

eKomi

General Terms and Conditions

(Last change 30 October 2013)

1. Subject matter of contract

eKomi Ltd. (here and hereafter referred to as 'eKomi') develops and operates professional feedback solutions. By implementing this system, eKomi's customers (the company listed on the attached order form is here and hereafter referred to as 'the Company') can gather genuine customer feedback from their customers about their products and services (here and hereafter referred to as 'eKomi Customer Feedback System'). The following sections regulate how the eKomi Customer Feedback System is made available to the Company and the obligations of the Company when using this system.

2. Commencement of contract

2.1. These General Terms & Conditions (GTC) only apply to legal entities, commercially active persons with unlimited capacity to enter into legal transactions, self-employed persons or companies or any artificial person.

2.2. The Company applies to use the eKomi Customer Feedback System using an order form. By signing the attached order form, the Company declares that the activity in question is of a commercial or independent professional activity. In addition, the Company agrees to these GTC of eKomi by checking the box provided for this purpose or with its signature of the attached order form. The data requested during the application (general company information, telephone number, email address, technical contact for the implementation, contact information of the technical contact, preferred time period for the implementation, shop system, payment information) must all be provided truthfully. The application may be submitted by mail or fax to the German branch office of eKomi. By agreeing with the GTC and by submitting a duly signed form by post, fax or email, a legally binding contract is formed between the Company and eKomi. The date of Company's signature determines the contract inception.

3. Services rendered by eKomi

3.1. eKomi distinguishes between different standard service packages with different service levels that are made available to the Company by eKomi during the period of agreement.

3.2. Should any changes occur in the standard service packages, the scope of service remains valid as agreed upon at the time of the contract inception.

3.3. After contract inception, eKomi grants the Company access allowing it to use the eKomi Customer Feedback System. eKomi makes available the software that enables customer reviews to be collected, managed and displayed.

3.4. The current scope and description of functionality of the service made available by eKomi can be viewed at any time on eKomi's website (<http://www.ekomi.co.uk/uk/products>).

3.5. All eKomi customer reviews submitted are checked by the eKomi Customer Feedback Management team for compliance with the eKomi Review Guidelines. Valid reviews are incorporated into the review profile of the Company.

3.6. eKomi grants the Company use of the eKomi widget and seal, which are awarded in accordance with specific quality criteria and are available for download in the Customer Service Area. The eKomi widget, as well as the seal are part of the eKomi Customer Feedback System.

3.7. All the server and system components of eKomi are operated in a network with redundant computers. The data configured by the Company is stored using eKomi technology. In general, eKomi carries out planned maintenance on the eKomi service at night in regular intervals.

4. Duties of the Company

4.1. If the data provided by the Company during the application changes, the Company is obliged to immediately notify eKomi about these changes.

4.2. The Company may not misuse the eKomi Customer Feedback System, including the eKomi widget, as well as the seal. In particular, the Company may not draft positive reviews itself or engage third parties to draft reviews on its behalf which would create a false impression. The Company may not undertake any measures aimed at preventing negative impressions from flowing into the feedback system. Furthermore, the Company is obligated not to modify or falsify the customer reviews obtained as a result in any way whatsoever. The Client is obligated to enable the transaction based feedback assessment on the eKomi customer rating system to all retail customers or a clearly defined group of retail customers. In the case of a defined group of retail customers, this must be

clearly labeled on the eKomi certificate page, stating the retail customer group.

4.3. The Company shall abstain from any activities aimed at rendering the eKomi Customer Feedback System unusable, manipulating it or hampering its use.

4.4. The Company is obligated to protect the eKomi access data (user name, account password and interface password) against unauthorized use by third parties and to maintain the confidentiality of such data. It must immediately notify eKomi if it has just cause for suspecting an instance of misuse.

4.5. The Company is not permitted to make available for download, offer or disseminate content which is illegal or violates public policy on web pages in which the eKomi Customer Feedback System is integrated. This especially applies to discriminatory, racist, offensive or pornographic content or content that glorifies violence.

4.6. The Company alone is responsible for the manner in which customers are approached and informed about the possibility of leaving a review and for any permission that must be sought from the customer and for its data protection declaration. eKomi accepts no liability in this respect.

4.7 eKomi does not intervene into its feedback system. Reviews that have been submitted will only be deleted under exceptional conditions. Only when an adjudication is provided, does eKomi delete submitted reviews. If a fraudulent use is determined the review will be deleted without any prior agreement.

5. Consequences of improper use

5.1 If the duties described in section 4 are violated, eKomi is entitled to immediately block access, either partially or completely, to the eKomi Customer Feedback System, to technically prevent the display of the review profile on the Company's web pages or to terminate the contract without notice as set out in section 6.2. This will not affect the right of eKomi to assert claims for compensation.

5.2 The Company is liable for any direct damages done to eKomi and her affiliates that is attributable to any violations described in section 4 and any other improper use of the eKomi Customer Feedback System.

6. Contract term, contract termination

6.1 The contract is legally enforceable when the company successfully completes the registration, as well as confirmed the General Terms and Conditions and returns the duly signed Order Form/Contract to eKomi. The date of signature by Company determines the contract commencement. The contract term, hence the liability to pay, begins with the completion of the technical implementation (which gives company's customer a chance to leave a review), or at the latest, four weeks after the commencement of the contract for service as ordered by the company. The Company is obliged to allow eKomi a quick and efficient implementation of the services ordered. The Company also needs to provide the needed contact and other information for this purpose. If an implementation is not possible within four weeks, through no fault of eKomi, then the contractual term and therefore the liability to pay shall begin four weeks after the commencement of contract. If the company wishes to start the contract term at a date deviating from the contracts commencement, it must be made clear through writing in the contract. Should that be the case, the contract term and therefore the liability to pay begins with the completion of the technical implementation (the ability for the Company's customer to leave a review) and at the latest four weeks after the specified start date of the contract.

6.2. The minimum contract term for paid eKomi services is 12 months. A contract term of 24 months is also possible. The contract may be terminated by providing notice at least 30 days before the end of the contract term. If the contract is not terminated within this period, the contract term will be automatically extended on each occasion by a further 12 months. Notices of termination must be sent by fax or post or by email as a scan of the signed cancelation. The use of the eKomi Feedback System shall end at the time of the termination. The right to extraordinary termination without notice for good cause remains unaffected. In particular, good cause for extraordinary termination by eKomi exists if the Company repeatedly fails to fulfil its duties as set out in section 4 despite receiving a warning, earnestly and conclusively refuses to fulfil these duties or is in arrears with payment of at least two consecutive monthly fee instalments. In the case of an extraordinary termination by eKomi, any outstanding invoicing amount up until the end of the contract period will immediately be due in the full amount.

7. Prices, billing and payment conditions

7.1. The company shall pay a one-time setup fee for setting up the customer feedback system, which is due at the beginning of the contract year within the period listed on the invoice. The same applies to upgrades. If the software at the Company changes for reasons not attributable to eKomi, the Company must pay another set-up fee. If it is necessary to make software modifications or re-implement or adjust the Client's eKomi implementation, through reasons which are not the fault of eKomi, the Client must pay additional fees in line with a schedule of charges.

7.2. In return for the use of the eKomi service the Company shall pay the agreed usage fee in advance pro rata temporis on the first day of the month unless an annual advance payment has been agreed upon.

7.3. In addition to the agreed monthly fee, the Company shall pay a volume-based fee if it exceeds the agreed monthly order volume which will be billed on the first of the following month. This also applies for companies who have agreed on annual billing. The amount of the fee and of the volume ordered are based exclusively on the agreed scope of the eKomi service purchased.

7.4. Upon contract inception, the Company irrevocably authorises eKomi to collect the payments due from the bank account indicated by means of a direct debit order unless otherwise stipulated (e.g. credit card or SEPA direct debit). If the bank account does not have enough funds to cover the payment, the bank at which the account is held will not be obliged to collect the amount due. Partial collection of sums due by means of a direct debit procedure will not be carried out. In the case of returned debit orders, eKomi is entitled to levy a fee in line with a schedule of charges to cover processing and bank charges.

7.5. To reduce its credit risk, eKomi retains the right to reduce the choice of payment options.

7.6. The set-up fee is payable immediately upon receipt of the invoice. The monthly usage fees are due on the first of each month unless otherwise agreed in writing. Only the time when payment is received is regarded. The annual payment of the usage fees mentioned in section 7.2 is payable within the payment term stated on the invoice. The same applies to the volume-based fee described in section 7.3.

7.7. In case of delays in payment, eKomi is entitled to charge fees in line with a schedule of charges.

7.8. eKomi expressly reserves the right to block the Company's review profile and to withhold services if the Company delays payment of any fees due.

8. Warranty and liability

8.1. eKomi is liable for any damage caused by it or its employees intentionally or through gross negligence.

8.2. eKomi will not be held liable for the services and the product functionality of third parties.

8.3. eKomi does not guarantee that the eKomi Customer Feedback System will be available and accessible at all times and free from errors. Delays or interruptions in access or transmission may occur as a result of technical circumstances over which eKomi has no influence.

8.4. With the exception of violations in 8.9 and 8.6 in case of the violation of a material contractual duty caused by slight negligence, liability is limited to the total amount that the Company must pay for use of the eKomi Customer Feedback System during the contract term and to typically foreseeable damage. The liability for damage that is not typically foreseeable, consequential damage caused by a defect and loss of earnings is excluded.

8.5. Any technical information provided by eKomi or consultancy services rendered which are not included within the contractually agreed scope of services of eKomi are therefore provided free of charge and to the exclusion of any liability.

8.6. eKomi cannot be made responsible for any fall in or stagnation of sales following implementation, for criticising customer opinions or for a failure of a Customer Dialogue. Furthermore, software errors at the Company, any server breakdowns and their consequences caused by the installation are also excluded from liability.

8.7. eKomi provides no guarantee that the internet pages run by eKomi will be available on a continuous basis.

8.8. The Company shall indemnify and hold eKomi harmless for any claims for compensation, liability claims and any costs as a result of the enforcement of a claim asserted by one of the Company's end customers against eKomi following a failure of a Customer Dialogue, the failure to make available or to immediately make available a review as requested by the Company or which ensue from a failure of the

Company to properly inform its end customers about the voluntary nature of the review submitted and about data transmission.

8.9. eKomi represents and warrants that the eKomi Customer Feedback System and/or related products and services are the intellectual property of eKomi and does not violate any applicable law or the rights of any third party. eKomi will indemnify, defend and hold harmless Company from and against any and all damages, liabilities, costs and expenses (including reasonable attorney fees) related to any action, suit, claim or proceeding made, brought or threatened by a third party against Company arising out of or in connection with an actual or alleged breach of eKomi's representations and warranties in this Section 8.9.

9. Concluding provisions

9.1. The place of jurisdiction for any disputes ensuing from the business relationship between eKomi and the Company is Los Angeles, California.

9.2. These GTC are governed by the Laws of the State of California, without regard to the conflicts/choice of law provisions of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods does not apply to the General Terms & Conditions. For purposes of these GTC, the Parties hereby expressly consent to the personal and exclusive jurisdiction and venue of the state and federal courts located in Los Angeles County, California.

9.3. The reviews provided by customers on the eKomi rating pages are permanently made available to eKomi and her affiliates. Accordingly, eKomi is entitled to publish these reviews in search machines and social media.

9.4. The Company and eKomi shall keep strictly confidential all information and documents, including data of all kinds of which they became aware of in connection with the execution of the service agreement and only make such materials available to personnel who are assigned to execute the agreement. If eKomi has to process personal data to provide the contractual services, eKomi shall follow the data protection laws. Personal data which is transmitted to eKomi will only be saved and used to execute the contractual relationship. This data shall not be made available to uninvolved third parties. eKomi points out that the release of personal data is made voluntarily. Further, eKomi points out that this release may be withdrawn and personal data can be deleted at any time. The

company agrees that in the event of the loss or breach of any Personal Information, it will immediately remedy any security breach to prevent any further security breach at the company's sole expense and the company shall reimburse eKomi for actual, reasonable costs incurred by the company in responding to and mitigating any damages caused by such security breach, including all costs of notice and/or remediation.

9.5. Should any of the given terms and conditions become ineffective due to changes and/or objections, the remaining clauses of the contract will not be affected. Even if a term or a clause is invalid or against the law the rest of the contract which is valid must be fulfilled and shall be replaced with a valid regulation which comes closest to its meaning and intention.

9.6. Any declarations and terminations regarding the contract are only valid if they are received in writing.

9.7 Trademarks and registered trademarks are not marked. Therefore, the missing of such a symbol does not imply that the concerned name is not the trademark or registered trademark of its respective owner.

9.8 The General Terms and Conditions does not affect your statutory rights. Any rights not expressly granted herein are reserved worldwide. Any violation will be persecuted.

GTC for use of the fee-based services of the German branch office of eKomi Ltd. with registered office in 10969 Berlin, Markgrafenstr. 11, represented by the Managing Director Michael Ambros, Commercial Registry: HRB 114654 B – Local Court Charlottenburg.

The main administrative headquarters of eKomi are located in Great Britain: 5 Jupiter House, Calleva Park, RG7 8NN Aldermaston, Reading Berkshire, United Kingdom represented by the Director Michael Ambros.