

General Terms and Conditions for Consultant and Contractor Services for Iskander Business Partner GmbH (as of 01st of January 2016)

Section 1. Contractor Services

(1) The contractor is free to determine the location of the work and the working time, for both its own services as well for that of the persons it employs. However, in determining of the location and time of the performance of the services, the contractor will take the needs of each project into account and guarantee that the services are performed according to the contract.

The contractor's activities are to be accomplished separately and independently from the client's activities.

(2) The contractor will ensure that the persons it has employed to fulfill its contractual obligations have the necessary qualifications to perform the individual aspects of the specific project.

(3) The contractor shall provide, independently and at its own expense, the necessary training and continuing education of the persons it employs to fulfill its contractual obligations.

(4) In its offer, the contractor shall designate a project manager, who will be the sole responsible contact person for all questions concerning the project.

(5) The contractor shall ensure that, upon the termination of a (sub)project or the termination of this general agreement, it or the persons it employs will document the results of their work and the knowledge gained as part of this contract, as well as the status of the project, and transfer this information immediately upon request to the client (know-how transfer).

(6) The contractor shall ensure that the persons it employs to fulfill the contract have all the permits and licenses (for example, residence and work permits, insofar as necessary) which are required to perform the services for the client. In the event that during the course of the performance it is found that one or more of the persons employed by the contractor does not have such a permit or license available, the contractor is must bear all additional costs incurred by the employed person's lack of a permit or license and must obtain suitable replacement personnel at its own expense. The contractor is obliged, upon request, to provide the client with copies of the necessary permits and licenses of the (for example, foreign) persons employed in as part of fulfilling the contract.

Section 2. Payment and Invoicing

(1) Time and materials contracts are performed on a fixed rate per day basis. Any additional expenses incurred within a day are compensated with this method of payment. For work contracts, the corresponding fixed price applies.

(2) Unless otherwise agreed upon afterward, where appropriate, the contractor's applicable internal administrative expenses and other expenses for fulfillment of the contract are compensated in the above-mentioned payment. The costs for arrival and departure to and from the project site as well as for the stay of the contractor and the persons it employs at the project site are paid separately or included according to the conditions specified in the offer. This includes costs for hotels, daily rate packages, and travel costs to the project site. It will be assumed that the client will provide a workspace (telephone (including telecommunications costs), desk, printer and internet access).

(3) Separately requested travel expenses and overnight accommodation costs (for example, trips to suppliers, customers, etc.) for persons employed to perform the contract will be reimbursed by the client, if they have been previously approved in writing by the client. Reimbursement will be made only if receipts are submitted. The maximum reimbursement is made to the following extent:

- First class federal rail fares.
- Economy class airfare for Europe, otherwise business class.
- Travel expenses of 0.30 euros for each kilometer driven by private vehicle.
- Any applicable overnight accommodation costs, which must be documented.
- Daily rate packages according to the maximum legal limits.

(4) Invoicing takes place after completion of services or takes place monthly under disclosure of any statutory value added tax, and is sent to address indicated in the order. The transfer of the payment is made within 30 days upon receipt of the invoice by the client to an account to be named by the contractor.

(5) The client is entitled to require contractors to provide settlement statements to account for the basis of prices being invoiced (for example, use certificates, copies of supporting documents). For this purpose, the contractor will submit monthly use certificates for signature by the client.

(6) The contractor agrees, insofar as required by law, to pay the taxes of the persons it employs from the payment it receives from the client, including where appropriate, social security contributions and to fulfill other such obligations. If a claim is brought against the client because the contractor did not comply with these obligations, the contractor is obliged to compensate the damages incurred by the client.

(7) Specific requests made by the client for activities to be performed on weekends, holidays or between the hours of 22:00 to 6:00 will be charged at a 35% premium over the agreed upon fees.

Section 3. Liability and Warranty

(1) The contractor will fulfill the duties for which it is responsible with the diligence of a competent business.

(2) The liability of the parties is excluded, unless the damage is due to a breach of an essential contractual obligation necessary for the fulfillment of the individual contract (a cardinal obligation) or due to willful or grossly negligent behaviour. Furthermore, a claim for damages to the amount of twice the fee of the underlying individual contract is limited, however to a maximum of 250,000.00 euros.

(3) During the implementation and execution of the order, the contractor is obligated to follow the legal regulations on technical equipment, the relevant accident prevention regulations, other workplace safety regulations, the appropriate German Association for Electrical, Electronic and Information Technology (VDE) regulations, radiation safety regulations if applicable, as well as the rest of the generally recognised safety and occupational health rules. Also, if and to the extent that the client provides safety instructions or safety training for the contractor or to persons the contractor employs, the client assumes no liability for personal injuries or property damages sustained or caused by the contractor or the persons it employs or which affect third parties while performing the activities agreed to in this contract and which result in a claim, insofar as the contractor fails to comply with the safety instructions made available to it.

It is the responsibility of the contractor to obtain the relevant liability insurance – and possibly also to obtain this insurance for the persons it employs – and to obtain any recommended protective clothing and equipment at its own expense and to use it properly.

(4) The contractor guarantees the client that it will possess all permits and licenses necessary for the provision of its services. The contractor exempts the client from all claims by third parties or clients for damages, which in individual cases may be brought against the client for the absence of one of these permits or licenses.

Section 4. Ownership and Copyrighted Rights of Use, Access Rights

(1) The contractor grants the client the right to use all the services performed by the contractor as part of this contract. The transfer of the rights of use is not limited by time, place, intended purpose or in any other manner. It includes the right to modify, to reproduce and the right for further transmission to third parties.

(2) The contractor warrants that all services which the client receives as part of this contract are not subject to copyright, service protection rights or other rights of third parties and the client also, to the extent that services of third parties are concerned, maintains the above exclusive unlimited and free legal position. If in special cases, this exemption is not possible, the client shall be informed within sufficient time before the beginning of the performance of services.

(3) The above-mentioned transfers of rights or warranties are compensated for by the payments which are regulated in Section 2.

(4) All documents and all other embodied work which the contractor has created on the basis of this contract according to the description of duties attached to this contract will be securely archived in a such way that the client can access this material. This also applies to stored data which is accessible by electronic or other means.

Section 5. Competition Relevance and Confidentiality

(1) The contractor shall ensure that the persons it employs do not enter into a conflict of interest with the client during the period of validity of the individual project contract.

(2) The contractor agrees to maintain the strictest silence regarding all information about the client's business and operational matters which it acquires in connection with its activities during the contract. The contractor may only make this information available to third parties with the prior written consent of the client and only insofar as this is necessary for the fulfillment the contract.

The confidentiality agreement shall apply only insofar as and until the information and documentation can be demonstrated to be generally known without the involvement of parties who are obligated to confidentiality or until third parties are entitled to access without a confidentiality agreement.

To the extent that data is known to the contractor in connection with this contract, which is subject to confidentiality under the Telecommunications Act or the applicable data protection regulations, especially the German Federal Data Protection Act (BDSG) and the German Telecommunications Data Protection Regulation (TDSV), it must observe the confidentiality requirements which are regulated in these acts, in particular the contractor shall instruct its employees accordingly. The contractor shall take all necessary precautions to maintain confidentiality in its sphere of operations at its own expense.

The contractor must refer to its business relationship with clients on its website and in its company presentation.

(3) For each case of infringement of the obligations in paragraphs 1 and 2, the contractor shall pay a contractual penalty in the amount of 2,500.00 euros.

(4) After termination of this contract, the contractor agrees to surrender the business and operational documents that were issued to it in connection with its activities, upon the request of the client. The exercise of a right of retention is excluded, unless required by legal regulations.

Section 6. Rights to Work Resources

(1) Should the client allow the contractor to use its methods or make products, tools or other resources available to the contractor for the performance of the services during the period of the contract, the contractor is obligated to not modify, remove, copy or transfer, nor to pass on to third parties or provide third parties with knowledge about the resources and / or documentation that were made available by the client. All rights to the resources and documentation made available remain at all times solely with the client. The contractor is obligated, upon request, and at the latest by the requirement upon termination of this contract, to return to the client the products, tools or other resources which were received from the client.

Section 7. Period of Validity and Termination

- (1) This agreement enters into force with the individual contract and shall remain valid for an indefinite period of time.
- (2) Either party may terminate this agreement or the individual project contracts in writing at the end of the calendar month by observing a period of notice of four weeks.
- (3) In case of delay of deadline or faulty performance on the part of the contractor, the statutory regulations shall apply in relation to the individual contract.
- (4) Either party may terminate this agreement prematurely for good cause without observing a period of notice. Good cause is applicable especially for:
- a) a breach of the obligations contained in Section 5 on the part of the contractor or the persons it employs for the implementation of this contract.
 - b) when the other party breaches an important condition of this contract or is in default, and despite a written warning, does not immediately take appropriate measures to rectify the breach of contract within one week of receiving the warning.
 - c) the suspension of payments by the other party or the other party making an application to open an insolvency proceeding.

Section 8. General

- (1) The project site is the location which has been provided in the individual contract.
- (2) Should any provision of this contract be or become invalid, or one of the necessary regulations not be included, the validity of the remaining provisions of this contract shall not be affected. In the place of the invalid provision or for the purpose of remedying the regulatory gap or omission, the contractual parties agree to find a legally acceptable provision that corresponds as far as possible to what the parties had intended or would have intended according to the meaning and purpose of the contract if they had been aware of the gap or omission.
- (3) Both parties may transfer this contract or any of the individual rights in it to companies with whom the parties have a legal business relationship. Both parties will ensure that the transferee complies with this contract. Moreover, an assignment of rights or a transfer of obligations of this contract requires the prior written consent of the parties. No contracting party shall unreasonably refuse this consent.
- (4) Changes to these general terms and conditions must be made in writing and must be recorded in a specific individual offer.
- (5) All the above payment amounts are understood to be exclusive of any applicable value added tax.
- (6) The contractor is responsible for meeting its own tax obligations. To the degree to which the contractor must disclose value added tax in its invoices, it will independently handle declaration and payment of tax to the treasury.

Section 9. Applicable Law and Place of Jurisdiction

(1) The data that is gathered as part of the contractual relationship shall be stored and processed by the client according to Section 28 of the German Federal Data Protection Act. The law of the Federal Republic of Germany shall apply with the exception of the United Nations Convention on Contracts for the International Sale of Goods (CISG) and German International Private Law (IPR). The place of jurisdiction is Munich.