

5year Escrow Agreement

amongst

Customer

- hereafter referred to as "CUSTOMER" -

and

BRAUN LAYWERS GROUP Munich

TRUST&FAITH ORG

Munich / GERMANY

- hereafter referred to as "Agent" -

and

DOSCH&AMAND RESEARCH GmbH&CoKG

Neumarkterstr. 18

D-81673 Munich / GERMANY

- hereafter referred to as "DAR" -

- hereafter referred to collectively as "the parties"-

Preamble

DAR and CUSTOMER have entered into a contract on licensing and developing software, (hereafter referred to as the "license agreement").

The electronic and technical information comprising or describing the software including any source code, documentation, related software or any development environments (hereafter referred to as the "software") is the intellectual property of DAR, and as such a trade secret of DAR. DAR strives to protect this trade secret.

CUSTOMER uses the software of DAR based on the terms of the license agreement. Since availability and operativeness of the software are critical to CUSTOMER's business operations, it may become necessary under certain circumstances for CUSTOMER to gain access to particular parts of the software, notably the source code and documentation.

DAR and CUSTOMER have therefore decided to enter into this escrow agreement together with Agent, where Agent provides to the other parties services in the context of the deposit of the software that are detailed in this contract and that grant CUSTOMER access to the material deposited by DAR (hereafter referred to as "deposit", "material" or "deposit material") in case one of the release conditions detailed in this contract is met.

This understood, the parties agree as follows:

§ 1 Delivery of deposit

- (1) DAR delivers the deposit material to the Agent on permanent, durable media (e.g. CD) on two media as safety copy. The Datas are protected by encryption code. This encryption is individual per deposit and available at Agent (Protectorian Safe).

§ 2 Entry and Technical Verification

- (1) Following the receipt of the deposit material by Agent, Agent will not conduct any technical or entry inspection of the material. Agent will confirm the receipt of the deposit material, but does not take over any responsibility for the correctness, the completeness or the useability of the deposit material at any time.
- (2) CUSTOMER is entitled to request a technical verification of the deposit material at any time with announcement to Agent of 4 weeks by recommended letter. The technical verification will be conducted by DAR in its offices in the presence of Agent and CUSTOMER; CUSTOMER will have to bear the costs of verification (DAR and Agent).

§ 3 Custody of the Source Code

- (1) After the deposit material has been handed over to Agent by DAR, Agent will put the material in safekeeping in its vaults and may use third party services for this purpose on its sole discretion. Agent is free to choose the location and manner of storage.
- (2) On delivery of any updated material to Agent by DAR, the existing material on deposit will be fully replaced by the updated version of the deposit material. Agent will not conduct any technical or entry inspection of the updated material nor of the replaced material. Agent will confirm the receipt of the updated deposit material as handed over by DAR, but does not take over any responsibility for the correctness, the completeness or the useability of the updated deposit material at any time.

§ 4 Notifications

- (1) All notifications in the context of this agreement will be delivered by regular mail unless otherwise stated in this contract or otherwise agreed upon in individual cases.
- (2) In order to speed up delivery of a notification, it may be sent by fax or e-mail in advance, whereby sending it by regular mail remains obligatory.

§ 5 Release procedure

- (1) CUSTOMER may open a release case and request the release of the material from Agent by recommended letter if
 - a) DAR agrees to a release in writing in a letter addressed to Agent;
 - b) DAR has stopped doing business or DAR's business is terminated by order of a court or a public agency (in particular if the company is being deleted from the official commercial register by order of the registry or a court due to a lack of funds);
 - c) an application to initiate a proceeding according to the insolvency code concerning DAR's assets or a part thereof has been filed by someone other than CUSTOMER;
 - d) a proceeding according to the insolvency code concerning DAR's assets or a part thereof has been initiated, or initiation was declined due to a lack of funds, regardless whether the application was filed by CUSTOMER or by someone else;
 - e) Agent is legally obliged to release the material to CUSTOMER based on an enforceable court order or an enforceable arbitral award.

- (2) If CUSTOMER opens a release case based on conditions (1) b) to e), Agent will inform DAR accordingly by registered mail or any other means of traceable shipment with proof of receipt (hereafter called „secure mail“) and request from DAR within an period of 2 weeks time a statement whether it agrees with the request for release by CUSTOMER or not. Agent will point out that the material will be released should DAR not reply within the set period.
- (3) Agent will release the material to CUSTOMER in case DAR agrees with CUSTOMER’s release request, in case that DAR does not reply within the set period, or in case an enforceable court order or an enforceable arbitral award has been issued. In order of the release of the Deposit Material CUSTOMER will send a representative to agent to receive the material against the receipt of a written protocol.

§ 6 Obligations of DAR

- (1) DAR grants Agent the simple, non-exclusive, non-transferable right, unlimited in scope, but limited in time to the duration of this agreement, to make use of the media and/or materials that are part of the material in the context of this contract, in particular to transfer the material to CUSTOMER in a release procedure.
- (2) DAR must give immediate notification to Agent if DAR has stopped doing business or if an application to initiate a proceeding according to the insolvency code concerning DAR’s assets or a part thereof has been filed or if a proceeding has been opened. Furthermore, DAR must inform Agent immediately about any other information relevant for execution of this contract.

§ 7 Obligations of CUSTOMER

- (1) CUSTOMER must fulfill its duties to cooperate in the context of this agreement immediately and dilligently.
- (2) Should DAR not deliver the material to Agent as defined by this contract and within the periods set forth by Agent, CUSTOMER is obliged to enforce the handover of the material towards DAR.

§ 8 Rights to and handling of deposit material

- (1) Agent and CUSTOMER explicitly acknowledge that the material contains IPRs by DAR and that DAR owns all rights (e.g. copyrights, rights of disposition and ownership) to the material.
- (2) In the event of a release of the material CUSTOMER is obliged to take all actions necessary to prevent the deposit material from being made available in Source Code in any way and at any time to a third party outside of CUSTOMER’s enterprise unless arranged for otherwise in this agreement. All rights and IPRs remain with DAR.
- (3) CUSTOMER assures through appropriate instructions, agreements or other measures that third parties (in particular employees, agents and other persons having access to the material) also conform to the above contractual obligations (with regard to the acknowledgment and assurance of the rights and IPRs of DAR embodied in the deposit) imposed upon Agent and CUSTOMER.

§ 9 Inception and duration of this agreement

- (1) This agreement commences on the date of signature by the last party under the condition that the fees according to § 10 have been paid.
- (2) This agreement is in effect for 5 (five) years after the initial date of commencement.
- (3) This agreement ends if a release to CUSTOMER has been completed based on the paragraph “Release procedure” in this agreement, even if the minimum term set forth in clause (2) of this paragraph has not yet expired. The Agent’s fees for the 5 year contract period will fully remain with Agent.
- (4) This agreement may be cancelled by Agent, even if the minimum term set forth in clause (2) has not yet expired, and without special cause with a term of three months to the end of month through written

notice to the other parties. In this case Agent will refund a portion of the already paid fees on a quarterly pro rata temporis basis.

§ 10 Agent fees

- (1) The agent fees amount to Euro 7.500,00 (net), will be born by CUSTOMER but will be charged from Agent to DAR and from DAR to CUSTOMER. The fees will be due 6 weeks upon signing of this agreement, but not before CUSTOMER has reimbursed the agent fees to DAR. The fees cover all costs for the ESCROW deposit of 5 years. On request the ESCROW period can be prolonged.

§ 11 Parties' obligations on termination of this agreement

- (1) Upon termination of this agreement, independent of the reason except if through a release procedure, Agent must hand over the deposit material to DAR within two weeks from the termination.

§ 12 Liability

- (1) The following limitations of liability apply with respect to all claims for damages, regardless of their cause, in particular also with respect to claims arising out of auxiliary contractual duties or entry into contractual negotiations.
 - a) Agent is liable to the other parties of this agreement for accrued damages based on the statutory provisions in cases where Agent has acted with intent or gross negligence.
 - b) Beyond, Agent is liable for damages caused negligently by Agent or its auxiliary persons in violation of an integral contractual obligation up to the amount of Euro 300.000 (three-hundred-thousand).

§ 13 Final provisions

- (1) Changes and amendments to this agreement require written form. This also applies to the change or suspension of this written-form requirement.
- (2) Should one or more of the provisions of this agreement be invalid, then all other provisions remain in force. The invalid provision is to be replaced - while adhering to this agreement in sense and intention - with a valid provision which comes as close as legally possible to the economic effect of the invalid provision.
- (3) This agreement is governed by the law of the Federal Republic of Germany except for the UN law on the sale of goods and international law. The Convention on the International Sale of Goods (CISG) of 04/11/1980 in its respectively valid version does not apply.
- (4) Place of jurisdiction for all disputes arising out of this agreement involving Agent and the other parties to this agreement is Munich/Germany.
- (5) Place of jurisdiction for all disputes arising out of this agreement involving DAR and CUSTOMER is Munich/Germany.