

General Terms of Business of ecoprogram GmbH

Date: 01 January 2009

1. General

The General Terms of Business of ecoprogram GmbH are a constituent part of each and every contract concluded with their contractual partners. Contents and objectives of consultations, as well as the time frame are formulated by ecoprogram in a written offer which refers to the instructions of the client. Conditions in variance by the client require the explicit written agreement by ecoprogram. The ineffectiveness of one or several provisions of this contract does not affect the effectiveness of the contract apart from that.

2. Offers and price

An offer is valid for 60 days, as from the day of its issue. The prices according to the offer are shown as a global sum or as a fixed hourly rate with a budget sum, and apply with the legal value added tax in addition.

3. Terms of payment

Payments become due net after the date of the invoice, with a time limit of 14 days.

4. Notice of termination

Notice of termination for cause can be given at any time with immediate effect, subject to a written statement of the reasons. In the case of a termination, ecoprogram shall receive the part of the agreed remuneration corresponding to the work performed.

5. Liability

ecoprogram shall only be liable for injuries to persons, damages to goods or loss of assets of the client which have been caused within the framework of this order by the agent or by his staff and persons employed in providing the service respectively in case of intent or gross negligence. The contents of the marked surveys worked out and distributed by ecoprogram are investigated elaboratively. Nevertheless, the information is supplied without any liability.

6. Confidentiality

ecoprogram undertakes to keep secret and not to pass on to Third Parties any processes becoming known in connection with the execution of the order, regardless of what kind. This obligation also

extends to all staff of our business, as well as to persons who have been acting under our instructions. This may be executed and confirmed at the request of and in agreement with the client.

7. Copyright

The proposal documents of ecoprogram are intellectual property of ecoprogram GmbH. The receptor assures that his company will make these documents accessible only to its own respective staff and directors. In the case of noncompliance the receptor is liable to against ecoprogram GmbH for the financial damage that occurred to it.

The Multi-Client-Studies of ecoprogram are intellectual property of ecoprogram GmbH. The receptor assures that his company will use the surveys only for its own purposes and will make it accessible only to its own respective staff and directors. In the case that the forwarding to a third person can be proved the receptor is liable against ecoprogram for the financial damage that occurred to ecoprogram. This liability of the receptor covers all copies the receptor has forwarded to third parties as well as all copies those third parties have forwarded to others. ecoprogram has the right to print the name of the costumer (institution and person) in his or her copy.

8. Legal venue

The legal venue is Cologne, Germany.

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