



General Terms and Conditions

CSK Management GmbH



General Terms and Conditions

of

CSK Management GmbH

Im Luft

CH-8706 Meilen

(hereinafter „CSK“)

Scope

The following General Terms and Conditions are integral part of all contracts with CSK.

Object of Performance and Duties

CSK shall perform the consulting services as agreed between the client and CSK.

The details of the services to be performed are presented in the proposal or in the specifications of the signed contract (hereinafter „contract“).

In case of uncertainties between the General Terms and Conditions and the contract, the contract is prevailing.

CSK is committed to carry out the work professionally and timely, and with the resources according to the signed contract. With the client's written confirmation, CSK is entitled to replace the proposed team members with comparable or better qualified resources.

Confidentiality

CSK agrees to safeguard and keep all the information, documents, and data that are not publicly available. This agreement is applicable to all CSK employees and all contractors to CSK who are performing in the name of CSK.

As soon as the information is published by the client, or after a period of three years after completing the assignment, CSK is no longer obliged. Confidential information, documents, and data shall be marked accordingly.

Without specific agreement, both parties are entitled to publish the cooperation between them.



Time of Performance, Delays

All deadlines in the context of CSK's performance shall be stated in the contract.

In case of delays caused by the client, CSK is no longer bound to these deadlines. In case of delays caused by external circumstances, both parties shall agree on new deadlines.

In case CSK misses a contracted deadline due to justifiable reasons, the client indicates an acceptable additional respite with registered mail. If CSK misses this deadline again, the client is entitled to withdraw from the contract.

Fees and Expenses

The invoices to be paid by the client are based on the services described in the signed contract, using the agreed fees. The remuneration can be either calculated either on a standard per-day basis (based on eight hours per day) or as a fixed budget. If applicable, Swiss VAT (7.6%) will be charged separately.

If not mentioned differently in the contract, the following expense rules apply:

Expenses are charges directly connected with CSK's assignment such as travel, lodging, potential services and materials of third parties. They will be charged at cost, no additional administration charges are added.

In general, travel time is considered as working time. In case the services are performed within Switzerland, no administrative fees (postage, copies, telecom costs etc.) will be charged. In case of foreign assignments, these expenses will be charged at cost.

For travel cost, CSK will apply

- Rail: First Class
- Car: CHF 0.80 respectively EUR 0.55 per kilometre
- Flights: Business Class

Terms of Payment

CSK's services will be charged as the assignment progresses, or at once. Potential success fees will be charged separately. If not described differently in the contract, for contracts over CHF 10.000.-, CSK will charge 30% of the specified budget frame up-front.

The remaining fees as well as accruing charges will then be invoiced on a monthly basis. Together with the invoice, CSK will provide a monthly working report.

In case of a fixed budget pricing, the invoice amounts shall be described in the contract.

In case of success fees, the related invoice will be charged as soon as the defined success criteria are met. The detailed success criteria shall be defined in the contract. In case of disagreement, a neutral arbitral board will decide. The arbitral board needs to be defined before the assignment starts.

Invoices are payable within 10 days upon receipt.



Proprietary Rights, Documents and Reports

The documents, reports, presentations etc. will become the client's property. However, existing methods will remain CSK's property. If not specifically excluded in the contract, this applies as well for new methodologies developed during the assignment. In this case, CSK is entitled to use a generic version of this methodology in other projects.

Liability

CSK's liability is limited to cases of intent or gross negligence in the context of the assignment, but not for indirect or consequential damages such as not realised profits, not realised savings, or third-party claims. In any case, CSK's liability is limited to the amount of consulting fees paid to CSK by client for this assignment. Liability in damages on account of "force majeure" (accident, illness...) is excluded.

Early Termination

The contract may be terminated early by either both parties or by one party by giving 10 working days written notice. In case of an early termination, fees and expenses actually incurred up to the time of termination of the contract will be charged. In case of trainings, if the client cancels the training less than a week before the scheduled date, 50% of the contracted fee will be charged.

Place of Jurisdiction

Place of jurisdiction is Zürich. Any disputes arising out of or in connection with this agreement shall be submitted to the sole jurisdiction of the ordinary courts at the domicile of CSK. CSK may, however, notwithstanding any of the above, pursue any claim in the competent courts at the domicile of the client

Meilen, January 9, 2004