

TERMS & CONDITIONS

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1. Preamble

1.1. These conditions shall apply to all offers and agreements of Productive8 GmbH, a private company with limited liability in Austria, Tattendorfer Gasse 16c, 2512 Tribuswinkel (hereinafter referred to as Consultant). The Consultant provides Consulting and Business Development Services. It is involved in the field of strategy and management consulting, network matching, mobile and alternative payment solutions and referrals in the worldwide online and mobile telecommunications industry.

1.2. The Consultant introduces its network contacts to the Receiving Party. In particular, it brings service and content providers together with providers of payment-, bulk- and data services. In return to providing a service the Consultant will be entitled to a monetary commission. The amount and/or basis for calculation and the frequency of payment will occur as outlined in the Offer/Financial Agreement.

1.3. The Consultant is only an intermediary. The Consultant is never Party to the contracts that arise as result of its mediation. The Contracting parties of the mediated contracts are solely The Receiving Party and the respective contract partner.

1.4. Should problems, particularly a breach of contract arise within the framework of the mediated contracts, they have no effect on the contractual obligations between the Consultant and the Receiving Party. This applies in particular to funds that a can be retained by a payment provider.

1.5. These terms and conditions are the binding agreement governing the legal relation between The Consultant and The Receiving Party (Each referred to as a "Party" and collectively referred to as "Parties" as the context requires).

1.6. By signing up the Offer the Receiving Party acknowledges that it has read and understood and accept these terms and conditions individually agreed upon.

2. Engagement and Service

2.1. The Receiving Party hereby engages the Consultant to provide and perform the services set forth in the Offer/Financial Agreement, and the Consultant hereby accepts the engagement.

2.2. All Services to be provided by the Consultant shall be performed with promptness and diligence. The Receiving Party shall provide such access to its information, property and personnel as may be reasonably required in order to permit The Consultant to perform the Services.

3. Payment Mechanism

Unless otherwise agreed, The Parties acknowledge that:

3.1. During the Term of the Agreement and for six (6) months thereafter, The Receiving party shall keep records as are necessary to verify the amounts.

3.2. Consultant, at its own expense and upon a minimum 15 (fifteen) days' notice to The Receiving Party will have the right to have examined such books and records in order to verify the figures reported in any report or statement required hereunder and the amounts owed and/or billed to clients. Such books and records will be made available during The Receiving Party's normal office hours and at the place where these records are kept in the ordinary course of business. If, as a result of such examination, the reports determine the Receiving Party misreported any figure with a discrepancy of more than 5% (five percent) in favour of Consultant over the

disputed period, The Receiving Party will within 15 (fifteen) days remit to Consultant a sum equal to the amount of any underpayment. If, as a result of such examination, the reports determine The Receiving Party misreported any figure with a discrepancy of more than 5% (five percent) in favour of The Receiving Party over the disputed period, Consultant will within 60 (sixty) days remit to The Receiving Party a sum equal to the amount of any underpayment.

4. Term and Termination

4.1. The term of this Agreement shall be one (1) year commencing from the date of this Agreement, and thereafter shall be automatically renewed on a monthly basis until this Agreement is terminated in accordance with the terms and conditions of this Agreement.

4.2. This Agreement may be terminated:

4.2.a. By either party on sixty (60) days' written notice to the other party;

4.2.b. Immediately by either party in the event that the other Party (i) commits a material breach of its obligations under this Agreement which is incapable of remedy; (ii) commits a material breach of its obligations under this Agreement which is capable of remedy and fails to remedy the same within fifteen (15) days from receipt of a written notice from the other Party; or (iii) enters into winding-up proceedings whether voluntary or involuntary, liquidation, dissolution, distress or for any reason whatsoever is struck off the Registrar of Companies.

4.3. Upon termination of this Agreement, The Consultant shall cease to be entitled to The Consultant's Commission from the 13th month after the date of termination. In other words, The Consultant's Commission continues to be payable for one year after termination.

4.4. Payment of fees for services already provided under the Agreement will continue after termination of the Agreement.

4.5. The termination of this Agreement shall be without prejudice to any rights of any Party which may have accrued up to the date of termination and to any other remedy or right that such Party may have under this Agreement or under general law.

4.6. Notwithstanding termination of this Agreement for any reason, The Parties agree that they will continue to be bound by the terms set out in Sections: Indemnification, Limitation of Liability, Force Majeur, Intellectual Property Rights, Confidentiality, Data Protection and Applicable Law and the Arbitration Clause of this Agreement.

5. Representation and Warranties

Each Party hereby represents and warrants to the other Party that:

5.1.a. It has full power authority and capacity to enter into this Agreement and be bound by all the terms and provisions herein contained and such execution and performance does not contravene any of its contractual, statutory or other obligation of any nature whatsoever;

5.1.b. This Agreement constitutes its legal and binding obligations and enforceable against it in accordance with the terms hereunder; and

5.1.c. It is not in default under any agreement to which it is party or by which it may be bound and no litigation, arbitration, administrative or liquidation or winding up proceedings are presently current or pending or threatened which might adversely affect its ability to enter into this Agreement and to perform/fulfill its obligations hereunder.

5.2. Each Party warrants that it has, and shall continue to have, acquired good and sufficient titles, licenses, approvals, consents and/or authority required under, and for the performance of, this Agreement and further ensures that it shall not at any time throughout the subsistence of this Agreement do or permit to be done or omit to do any act that may result in such licenses, approvals, consents and/or authority to be terminated, revoked, void and/or voidable.

5.3. This Agreement does not grant any Party with any rights or licenses to resell or otherwise distribute the other Party's Premium Services, products or such other mobile solutions, nor any right to use any of the other Party's trademark, nor any right to provide any of the other Party's services or products or mobile solutions or any proprietary rights without the prior written consent of The other Party.

6. Limitation of Liability

6.1. Under no circumstances will The Consultant be liable to other party in any manner, under any theory of liability, whether in contract, tort, or any other theory, for any loss of profits or direct, indirect, incidental, consequential, special, punitive, or exemplary damages arising from the subject matter of this Agreement. This liability limitation applies even if the other party has been advised of the possibility of such damages, including but not limited to, loss of revenue, anticipated profits or lost business, and even if the damages were not reasonable foreseeable.

6.2. Under no circumstances will The Consultant be liable for any breach of duty that occurs within the framework of the contracts The Consultant has mediated and where The Consultant is not a contractual party. Under no circumstances will The Consultant be liable for damages caused by services, companies or Persons, which The Consultant has introduced to The Receiving Party. In no circumstance will The Consultant be liable to the Receiving Party's or any third party (including, without limitation, any customers obtained through The Receiving Party's marketing efforts) for any consequential, indirect, special, punitive or incidental damages or lost profits of the Receiving Party or the Receiving Party's successors or assigns (including without limitation claims for loss of goodwill, use of or reliance on the services provided hereunder, stoppage of other work or impairment of other assets) arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort or otherwise.

6.3. The preceding liability exclusions and limitations apply to the same extent in favor of management bodies, shareholders, legal representatives, employees and other vicarious agents of The Consultant.

6.4. The liability of The Consultant in accordance with Product Liability Act for intentional actions, for death, injury and damage to health as well as for fraudulent concealment remains unaffected by the preceding liability exclusions and limitations.

7. Indemnification

7.1. The Receiving Party covenants and agrees to indemnify and save harmless The Consultant, its parent company and their respective shareholders, directors, officers, and employees (Indemnified Group) from and against any and all claims or judgments, including all associated legal fees, expenses and disbursements actually incurred, arising out of any breach of contract by the Receiving Party or the exercise by the Receiving Party of

any right under this Agreement or any act or omission of the Receiving Party or anyone for whom The Receiving Party is in law responsible, including without limitation any damages, losses, consequential or otherwise, arising in any manner (including those arising from or incidental to any liability or other lawsuit, claim, demand or other action brought) as a consequence of any act or omission of the Receiving Party or any person for whom the Receiving Party is in law responsible, whether or not the Indemnified Group or any of them are named as a party defendant in any such proceedings and whether or not the Indemnified Group or any of them are alleged to be negligent or otherwise responsible for any damage or injury to persons or property. The obligation of the Receiving Party to defend and indemnify as set out in this paragraph will survive termination of this Agreement for any reason and will not be otherwise limited by any other term or condition of this or any Agreement. The Consultant may participate in the defense of all claims as to which it does not assume defense and control, and The Receiving Party shall not settle any such claim without The Consultant's prior written consent.

8. Force Majeur

8.1. The Parties shall not be liable or responsible for any failure or inability to perform or delay caused by reason of one or more so called "force majeure" contingencies as fire, earthquake, hurricane, natural disaster, strike, labor disturbance, civil commotion, acts of Government, any Law, action of any labor union or association affecting a Party or the industry within which the Party is engaged, delays in the delivery of materials or supplies, terrorist attack, any act of sabotage, etc.

9. Intellectual Property Rights

9.1. All materials, in particular data, software, documents, signs, marks, symbols and intellectual property rights, including but not limited to copyright, trademarks, patents, registered and industrial designs (hereinafter referred to as IP) supplied to The Receiving Party by or on behalf of The Consultant shall be and remain the sole and exclusive property of The Consultant.

9.2. All IP supplied to the Receiving Party shall be delivered to The Consultant by The Receiving Party, immediately upon demand, or destroyed or erased, as may be requested.

9.3. The Receiving Party shall not be entitled

9.3.a. To pass or license IP on to third parties or allow third parties access to the IP of The Consultant or of its partners,

9.3.b. To modify or otherwise process said IP.

10. Confidentiality

10.1. Both Parties hereby agree that no Party hereto shall, without the prior written approval from the other Party, disclose the other Party's Confidential Information or any information, material, or data which may be deemed confidential by the Parties from time to time. This clause will survive the termination of this Agreement for a period of six (6) month.

11. Data Protection

11.1. The Parties shall collect, process and use personal data exclusively in compliance with the applicable provisions of statute law for the protection of data, in particular in compliance with all relevant European Data Protection Directives.

11.2. The Parties shall be entitled to collect and use the other Party's person-related data (name of contact partner, address, other contact information, bank details) insofar as this is necessary to enable The Parties to fulfill their obligations under this agreement. The processing and use of person-related data for other purposes shall only be possible on the basis of consent or a statutory provision, which allows The Parties such use.

11.3. The Receiving Party also undertakes to comply with the applicable data protection provisions of statute law, and shall not collect, process or use the person-related data of third parties except with the consent of the parties affected or on the basis of a statutory requirement.

12. Applicable Law

12.1. These Terms and Conditions and any contracts entered into between The Consultant and the Receiving Party will be interpreted, construed and enforced in all respects in accordance with the laws of the Federal State of Austria excluding its conflict of law rules and rules or principles which might refer to such construction to the laws of another jurisdiction and under exclusion of the UN Convention on the International Sale of Goods (CISG).

13. Arbitration Clause

13.1. All disputes arising out of or in connection with the present contract shall be finally settled under the Rules of Vienna International Arbitration Centre (Schiedsordnung des Internationalen Schiedsgerichts der Wirtschaftskammer Österreich (Wiener Regeln)) by one or three arbitrators appointed in accordance with the said Rules. The rules on the accelerated procedure shall be applied. The Place of Arbitration shall be Vienna. The language of Arbitration shall be English or German.

14. General

14.1. Unless otherwise agreed in the Offer/Financial Agreement all the services, offers and agreements or contracts between The Consultant and the Receiving Party shall be subject exclusively to these Terms and Conditions.

14.2. Terms and conditions of the Receiving Party, which are in conflict with or differ from these Terms and Conditions, shall not be applicable. This shall also apply if The Consultant has been informed of such other contractual terms and conditions and has provided a service in knowledge of such contractual terms and conditions. Any conflicting confirmations by the Receiving Party on the basis of its own terms and conditions will not be recognized.

14.3. The Consultant may assign this Agreement without the Receiving Party's prior consent. The Receiving Party shall not assign, subcontract or transfer the benefit of this Agreement or otherwise without the Consultant's prior written consent.

14.4. Any notice or other communication permitted or required by this Terms and Conditions will be in writing and given by personal delivery or transmitted by facsimile or electronic mail to the receiving party at the address provided to The Consultant by The receiving Party. Any such Notice will be deemed to have been received on the date on which it was transmitted by facsimile or electronic mail or delivered.

14.5. The invalidity of individual provisions of these Terms and Conditions shall not affect the validity of the other provisions. Invalid provisions shall, by way of priority, be replaced by provisions which are legally valid and which correspond, in commercial terms, as closely as possible to the invalid provisions. The same shall apply to any omissions or unregulated matters.

14.6. These Terms and Conditions together with the Offer/Financial Agreement constitute the entire agreement between the parties with respect to the subject matter of this agreement, supersedes any previous or contemporaneous representations, negotiations, understandings, and agreements, oral or written.

14.7. Place of Fulfillment is the place of business of The Consultant.