

General Terms of Business

1.0 General Stipulations

1.1 Our General Terms of Business apply to all business dealings with our customers. On placing an order, customers automatically accept our General Terms of Business. Solely the General Terms of Business of Sunnyside upP are applicable. Terms which differ or conflict with those of Sunnyside upP's General Terms of Business will not be accepted, other than when Sunnyside upP has given their express written agreement to such terms. This stipulation also applies when Sunnyside upP completes work although they have knowledge of the customer's conflicting or differing terms of business. Sunnyside upP's General Terms of Business apply for the complete duration of business relations.

1.2 The basis of business relationships is the individual advisory contract, respectively the customer's written order to Sunnyside upP, which give full details of the extent of work and fees due.

1.3 The customer can give Sunnyside upP commissions by the following means:

By post, fax or Email. We also accept informal commissions. Upon receipt of a commission the customer will receive confirmation of such. The issue of said confirmation confirms acceptance of the commission and the validity of the advisory contract. The confirmation determines the delivery deadline.

1.4 In special cases Sunnyside upP reserves the right to seek additional advice from outside consultants with whom we have had many years of experience. In such cases the business relationship between ourselves and the client continues to exist, unless otherwise agreed.

1.5 Updates and changes of offers and orders must be specified in writing by both parties and constitute a part of the contract between us and the client.

2.0 Prices, Payment and Due Date

2.1 Prices are ex works (INCOTERMS) Waltherstr. 80, House 2012, 51069 Cologne (Köln), unless explicitly otherwise stated in the confirmation order issued by Sunnyside upP.

2.2 The current daily rates for our work are 1.200,--€ per person/per day. (8-12 hours maximum per day Mondays – Fridays), plus expenses for travel and overnight accommodation. Business class rates apply for all flights of over 4

hours duration. Our prices do not include the statutory VAT at the present rate of 19%.

2.3 Prices for each individual task are due for payment as soon as work has been accomplished by Sunnyside upP. Any work done by Sunnyside upP which was not expressly specified in the previously arranged price is an extra expense which will be charged separately.

2.4 Payment is due upon receipt of the bill by the customer. Payment is considered to have been effected on the date when the money is credited to the bank account specified by Sunnyside upP.

2.5 If a client does not effect payment within 14 days of receipt of our bill he is considered as being in arrears, even without a reminder. In such a case we have the right to charge interest at the present legal rate.

2.6 The client only has the right to balance or retain similar demands when this right has been confirmed as being valid and is undisputed. The right of retention of dissimilar demands is limited to those incurred under the same contract.

3.0 Delivery Deadlines and Dates

3.1 Delivery dates are guidelines, i.e. anticipated dates, which have been estimated to the best of our knowledge. After receiving the commission it is our aim to accomplish our work within the planned time limit.

3.2 In the case of our not meeting the set deadline the customer must set us an appropriate extension before asserting his legal rights.

4.0 Co-operation of Customer

The customer must place all appropriate documents, information and materials punctually at our disposal. Before the start of work the client must furnish us with the necessary details of contacts needed for the appropriate realization of the project.

5.0 Stipulation of Discretion

5.1 Sunnyside upP guarantees complete discretion regarding all company, business and private details made known to them during the course of their advisory activities. This guarantee of discretion also applies to any helpers employed to fulfil the contract. The professional discretion continues after completion of the contract and can only be annihilated by written consent of the customer. Furthermore Sunnyside upP undertakes to carefully keep all documents put at their disposal for advisory purposes, and to protect such from examination by third parties. No documents given to us by the customer

will be returned, unless explicitly otherwise stated in the order or discretion agreement.

5.2 An interchange of information is necessary to complete the project. The receiving party guarantees the disclosing party that, for a period of 10 years after disclosure, all information received from the disclosing party during the course of the project will:

- a) be treated as being strictly confidential and not be revealed to third parties
- b) be used solely for the purpose of the project
- c) not be made the subject of commercial protection rights
- d) only be made available to those employees who need the information for project purposes. These employees are pledged to secrecy and, as far as legally possible, must keep this silence even after termination of their employment with the receiving party.

This agreement does not apply to any information where the receiving party can prove that:

a) It was already evident before disclosure by the disclosing party, or would have become evident without the help of the disclosing party.

or

b) The receiving party possessed prior knowledge of the information before disclosure by the disclosing party.

or

c) The receiving party had already received the information legally from a third party without being pledged to secrecy, provided the said third party did not receive this same information directly or indirectly from the disclosing party.

or

d) Such information was acquired independently by employees of the receiving party who had no knowledge of the contents of the information given by the disclosing party.

or

e) An official or court order, or a legal stipulation necessitates that the information be disclosed. However the receiving party must first take all possible and reasonable measures to protect the information from being used, spread or publicised against the will of the disclosing party, and must previously give immediate notification to the disclosing party of the decision, order or obligation in question as well as advising the measures taken by themselves.

6.0 Complaints

6.1 The client must give us written notification of any actual existing serious deficiencies within 14 days of completion of the commission, otherwise the project will be considered as being finally completed.

6.2 Should the client question our services as a whole, then this complaint must be substantiated by an opposing expert's opinion provided by an independent third party.

6.3 In the case of complaint we must first be given the opportunity of correction. Should this correction prove unsuccessful the client has the right to a reduction or change. We can not be held responsible for liabilities resulting from infringements of copyrights or the claims of third parties.

6.4 The client has the right to withdraw from the contract if the date of delivery has been unreasonably exceeded and we are unable to adhere to the extended time limit set by the customer.

7.0 Liability

The liability of Sunnyside upP for breaches of contract and offences is limited to wanton damage and grave negligence, and to compensation for the typical resulting damage. In every case, however, liability is limited to the amount of the individual commission. This does not apply in the case of loss or injury to life, body or health of the customer, or to demands resulting from the violation of cardinal duties and the compensation for damages caused by delay. (§286 BGB). As far as these are concerned Sunnyside upP is liable to the degree of their responsibility. In cases which don't involve damage to life, body or health of the customer Sunnyside upP is only liable for the typically resulting damages.

8.0 Contract Obligations

Even when individual rules are legally invalid or impracticable, the remaining stipulations keep their validity. The rule in question is to be replaced by one which is legally permissible and which comes closest to that contractually intended

9.0 Competency of Court, Applicable Laws

9.1 Solely German law is applicable regarding legal matters between the customer and Sunnyside upP.

9.2 The jurisdiction of our local court in Cologne (Köln) is applicable to any direct or indirect disputes arising between Sunnyside upP and the client.