

General Terms and Conditions of Performance Alliance Europe

1. Scope of application

These General Terms and Conditions ("GTC") shall apply to all partnerships entered into by Jürgen Müller Management GmbH ("JMM") as operator of Performance Alliance Europe and a co-operation partner and regulate co-operation between JMM and the co-operation partner. Intensity of co-operation may be chosen freely depending on the type of partnership chosen by the co-operation partner.

2. Duties of JMM

As operator and founding member of Performance Alliance Europe JMM shall be obliged to maintain a functioning website at <http://www.performancealliance.eu> which, to the extent technically possible, shall be constantly accessible via the World Wide Web. Furthermore, JMM shall be obliged to fulfil the duties published on the website <http://www.performancealliance.eu> in accordance with the chosen type of co-operation at the time the partnership is entered into. JMM shall not owe any kind of commercial success under the partnership.

3. Rights and duties of the co-operation partner

The rights and duties of the co-operation partner arising upon entering into the partnership depending on the type of partnership chosen are published and described in more detail on the website <http://www.performancealliance.eu> and shall constitute an integral part of these GTC. In particular, an annual marketing fee depending on the form of partnership chosen which is published on the website <http://www.performancealliance.eu> shall be payable. The co-operation partner undertakes not to publish any texts or other contents on its own website which may constitute a hazard to public order, safety or moral or healthy development of children and young people or to communicate other contents which are unlawful or *contra bonos mores* and/or incite to commit offences or to participate in the commitment of offences (this also includes contents giving instructions for criminal acts and/or acts which are *contra bonos mores*). Furthermore, the co-operation partner undertakes to immediately inform JMM if it is contacted by other co-operation

partners or third parties in connection with Performance Alliance Europe.

4. Duration of partnership

As a matter of principle, the partnership shall be established for an indefinite period of time. However, the duration of the partnership as Leading Partner shall be limited to one year and shall be renewed on a yearly basis subject to interest and fulfilment of the criteria. JMM shall be entitled to deny the co-operation partner renewal of the status of a Leading Partner without giving reasons. The partners may terminate the partnership as of the end of a year by giving two months' written notice. Furthermore, JMM shall be entitled to terminate the partnership without notice (extraordinary termination) with immediate effect for the following important reasons:

(i) non-payment of the annual marketing fee despite maturity and having been granted a grace period;

(ii) repeated behaviour in violation of the contract; and

(iii) opening of insolvency proceedings over the assets of the co-operation partner or if a petition for opening of such proceedings is dismissed for lack of assets to cover the costs or if the preconditions for opening of such proceedings or dismissal of such a petition are fulfilled. In the case of termination of the partnership JMM shall be entitled to immediately delete all references to the co-operation partner in connection with Performance Alliance Europe.

5. Limitation of liability

JMM shall not be liable for technical failures for which JMM is not responsible and assumes no warranty in this respect for functionality and operability of the website <http://www.performancealliance.eu>. As a matter of principle, JMM shall be liable for any damage resulting from the partnership only in the case of gross negligence or wilful intent. The co-operation partner shall be responsible for all contents made available on the website <http://www.performancealliance.eu> and shall indemnify and hold JMM harmless if JMM is held liable by third parties on grounds of infringements of rights by the co-operation partner.

6. Trademark rights and copyrights

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JMM is the holder of the word/design trademark Performance Alliance Europe which is registered as a Community Trademark and holder of the domain <http://www.performancealliance.eu>. Design of and texts on the website <http://www.performancealliance.eu> are protected by copyright law. All rights, in particular the right of reproduction, distribution and translation shall be reserved to JMM. No part of the said website may be copied in any way by means of whatever procedure, stored by means of electronic systems, processed, reproduced or distributed without JMM's written consent.

7. Data protection and newsletter

JMM will collect and process on its own system the information and personal data made available by the co-operation partner and use the same for the duration of the partnership for the purpose of implementation of the Performance Alliance Europe Partner Network. Personal data means all information on the basis of which a person or undertaking may be identified directly or indirectly, e.g., name, address, e-mail address, date of birth, bank details, etc. The co-operation partner consents to use of its data for advertising purposes for Performance Alliance Europe. By entering into this partnership the co-operation partner agrees that it will receive periodically via e-mail a newsletter of Performance Alliance Europe. The co-operation partner may unsubscribe to the newsletter in writing without giving reasons at any time.

8. Final Provisions

Austrian substantive law shall apply and UN Sales Law and non-mandatory conflict of laws rules shall be excluded. The parties agree that Commercial Court Vienna shall be the exclusive legal venue for all disputes arising directly or indirectly out of the partnership. JMM shall be entitled to amend these GTC at any time. The co-operation partner shall be notified in writing of any amendments to these GTC. The co-operation partner may object in writing to the amended General Terms and Conditions within four weeks of receipt of the same; otherwise the amendments shall be deemed agreed. If amendments to the GTC are objected to, JMM and the co-operation partner shall be entitled to terminate the partnership in writing for

important reason with immediate effect. In the written notification JMM shall expressly inform the co-operation partner about the legal effects of a failure to object to amendments or if such objection is not made in time. Modifications of and amendments to these GTC shall be made in writing; no oral side agreements exist. Any absolute or partial ineffectiveness of individual provisions, if any, shall not affect validity of the remaining GTC. The provision which is ineffective in whole or in part shall be replaced by a provision which comes as close as possible to the commercial result of the ineffective provision.