

Terms and Conditions of

Decode Marketingberatung GmbH (hereafter: Decode)

§ 1

Based on neuro-psychological insights, Decode develops strategies for brand management and advises businesses on brand decoding, positioning, and management. Decode's 'brand code management procedure' provides a platform for brand and communication management and supports businesses in the systematic management of functional, emotional, and implicit brand values.

Decode acts as a consulting service in accordance with accepted professional guidelines.

§ 2

Decode generally submits offers to interested parties in the form of a project proposal that defines objective and analysis criteria as well as the required fee and/or the time frame for the project. The fee listed in the project proposal generally includes all services that Decode must provide in order to complete the commissioned objective. Decode may charge an additional fee for the fulfillment of any special client wishes, for translation costs of project reports, and for creating preliminary or interim reports. Decode may also bill for additional costs incurred after the conclusion of the contract, for changes or additions requested by the client. This also applies if such additional costs are due to any other reasons, as long as these were not foreseeable when the order was placed despite due diligence. If changes to the services described in the offer result in additional costs (e.g. higher field expenses due to a changed target group, post-processing of stimuli materials), the client will be billed for these based on a recalculation. Changes to the order volume after conclusion of the contract require an express written agreement between the two parties.

§ 3

Decode can generally not grant exclusivity for certain product fields, objects of study, or analysis methods. If an exclusivity agreement is made in justified exceptional cases, its duration and any additional fees shall be determined.

§ 4

The client receives the project results exclusively for his own use. As long as no other agreements were made, mutual agreement is required in order for the contents of the project to be published entirely or in part, made available to third parties, or for such purpose copied, printed, or saved and processed in information and documentation systems. The client is not authorized to transfer any rights stemming from the project contract.

§ 5

Decode retains ownership and copyright of the study and consulting concept and the analyses, data carriers etc. created during the realization of the project. This does not affect the client's copyright for all documents that he has authored.

§ 6

The client has the right to view the original survey documents at the offices of Decode. During this viewing, the anonymity of the interviewees must be protected. The client will carry any costs that may arise in this connection due to measures necessary to protect anonymity.

§ 7

Decode is obligated to store survey documents for one year and data carriers for two years after delivery of the final project report, if no other agreement was made explicitly.

§ 8

Decode is obligated to treat any information received from the client in a strictly confidential manner and to use it exclusively for the realization of the project. The results obtained shall only be available to the respective client - unless a different agreement was made.

§ 9

Decode guarantees the proper implementation and analysis of the project. Complaints can only be based on culpable violations of Decode's duty of due diligence. Decode may utilize freelance workers or subcontractors to work on the project.

If project results are not turned in on schedule for reasons for which Decode is responsible, then the client may set an appropriate grace

period. After expiration of the grace period, the client may withdraw from the contract to the extent that the services defined in the contract were not yet rendered. Any possible damages due to default shall not be compensated. In the case that the default was caused intentionally or by gross negligence, legal guidelines apply.

If the project was not completed as ordered due to Decode's fault, the client may demand repairs. If repairs are impossible or have not been completed properly after an appropriate period of time, the client may reduce the compensation claim accordingly. Further claims are not admissible. In the case of liability due to intent or gross negligence, legal guidelines apply. In case of intent or gross negligence, liability is limited to the amount of the paid fee - however, at the most € 25,000.00. Decode is not liable for resulting damages of any kind that the client may incur in connection with the consultation performed for him.

§ 10

Schedule changes or cancellations must be indicated as early as possible. If the client is responsible for the delay or cancellation of a date and did not indicate the need for a delay or canceled at least two weeks before the original date, then he carries the cancellation costs for plane or rail tickets and/or the costs for tickets that can no longer be cancelled. This applies accordingly to return and connecting flights.

§ 11

The fee for Decode's services is either billed by the time spent on the activity (hourly fee) or as a fixed price. If not otherwise agreed, Decode is also entitled to refunds for expenses, in addition to its fee.

The choice of accommodations, flight and/or rail connections, and other expenses is at the discretion of Decode.

The agreed-upon fees serve to finance the respective research and consulting activities. For this reason, payment in advance is necessary, usually 50% due at the time of the order and 50% at delivery of the results. Deviating agreements can be made if the method of the project implementation or the value of the order make this seem appropriate.

Depending on individual stipulations in the contract, the amount billed is due immediately and in full. In the case of payment default, Decode is entitled to default interest in the amount of 8% above the base interest rate according to § 1 of the discount rate transfer law. According to § 286 (3) BGB, payment default occurs even in the absence of written notices.

The respective legal turnover taxes must be added to all fees and other amounts billed (e.g. travel costs, expenses, incidental costs etc.). The client does not have the right to offset or retain any part of the payment.

Decode has a right of retention to the submitted documents and materials until the claims have been paid in full.

§ 12

If the client defaults on accepting the services or if he omits and/or delays obligatory cooperation, Decode may demand the agreed-upon fee for all services that were not delivered as a result, without having to provide make-up services. Decode's claim to reimbursement for additional incurred costs is not affected.

§ 13

Acts of god that make it significantly more difficult or impossible for Decode to complete the service, give Decode the right to delay the completion of its obligations by the duration of the obstacle plus an appropriate run-up period. Strikes, lock-outs, and similar circumstances that affect Decode directly or indirectly, shall be considered equivalent to acts of God.

§ 14

These terms and conditions (T&C) serve as a basis for all contracts with Decode. They also apply to all future business relationships, even if they are not explicitly agreed-upon again. Deviations from these T&C are only valid if they were agreed-upon in writing. The law of the Federal Republic of Germany is exclusively applicable to contracts and their implementation. If individual stipulations of these T&C should not correspond to legal regulations, the regulations intended for this purpose become valid. All other stipulations remain unaffected.

§ 15

Place of performance and jurisdiction is Lübeck.

As of: February 2009