

I. General terms and conditions of TÜV Rheinland i-sec GmbH

1. Scope

The following terms and conditions apply to the agreed services including consulting services, information, deliveries and the like, as well as ancillary services and other secondary obligations performed within the scope of executing the Contract.

1.2 Any of the Client's General Terms and Conditions, including possible purchasing terms and conditions, shall not apply and are hereby excluded. The Client's Terms and Conditions shall also not become subject matter of the Contract, even if TÜV Rheinland i-sec GmbH does not explicitly object to them.

2. Offers

All offers of TÜV Rheinland i-sec GmbH are subject to change, unless otherwise agreed.

3. Scope and provision of services

3.1 For the scope of services, only one of the corresponding statements issued by both parties is decisive. If such a statement is not available, the written confirmation of the order by TÜV Rheinland i-sec GmbH shall be decisive. If such a statement is not available, the offer of TÜV Rheinland i-sec GmbH shall be decisive concerning the Client's order.

3.2 TÜV Rheinland i-sec GmbH can designate third parties to completely or partially perform its services.

4. Performance periods/deadlines

The contractually agreed performance periods and deadlines shall be based on estimates of the scope of work on the basis of information supplied by the Client. They shall only be binding if TÜV Rheinland i-sec GmbH has expressed its written confirmation that they are binding.

4.2 If periods have been agreed to as binding, they shall only commence when the Client has submitted all required documents to TÜV Rheinland i-sec GmbH. The same shall apply to agreed deadlines, which shall be extended by the period of any delay not attributable to TÜV Rheinland i-sec GmbH, including without the Client's express consent.

5. Client's duties to cooperate

5.1 The Client guarantees that all necessary cooperative actions conducted independently, by its vicarious agents, or by third parties shall be provided on time and without cost to TÜV Rheinland i-sec GmbH.

5.2 The documents, information, auxiliary materials, support staff and the like required to perform the services shall be provided free of charge by the Client. The Client's cooperative actions must also comply with valid legal regulations, standards, safety regulations and accident prevention regulations.

5.3 The Client shall bear any supplementary expenses that arise through work having to be repeated or being delayed due to belated, incorrect, or incomplete details or improperly conducted cooperative actions.

TÜV Rheinland i-sec GmbH shall also be entitled to separately invoice for these supplementary expenses in the event that a fixed or maximum price has been agreed.

5.4 The Client shall name a responsible contact person for mutual coordination and clarification of all questions and problems arising during the provision of services with the contact person named by TÜV Rheinland i-sec GmbH.

6. Service settlement

6.1 If the scope of services has not been confirmed in writing at the time at which the order was placed, billing shall occur on a time and material basis. If no remuneration has been agreed to in writing, services shall be billed in accordance with the fees of TÜV Rheinland i-sec GmbH valid at the time at which the services are provided.

6.2 Billing for services shall be done based on the work performed since the latest invoice, unless otherwise agreed.

6.3 If a job extends over a period of more than a month and the contract value or the agreed fixed fees exceed 2,500 EUR, TÜV Rheinland i-sec GmbH shall be entitled to demand advance payments or payment in instalments.

6.4 The VAT shall be billed at the rate in effect at the time services are provided. If there is a change in the VAT rate during the provision of services, a separate invoice shall be issued according to the respective periods.

7. Terms of payment

7.1 All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted.

7.2 Payments shall be made to the TÜV Rheinland i-sec GmbH bank account indicated on the invoice, stating the invoice and customer numbers.

7.3 If there is a delay in payment, TÜV Rheinland i-sec GmbH is entitled to demand an interest rate of 8% above the prime lending rate of the Federal Bank of Germany. At the same time, the right to claim further damages shall also be retained.

7.4 If the customer defaults in payment of the invoice despite being granted a reasonable grace period, TÜV Rheinland i-sec GmbH shall be entitled to cancel the contract, demand compensation for non-compliance, and refuse to complete the work.

7.5 The provision in clause 7.4 also applies in the event of non-payment of a check, cessation of payment, the opening of insolvency proceedings against the Client, or rejection of the opening of insolvency proceedings for lack of assets.

7.6 Any objections to invoices from TÜV Rheinland i-sec GmbH must be made in writing within 2 weeks of receipt of the invoice.

7.7 TÜV Rheinland i-sec GmbH is entitled to demand an appropriate advance payment.

7.8 In the event of an increase in overhead and supply costs, TÜV Rheinland i-sec GmbH shall be entitled to increase prices during the term of a contract at the beginning of a month. This shall be done by written notification, which must be sent 1 month (amendment deadline) before the intended price increase comes into force. If the increase in fees does not exceed 5% per year of the contract, the Client shall have no extraordinary right of termination on account of this increase. If the increase in fees does exceed 5% per year of the Contract, the Client shall be entitled to terminate the Contract before expiry of the amendment deadline. Upon expiry of this deadline and provided no notice of termination has been given, the amended fees will be deemed to have been accepted.

7.9 TÜV Rheinland i-sec GmbH payment requests can only be offset against legally-binding established or undisputed payment requests.

8. Acceptance

8.1 In the provision of services, TÜV Rheinland i-sec GmbH shall present the Client with services of the Contract or partial services for acceptance. The Client shall undertake to accept services immediately.

8.2 The Client shall immediately accept the work performance(s) after successfully performing an acceptance test or receiving the work performance. Insignificant deviations from the

Agreed to service features and acceptance criteria, if applicable, shall not entitle the Client to refuse acceptance. The commissioning of a plant is also considered acceptance.

8.3 Upon acceptance, a protocol documenting that the work performance(s) complies with the acceptance criteria shall be prepared and signed by TÜV Rheinland i-sec GmbH and the Client. TÜV Rheinland i-sec GmbH shall be entitled to present each individually self-contained part of the services involved in the order as a partial service.

8.4 If the Client does not immediately meet its acceptance obligation, acceptance shall be regarded as having been provided 4 calendar weeks after the service is provided if TÜV Rheinland i-sec GmbH notifies the Client of the aforementioned deadline on providing the services.

9. Confidentiality

9.1 "Confidential information" in the sense of this Agreement is all information, documents, images, diagrams, expertise, data, samples, and project documentation surrendered, transferred or otherwise disclosed by one party ("Disclosing Party") to the other party ("Receiving Party") during the term of this Agreement. This also includes copies of this information in paper and electronic form.

9.2 All confidential information that is transmitted in written form shall be marked "Confidential" by the Disclosing Party before it is passed on to the Receiving Party; this also applies to confidential information that

is sent by E-Mail. In the case of confidential information that is to be transmitted verbally, appropriate prior notice shall be given.

9.3 All confidential information that is transmitted or otherwise made available in accordance with this Agreement by the Disclosing Party to the Receiving Party:

a) May only be used by the Receiving Party to fulfil the respective purpose of the Contract as long as there is no different, express written Agreement with the Disclosing Party,

b) May not be duplicated, distributed, published or passed on in any other way by the Receiving Party,

c) Must be treated in a confidential manner by the Receiving Party, in the same way that the Receiving Party also treats its own confidential information, in any case at least not less carefully than in accordance with the objectively necessary level of care.

9.4 The Receiving Party shall only make the confidential information received from the Disclosing Party accessible to those employees who need this information to provide services as part of the purpose of this Agreement. The Receiving Party will ensure that these employees enter into an agreement to maintain confidentiality to the same extent as that determined in this confidentiality agreement.

9.5 Confidential information as defined by this Agreement is not information that the Receiving Party can prove that

a) The information was already generally known at the time of publication or became known to the general public without any breach of this Agreement, or

b) The Receiving Party received the information from a third party, who was entitled to pass on the information, or

c) The information had already been in the possession of the Receiving Party before being transmitted by the Disclosing Party, or

d) The Receiving Party developed the information independently from the transmittal by the Disclosing Party.

9.6 Confidential information remains the property of the respective Disclosing Party. The Receiving Party hereby agrees that it will, at any time upon request by the Disclosing Party, however, at the latest and without a separate request from the Disclosing Party after termination or expiry of this Agreement immediately (i) return all confidential information, including all copies of this to the Disclosing Party or at the Disclosing Party's request (ii) destroy the confidential information, including all copies of it, and confirm this destruction to the Disclosing Party in writing. The reports and certificates created for the Client solely for fulfilling the contractual duties under this Contract shall be excluded therefrom. However, TÜV Rheinland i-sec GmbH is in regards to this entitled to take copies for proof of the correctness of its results and for general documentation purposes for its files.

9.7 The Receiving Party shall keep the confidential information strictly secret from the time when the Agreement begins for a period of 5 years after the end of the Agreement, will not make the confidential information available to any third party and not exploit the confidential information itself.

10. Liability for defects

10.1 In the case of defects or damage to works performed or objects of purchase, TÜV Rheinland i-sec GmbH is entitled, at its discretion, to repair the defective object of purchase or defective work performed or deliver it anew (purchasing contract), or to start the order from scratch (work order).

10.2 Liability for defects does not extend to natural wear and tear or damage that occurs after delivery or the provision of services as a result of incorrect handling (especially excessive use or use not intended in the product documentation/specification, the use of unsuitable tools, improperly made changes or maintenance work) or defects due to an external event that is not covered by the Contract as well as non-reproducible software errors. The Client shall promptly inform TÜV Rheinland i-sec GmbH of all changes that may influence the liability for defects.

10.3 If the Client demands repairs based on liability for defects, he shall be obligated to present to TÜV Rheinland i-sec GmbH appropriate proof in the form of a bill of sale or an invoice.

10.4 If it is determined during repairs that the goods delivered or services provided by TÜV Rheinland i-sec

GmbH do not have any of the claimed defects, the party claiming defects will be billed at the price list effective at the time for expenses incurred by TÜV Rheinland i-sec GmbH.

10.5 Before the Client hands over data storage media or devices to TÜV Rheinland i-sec GmbH for repairs or service, he must remove all data that could fall under the Data Protection Act, and back up all data from the hard drive. The Client shall ensure compliance with the Data Protection Act. Restoring data and programmes after successful repair is not a part of the liability for defects.

10.6 If the rectification fails according to clause 10.1, the Client can basically demand, at his discretion, a reduction of the reimbursement or cancellation of the Contract. However, in the event of an insignificant lack of conformity with the Contract, especially in the case of minor defects, the Client shall not have the right to cancel the Contract.

10.7 The Client must notify TÜV Rheinland i-sec GmbH immediately or no later than two weeks from the receipt of goods in writing about obvious defects, incorrect deliveries or significant quantity deviations; otherwise, the assertion of claims due to defects shall be excluded. A prompt sending of the notification is sufficient for compliance with the time limit. The Client shall bear the full burden of proof for all claim requirements, especially for the defect itself, for the point in time the defect was ascertained and for the notification of defects.

10.8 If the Client chooses cancellation of the Contract due to a defect of title or material after a failed rectification, he shall not be entitled to any claims for damages due to the defect. If the Client chooses compensation after failed rectification, the goods shall remain with the Client, if this is reasonable for him. The compensation due to a defect is limited to the difference between the purchase price and the value of the defective material. This shall not apply if TÜV Rheinland i-sec GmbH fraudulently breached the Contract. Further liability for compensation on the part of TÜV Rheinland i-sec GmbH pursuant to clause 13 of these conditions shall not be affected.

10.9 If the Client receives deficient assembly instructions, TÜV Rheinland i-sec GmbH is merely obligated to deliver error-free assembly instructions and only if the error in the assembly instructions hinders proper assembly.

10.10 In principle, only the manufacturer's product description shall be agreed as valid regarding the composition of the goods. Public statements, product praise or the manufacturer's advertising, in contrast, does not represent any contractual information about the composition of the goods.

10.11 The guarantee period is one year from delivery of the goods (purchasing contract) or acceptance of the service (work contract).

11. Reservation of proprietary rights

11.1 TÜV Rheinland i-sec GmbH shall maintain ownership of the delivered objects until receipt of all payments due based on the Contract.

11.2 The Client must immediately notify TÜV Rheinland i-sec GmbH beforehand in writing, and also by phone/fax/E-mail, if possible, if there are attachments or other interventions, as well as damage, destruction or change of ownership of the goods, and finally for relocation of the headquarters.

11.3 The Client is obligated to handle the goods carefully. If maintenance and/or inspection work is required, the Client shall perform these tasks regularly at his own expense.

11.4 In the event of Client actions that are contrary to the contract, especially delay of payment or violation of a duty pursuant to clauses 11.1 to 11.3, TÜV Rheinland i-sec GmbH is entitled to withdraw from the Contract.

11.5 If the Client is a company, it is entitled to continue selling the goods in the regular course of business. It shall now transfer all debt claims in the invoice amount that it has accrued due to the resale to a third party to TÜV Rheinland i-sec GmbH. TÜV Rheinland i-sec GmbH shall accept the transfer. After the transfer, the Client is authorised to collect the debt claims. TÜV Rheinland i-sec GmbH reserves the right to collect the debt claims itself as soon as the Client does not properly meet its payment obligations and defaults.

12. Industrial property rights and copyrights

12.1 TÜV Rheinland i-sec GmbH is solely entitled to all industrial property rights, copyrights and co-author rights to work results, calculations, concepts, programs, including software programs, utility programs, documentation, protocols, drawings, and depictions (also called "materials" in the following) that it has produced.

12.2 The Client may only use the prepared materials within the scope of the Contract for the purpose established in the Contract.

12.3 The Client shall receive a copy of the transferred materials as well as the irrevocable, non-exclusive, non-transferable right of use to the prepared materials within the scope of performing the Contract.

12.4 The Client shall receive the irrevocable yet non-exclusive transferable right to use any software program produced by TÜV Rheinland i-sec GmbH in the scope of providing service, subject to condition precedent of the full payment of the agreed compensation for the service provided by TÜV Rheinland i-sec GmbH, and not without the prior written consent of TÜV Rheinland i-sec GmbH.

12.5 The Client is only permitted to decompile object programs created within the scope of §69e of the Copyright Act. Reproductions and changes to programs are only permitted within the framework of §69d of the Copyright Act. Prior approval by TÜV Rheinland i-sec GmbH is required for changes outside of the Copyright Act. The Client shall inform TÜV Rheinland i-sec GmbH in writing about changes by precisely describing the changes.

12.6 Insofar as the Client acquires copyrights or other protected rights due to the changes, he shall hereby grant TÜV Rheinland i-sec GmbH free, unlimited licenses to these programs or program segments.

12.7 The Client is obligated to keep records about any copies and reproductions of programs created by TÜV Rheinland i-sec GmbH and to present them at the request of TÜV Rheinland i-sec GmbH.

12.8 The reproduction/passing on of program documentation and handbooks is only permitted with the prior written consent of TÜV Rheinland i-sec GmbH.

12.9 TÜV Rheinland i-sec GmbH shall provide the Client any software in object program form with proper user documentation.

Without an express written agreement, the Client shall have no claim to licenses for the source programs/source codes.

12.10 The Client is only authorized to use the created software programs on one system unit at a time (computer system).

12.11 In the case of a retroactive cancellation of the Contract, all of the Client's rights of use, as well as all third-party rights of use derived therefrom, shall expire.

13. Liability of TÜV Rheinland i-sec GmbH

13.1 Irrespective of the legal basis and in particular in the event of a breach of contractual obligations and tort, the liability of TÜV Rheinland i-sec GmbH for all damage, loss and reimbursement of expenses caused by legal representatives and/or employees of TÜV Rheinland i-sec GmbH shall be limited to: (i) in the case of contract with a fixed overall fee, three times the overall fee for the entire contract; (ii) in the case of contracts for annually recurring services, to the agreed annual fee; (iii) in the case of contracts expressly charged on a time and material basis to a maximum of 20,000 Euro and (iv) in the case of framework agreements that provide for the possibility of placing individual orders, to an amount equal to three times the fee for the individual order under which the damage occurred. The maximum liability of TÜV Rheinland i-sec GmbH is limited in any event of damage or loss to 2.5 Mio Euro.

13.2 The limitation of liability pursuant to clause 13.1 shall not apply if damages are attributable to the wilful or grossly negligent conduct or malice of TÜV Rheinland i-sec GmbH or its vicarious agents, to damages relating to a breach of obligations which TÜV Rheinland i-sec GmbH has guaranteed to fulfil, to damages arising from death, physical injury or harm to health, or to damages subject to liability under the German Product Liability Act.

13.3 Should a cardinal obligation be breached, TÜV Rheinland i-sec GmbH shall also be liable in the case of slight negligence. Cardinal obligations in this regard are key contractual obligations that must be fulfilled in order to duly execute the Contract and that the Client can trust to be fulfilled. In the event of a breach of a cardinal obligation, the entitlement to damages shall be limited to the damages that were typical and foreseeable as the possible consequence of the breach of contract (typical foreseeable damages) at the time of the breach of obligation, unless any of the situations specified in clause 13.2 exists.

13.4 TÜV Rheinland i-sec GmbH shall not be liable for personnel made available by the Client to support TÜV Rheinland i-sec GmbH in its provision of the services to be provided under this Contract unless the personnel provided are regarded as vicarious agents of TÜV

Rheinland i-sec GmbH. Where, in accordance with the previous sentence, TÜV Rheinland i-sec GmbH is not liable for personnel made available, the Client shall indemnify TÜV Rheinland i-sec GmbH for any claims by third parties.

13.5 The limitation period for compensation claims is based on the statutory provisions.

13.6 The above provisions shall not imply any change of the burden of proof to the detriment of the Client.

14. Partial invalidity, written form, place of jurisdiction, reference

14.1 Subsidiary agreements to this contract are not affected.

14.2 Amendments and additions must be made in writing to be legally effective. This also applies to amendments and additions of this written form regulation itself.

14.3 Should one or more provisions of this Contract be deemed invalid, the contracting parties shall agree upon a valid replacement provision legally and commercially approximating most closely the intended purpose of the invalid provision.

14.4 The place of jurisdiction for all disputes arising in connection with this contract shall be Cologne. This Agreement is subject to substantive German law to the exclusion of the United Nations Commission on International Trade Law (UNCITRAL) Convention on Contracts for the International Sale of Goods, dated 11 April 1980.

14.5 TÜV Rheinland i-sec GmbH is permitted to name and/or publish the Client's name and if need be the project's name as a reference for third parties.

Version of March, 2013