

**General Terms and Conditions of
DECODE Marketingberatung GmbH (hereinafter referred to as
DECODE)**

§ 1

Based on neuropsychological findings, DECODE develops brand management strategies and advises companies on the decoding, positioning and management of their brands. With the Brand Code Management Process, DECODE provides a platform for brand and communication management and helps companies in the systematic management of functional, emotional and implicit brand values. DECODE provides its consulting services in accordance with generally accepted professional standards.

§ 2

DECODE makes an offer to the interested party in the form of a project proposal in which the task, the evaluation parameters and the requested fee for handling the project are stated. The fee stated in the project proposal covers all of the services to be performed by DECODE in the performance of the contract. For the performance of special requests made by the customer, for the preparation of translations of project reports and for the preparation of preliminary or interim reports, DECODE may claim an additional fee. If additional costs are incurred after the contract has been signed due to change requests or additional requests made by the customer, DECODE may charge these. This will also be the case if such additional costs are incurred due to other reasons, if these were not foreseeable at the time the contract was awarded despite due care having been taken. If additional costs are incurred due to changes to the services specified in the quote (e.g. higher field costs due to a change in the target group, editing of stimulus material), these will be charged to the customer on the basis of a recalculation. Changes in the order volume after the contract has been signed require an express agreement in writing between the parties.

§ 3

As a general rule, DECODE is unable to grant exclusivity for defined product areas, research objects or process methods. If exclusivity is granted in justified exceptional cases, its duration and the additional fee to be charged are to be defined.

§ 4

The customer will receive the project results for its own use only. Its contents, unless otherwise is agreed, may only be published in whole or in part, passed onto third parties or reproduced, printed or stored and processed in information and document systems by mutual agreement. The customer is not allowed to assign its rights under the project contract.

§ 5

The right of ownership and copyright to the research and consulting concept, the survey techniques (test design, survey and evaluation paradigms, operationalisation of constructs) and the accumulated evaluations, data carriers etc. lies solely with DECODE. The customers copyright to documents that it has produced remains unaffected.

§ 6

The customer has the right to view the original survey documents in DECODE's offices. In the process, the anonymity of the informants must not be infringed. If measures that are required to protect the anonymity of informants result in costs, these will be borne by the customer.

§ 7

DECODE must retain survey documents for one year and data carriers for a period of two years after completion of the project, unless otherwise is expressly agreed.

§ 8

DECODE must treat all of the information received from the customer as strictly confidential and use it solely for the purpose of the contract. The findings will, unless otherwise is agreed, only be made available to the respective customer.

§ 9

DECODE will ensure the due performance and evaluation of the project. Complaints can only be made on the grounds of a culpable breach of DECODE's duty of care. DECODE may also use freelancers or instruct other companies to work on the project. If the project results are not handed over in time for reasons for which DECODE is responsible, the customer may set a reasonable extended deadline. After this deadline has passed, the customer may withdraw from the contract if the work specified in the contract has not yet been performed. Compensation will not be paid for damages caused by any

delay. If the delay is due to wilful intent or gross negligence, the statutory regulations will apply.

If the project has culpably not been performed in accordance with the contract, the customer may demand rework. If the rework is not possible or cannot be finished by a reasonable deadline, the remuneration entitlement may be reduced accordingly. Further claims are excluded. In the event of liability due to wilful intent or gross negligence, the statutory regulations will apply. In the event of wilful intent or gross negligence, the liability will be limited to the amount of the fee paid, up to a maximum of € 25,000.00. DECODE will not be liable for consequential damage of any kind incurred by the customer in connection with the consultancy work performed for the customer.

§ 10

Postponements or cancellations of meetings are to be notified as early as possible. If the customer is responsible for the postponement or cancellation of a meeting and has not advised of the need for a postponement of the meeting or cancelled the meeting at least two weeks before the original meeting, it will bear the cancellation costs for flights or train journeys and the costs of journeys that can no longer be cancelled. The same applies for return and connecting flights.

§ 11

The fee for DECODE's services will either be charged based on the time spent on the activity (time-based fee) or be agreed as a fixed price. Unless otherwise is agreed, DECODE will be entitled, in addition to the fee, to reimbursement of expenses.

The choice of accommodation, flights and rail connections and any other expenses will be at DECODE's discretion.

The agreed fees will be used to finance the respective research and consulting projects. Therefore advance payment is necessary, normally 50% when the contract is awarded and 50% when the results are delivered. The parties may agree otherwise if this is advisable due to the nature of the project or the value of the contract.

Subject to individual provisions in the contract, the invoice amount is due for payment immediately without any deduction. In the event of default of payment, DECODE will be entitled to default interest in the amount of 8% above the base rate in accordance with § 1 of the Discount Rate Transition Act (Diskontsatz-Überleitungsgesetz). Default of payment will also occur in accordance with § 286 (3) of the German Civil Code (BGB) without a written reminder.

Fees and other amounts invoiced (e.g. travel expenses, allowances, incidental expenses etc.) do not include the applicable statutory VAT. The customer does not have the right to offset or the right of retention.

Until the outstanding accounts have been settled in full, DECODE has the right of retention concerning the documents handed and materials provided.

§ 12

If the customer is in default of acceptance of the services or if the customer does not comply or is slow in complying with its duty to cooperate, DECODE may demand payment for the services not performed as a result, without having any obligation in respect of subsequent performance. DECODE's right to compensation for the additional costs incurred remains unaffected.

§ 13

Events of force majeure that make it much more difficult or impossible for DECODE to perform the service will entitle DECODE to delay the performance of its obligations by the duration of the hindrance and by a reasonable start-up time. Strikes, lock-outs and similar circumstances that directly or indirectly affect DECODE will be treated as force majeure.

§ 14

These General Terms and Conditions (GTC) serve as the basis of all contracts concluded with DECODE. They also apply to all future business relationships, even if they have not been expressly agreed to again. Deviations from these GTC are only effective if they have been agreed in writing. Contracts and their performance will be governed solely by the law of the Federal Republic of Germany. If individual provisions in these terms and conditions differ from the statutory regulations, the provisions provided for this purpose will enter into force. The remaining provisions will not be affected by this.

§ 15

The place of fulfilment and jurisdiction is Hamburg.

Stand: März 2015