reserves the right to revoke the right of use for good cause. A good cause is given in particular if the customer is in payment arrears, if he/she infringes the copyright, if he/she does not comply with the restrictions on use for the application, or if he violates the obligation of confidentiality.

In the case of revocation, the customer is obliged to return all supplies and services and to delete stored applications. The fact that the customer has deleted the application must be confirmed by him/her in writing.

FLYMINT will not tolerate illegal contents on their applications and prevent them if necessary. The customer is obliged to use and publicise lawful content exclusively. FLYMINT reserves the right to pause the application up to the final investigation and confirmation of the content's legal conformity if there are grounds to suspect illegal contents.

Due to the fact that the investigation of legal conformity has become necessary, the customer shall indemnify FLYMINT for any claims for compensation (especially for claims of third parties), which result from the pausing of applications or from temporary deactivation and unavailability.

2.2 Consultancy Service

FLYMINT performs consultancy services primarily in the form of workshops, which are the basis of cooperation and which have to be commissioned and charged in separate.

All recommendations and prognoses by FLYMINT that have been made within the workshop and during project support are conducted to the best of our knowledge and belief, based on experience and knowledge. The decision what kind of measures will finally be implemented in which way, will be taken by the customer exclusively. For that reason, FLYMINT does not assume liability for the consequences that resulted from consultancy services.

Obvious mistakes (misspellings, miscalculations or formal mistakes and the like in notes, protocols or calculations etc.) might be corrected by FLYMINT at any time, to third parties as well. But a claim to correction of such obvious mistakes is excluded if the customer does not claim such faults to FLYMINT immediately after discovering.

2.3 Online Dialogues

2.3.1 Hosting

Server and domains used by FLYMINT are hosted by domainfactory GmbH (Oskar-Messter-Str. 33, 85737 Ismaning). Therefore, the GTCs of domainfactory GmbH apply for hosting and can be found under the following link:

<http://www.df.eu/de/agb/>

If demanded, FLYMINT will provide insight into the data processing contract between FLYMINT and domainfactory GmbH.

2.3.2 Dialogue Creation

All services by FLYMINT that belong to the process of creation (e.g. hints, ideas, concepts, drafts, preliminary designs, scibbles, media-files, CI-guidelines, concrete measures etc.) even parts of it remain the property of FLYMINT. Services created or provided by FLYMINT can be protected under copyright (see 2.1.1).

The customer only acquires the right of usage (reproduction included) due to the payment of the fee and only for the agreed purpose and extent. Unless otherwise agreed, the customer must use services provided by FLYMINT only by himself and only for the contractually agreed duration. But if the customer wishes to, he/she may purchase additional licences at any time.

The customer must not change supply or services that have been produced by FLYMINT without prior written approval by FLYMINT or, if the services are protected by copyright, without the written approval of the originator.

Suggestions by the customer or other kinds of contributions will not affect the amount of payment. They constitute no claim for shared copyright.

2.3.3 Implementation and Programming

FLYMINT will set up a computer programme or a WWW- or internet application according to the contractually agreed specification of services. This application consists of installation files, directly executable programme files, or HTML-documents. If necessary, it will also contain embedded Java Scripts, Java-Applets, graphics and CGI-programmes, which will be provided within the agreed programme and data infrastructure via a WWW server. The customer will be provided with Java-applets and CGI-programmes in executable form.

A documentation of the programme or a user manual will only be provided if separately agreed in writing.

2.3.4 Adjustments and Changes

Number and extent of adjustments must be agreed on by both contracting parties in advance. The customer must request the adjustments in writing. Adjustments must not significantly change the object of services (see 2.1.4).

2.3.5 Delivery

Delivery will be made after the customer has expressed his final acceptance. According to this, FLYMINT is only bound to deadlines if these have been explicitly agreed on between the contracting parties by order in advance.

Fixed deadlines on the side of the customer have to be referred to as such and must be ordered explicitly. Project schedules with concrete dates are not contractually binding and simply serve as an orientation. These dates are the basis for the well-structured planning of the project process.

2.4 Address Material

In the case of mailing campaigns, FLYMINT shall not be liable to the customer for the correctness and timeliness of the rented or delivered data bases.

When using the provided address data, it is the customer's own responsibility to check them and to oblige to the legal regulations, especially to those of privacy.

The customer must complain about detectable defects that are recognisable by reasonable investigations in writing (§ 377 German Commercial Code), immediately after he/she has received the respective data. If the customer misses this time limit, he/she shall not be entitled to assert any other claims according these defects against FLYMINT.

Even in the event that the customer plans to make use of the addresses at a later date, this does not release him/her of the obligation to carry out a reasonable inspection of the material supplied immediately on delivery.

In case of a justified defect has been reported on time, FLYMINT is obliged to provide either replacements or improvements (supplementary performance). The customer must give FLYMINT the necessary time and opportunity for the supplementary performance.

Should the supplementary performance be unsuccessful, the customer has the right either to reduce or to withdraw from the contract.

Consequential damages due to defects, except damage caused by intent or gross negligence, are excluded from liability. For a slightly negligent breach of contractual duties, the liability of FLYMINT is limited to the typical, contractual and foreseeable damages. The latter shall not apply in the case of infringements of material contractual duties. Claims due to defects of the delivery will become time-barred 12 months from the start of the contract.

2.4.1 Address Procurement

FLYMINT only serves as an agent for address procurement. For address data that have been procured by FLYMINT, the GTCs of the respective sub-supplier are valid for delivery and usage.

The addresses procured remain the property of the enterprises that have provided these addresses for advertising purposes. FLYMINT will be provided with selected address databases to use them for the purposes agreed on with the sub-supplier. In the case of improper multiple use by the customer, he/she will exempt FLYMINT from all claims by the owner of the database.

FLYMINT explicitly points out that every data stock of address records usually contains control addresses, which enable the respective supplier to detect improper multiple use.

FLYMINT, as agent, is not liable for defective addresses and does not guarantee the correctness of the information provided by the address owner. The address renter must immediately express potential claims for recourse against the address owner.

2.4.2 Address Research and Validation

If the customer has directly commissioned FLYMINT to carry out the address research or the address validation, FLYMINT does not guarantee that all postal addresses, target groups, or additional information within these data files are correct and complete at the date of delivery to the customer because of possible changes within the address groups.

Even though FLYMINT constantly revises and updates their address files, it cannot be guaranteed that an addressee is, or still is indeed what he/she claimed to be at the

moment of the last update of the data base, or as given by a third party because the provided addresses are composed of own information gathered by personal, telephone or telex surveys. For this reason, returns (refusals) are inevitable and cannot be considered to be a deficiency in the object of delivery. Therefore, they cannot be regarded as grounds for repayments.

2.4.3 Import and Export of Addresses

FLYMINT as webhost of its web-applications uses the services of third parties.

Customer data, which have been entered into the database, are protected by encryption via SSL-protocols (Secure Socket Layer). This makes sure that data cannot be read or manipulated during the transfer and thereby ensures the identity of the web page.

The customer shall ensure that FLYMINT receives provided address data only in encrypted form. The address list provided must be protected by keyword. For this reason, the customer and FLYMINT will arrange how the keyword can be transferred by an appropriate and safe method.

FLYMINT is obliged to store the keywords of the address lists safely and inaccessibly for third parties. The same applies to printed address list. Address list in digital form must be stored in encrypted file folders.

FLYMINT is obliged to dispose address lists according to the German Data Protection Law after the contractually agreed term has expired.

2.5 Production of Advertising Material

For the purpose of sales approach, the customer decides on form and content of the mailing or advertising material, which will then be produced by FLYMINT. Products, to which the customer is entitled, in particular data and data carriers, shall only be archived by the contractor following explicit agreements, and shall only be saved beyond the point in time when the final product is transferred to the customer or his vicarious agent. Should the items referred to above be insured, in the absence of any agreement in relation hereto the customer must bear responsibility for this.

FLYMINT reserves the right to keep voucher copies of all kinds of advertising materials and/or elements that belong to a campaign if these have totally or partially been designed by FLYMINT, and to use them for the purpose of house advertising.

2.5.1 Design and Product Selection

FLYMINT will submit proposals with respect to form and design of the advertising material to the customer. The content of the mailing will be developed in agreement with the customer. The decision on product and content will be made by the customer alone. For this reason, FLYMINT will not be liable for the consequences caused by the customer's decision with respect to product, advertising material and content.

2.5.2 Manufacturing of Advertising Materials

The material needed for the production of the advertising material will either be purchased from sub-suppliers, provided and invoiced by FLYMINT for the respective order, or it will be provided by the customer him/herself. As it is usual in this sector of industry, it is deemed to be agreed that an extra amount of 5 % of the material to be processed will be ordered or delivered because of the expected number of defects.

If it has been agreed that the customer should provide the material, he/she is obliged to deliver the material to FLYMINT in perfect condition and free of charge. In this case, FLYMINT is indemnified from undertaking controls of quantity and quality.

The customer alone is responsible for the processability of the material that has been provided by him/her. Defects caused by the lack of processability will indemnify FLYMINT from any liability. If extra work has been caused by the lack of processability of the materials provided, FLYMINT will be entitled to invoice appropriate hardship supplements after prior consultation with the customer.

Remainders of the material that had been provided will be available for the collection by the customer after the project processing has been completed. After the expiry of 30 weeks from the date of accounting, FLYMINT will be entitled to use the respective materials for other purposes free of charge, or to destroy these at the costs of the customer.

2.5.3 Correction and Production Control

FLYMINT applies special processes for the purpose of quality control at certain levels of production and during the processing and the sorting of mails to ensure a high level of quality and to avoid mistakes.

These means of quality control only refer to the production services by FLYMINT. FLYMINT will not be reliable for spelling mistakes, invalid address material and the like, if the customer has provided or accepted the material in this condition.

Handcrafted goods are very different from industrially manufactured or machine-made goods due to fluctuations with respect to uniformity and quality. Handwritten products are subjects to systematic fluctuations. These are a particular quality feature, which cannot be rejected by the customer.

If it is the case that FLYMINT will not be able to apply quality controls themselves or on the side of the customer because of delays caused by the customer and the resulting urgent necessity, FLYMINT will not be liable for quality defects.

2.6 Dispatch of Mailing

2.6.1 Postal Dispatch

The dispatch is carried out at the risk and expense of the customer. The date of dispatch and/or the date of delivery to Deutsche Post AG, as well as the batch amount, shall be agreed in writing between FLYMINT and the customer in advance. If the dispatch is delayed because of reasons for which the customer is responsible, the risk shall pass to the customer upon the notification of readiness for dispatch. FLYMINT reserves the right to charge the resulting storage costs if the customer delays acceptance.

Deutsche Post AG does not issue a certificate of posting for ordinary letters. The customer is aware of this fact and accepts that FLYMINT cannot provide evidence for the delivery to Deutsche Post AG. The customer alone takes the risks of loss or damage of the mailings, which have been handed over to Deutsche Post AG or to one of their vicarious agents. Hereby FLYMINT is explicitly relieved of liability and of the duty to provide proof. The delivery of letters that have been made by FLYMINT is made ex works.

2.6.2 Bulk and Serial Emails

FLYMINT explicitly points out that the dispatch of bulk and serial emails must be made according to the current legal regularities. The addressee's acceptance ("opt-in") is the required premise at the moment.

2.6.3 Reservation of Proprietary Rights

Services and delivered goods remains the proprietary of FLYMINT until the contractually agreed purchase price has been paid in full (see 5).

If third parties have access to the conditional commodities, the customer must notify them without delay and inform FLYMINT. In the case of open invoices, the reserved conditional commodities serve as a security for balance claims.

The customer is allowed to resale goods and services that have not been paid yet. The customer's income from the resale of unpaid goods or services shall be assigned to FLYMINT up to the amount of the respective invoice.

2.6.4 Transfer of Liability

With the handing over of the letters or mailings to Deutsche Post AG the liability will automatically be transferred to the customer.

2.7 Technical Provisions

Inasmuch as FLYMINT provides technical services within the scope of its service provisions, the respective GTCs or SLA that are relevant for this service apply in this case. The same applies to the related notes on data protection.

By commissioning services, the customer accepts these separately valid GTCs, SLA and notes on data protection.

The same applies to services provided to the customer by third parties.

2.7.1 SSL-Certificates

FLYMINT uses SSL-protocols for encryption for the secure transfer of customer data (see 2.4.3).

2.7.2 Opt-In

FLYMINT hereby expressly points out that, according to §7 section 2 of the German “Act Against Unfair Competition”, the receipt of advertising per email or telephone without the consumer’s explicit prior consent is regarded as unreasonable harassment and shall be illegal. If the consumer is contacted per email or telephone without his prior expressed consent (“Opt-In”), this shall be regarded as competitive harm.

Despite further discussions at the Data Protection Amendments in 2008, no prior expressed consent of the consumer is needed in the case of postal advertising.

2.7.3 SMS-Gateways

At the explicit request of the customer FLYMINT provides a possibility to send SMS at a cost. Therefore FLYMINT uses the SMS-Gateway or the server and software structures of third parties. By using the SMS feature, the customer accepts the GTCs of the respective sub-supplier.

The customer agrees that FLYMINT is allowed to transfer the data, which are necessary to use the SMS-service, to the supplier of the SMS-Gateway.

The costs for provision and using of the SMS-service are regulated by the current respective price list or by the respective quote.

3 Liability

Liability shall be limited to the foreseeable damage typically occurring under this type of contract. Liability and claims for damages shall therefore be limited to the contract value.

FLYMINT shall fulfil the contractually agreed services, but shall not be liable for the success of the action intended by the customer. FLYMINT shall, for instance, not be liable for lost profits, for expected and not realized reduction of costs, for damages caused by the use of third parties, for direct or consequential loss, as well as for recorded data. FLYMINT shall only be liable for damages caused on intent or gross negligence and for the absence of explicitly warranted features of the commissioned services.

FLYMINT shall not be liable for the legal requirements of the customer's works and data regarding logotypes and competitiveness. The same applies to the protectability of them.

FLYMINT shall not be liable for the services and work results of subcontracted third parties.

Insofar as FLYMINT cannot fulfil or cannot meet the specified time for the fulfilment of the contractually agreed services as a result of Force Majeure like industrial dispute, war, riots, or other unavoidable circumstances, FLYMINT shall not face any adverse legal consequences.

Force Majeure shall extend service and delivery deadlines.

In the case of dispatch or insertion errors, FLYMINT shall only be liable up to the amount of the contract value of the respective quote. In the case of loss or damage of provided materials, FLYMINT shall be liable up to the value of raw materials or up to the construction value respectively. FLYMINT shall not be liable for unique copies.

In the case of the dispatch of letters, FLYMINT only serves as vicarious agent. Risks and costs therefore fall to the customer alone. Letters will on principle only be sent with attached sender. The dispatch without sender will only be carried out at the expressed request of the customer. The liability shall fall to the customer in this case.

FLYMINT provides no guarantee for the accuracy and completeness of address material. The addresses and their classification are assembled by FLYMINT itself or are provided to FLYMINT by third parties. Undeliverable addresses will not be reimbursed. There are no claims for the recovery of the annual licence fee, or for compensations for postage, brochure materials, mailing expenses and the like.

FLYMINT will not be liable for the data abuse of unauthorized third parties.

4 Delay

In the case the customer is in arrears with a significant amount, FLYMINT reserves the right to block the customer's access to the FLYMINT-Dialogtool and, where appropriate, to retain mailings already produced, or materials after prior notification and an appropriate

period of grace. In this case, the customer is obliged to pay the average monthly fee until the contract expires.

If the customer comes in default in the payment of charges, or a significant part thereof, for two successive months or for a longer period, FLYMINT shall have the right to rescind the contract and – after granting an appropriate grace period – to demand compensation as a lump-sum payment according to the legal regulations immediately.

FLYMINT reserves the right to claim further damages due to payment defaults.

Delays in delivery and performance due to Force Majeure or due to causes, which make it substantially difficult or impossible to fulfil the service such as strikes, lockouts, official orders, the customer's failure to comply with the contractually agreed provision of services, the loss of communication networks and the like, even if they are incurred by suppliers or sub-contractors. Circumstances of this kind entitle FLYMINT to extend deadlines for services or deliveries by the duration of the delay plus an appropriate start-up time. FLYMINT reserves the right to fulfil the performance obligation as partial deliveries and partial services.

If an agreed deadline for the service or delivery is culpably exceeded, the period of delay comes into effect only after an appropriate period of grace.

In the case of technical problems, which do not allow the continuation of the contract, FLYMINT shall be entitled to cancel the whole or parts of the contract instantly.

The same applies in the case that legislation changes so that FLYMINT cannot, or is no longer allowed to fulfil the services or parts of it under the current law. In addition, FLYMINT reserves the right to rescind the contract if there are sufficient grounds for suspicion of illegality. Thereby, the protection of FLYMINT's own integrity against their customer's shall be deemed authoritative.

The risk of possible legislation changes shall be borne by the customer.

5 Terms of Payment

If not otherwise agreed in contract or by separate terms of payment, the standard term of payment is payment in advance. FLYMINT starts with performing the services at the

earliest, when the payment for the commissioned services has been credited to our account in full.

Should the service be provided in parts, it is possible to adjust the payment in advance according to these partial performances.

All services must be paid in EUR-currency. All quotation prices include turnover and value added taxes at the respective rate valid at the date of payment.

6 Contract Period and Cancellation

If a contract period and/or a cancellation period have not been agreed in a separate contract or quotation, the following standards shall be deemed as valid for services dependent on period:

The minimum contractual period is three months. Cancellation is always possible at the end of the contractual period by the end of the month within a cancellation period of one month. Fixed-term contracts are renewed automatically for another three months if they are not cancelled in time.

7 Arbitration Agreement

Solely the laws of the Federal Republic of Germany shall apply for these GTCs and all legal relationships between FLYMINT and the customer.

All disputes that arise between the customer and FLYMINT in relation to this contract concerning the validity of the contract shall be decided without recourse to the ordinary courts of law by the Conciliation and Arbitration Court of German Notaries – SGH. Nevertheless, the judicial dunning procedure remains admissible.

8 Place of Jurisdiction

The place of performance for all contractual services is FLYMINT's place of business (Jena, Germany). The place of jurisdiction for all legal proceedings shall be determined by FLYMINT.

Jena, 20 January 2014