

GENERAL TERMS OF CONTRACT
for all Service Contracts

These General Terms of Contract (referred to as: **GTC**) shall include the terms and conditions of contract for Mobile Engine Ltd. (referred to as: **Service Provider**) for all Service Contracts effective from 10 April, 2014. . The Service Provider shall inform Customers of the effective GTC, its effective date, amendment or possible revoking on its Service Provider's Website.

1./ Service Provider's Data, Definitions**1.1./ Service Provider's Name and Address**

Company name: Mobilengine Ltd.
Registered seat: 1 Northumberland Avenue, Trafalgar Square, London, WC2N 5BW, United Kingdom
Tax ref. number: 623 91645 11963 A
Company registration number: 8305181
GBP Bank Account IBAN: HU92 1030 0002 1061 1331 4042 0019
EUR Bank Account IBAN: HU82 1030 0002 1061 1331 4882 0011
SWIFT: MKKB HU HB
Bank: MKB Bank Zrt.
Bank address: Vaci Street 38, Budapest 1056, Hungary
Legal representative: Adam Dalnoki

1.2./ Contact Information For Service Provider's Customer Service

The Service Provider operates a customer service desk which is available electronically or by phone for providing information to Customers, for managing customer reports, and for investigating and remedying complaints. The Customer may use the following customer service contact information for sending declarations on the performance of the Service to the Service Provider in writing by fax or by electronic mail:

Email: customerservice@mobilengine.com
Phone: +44 207 872 5866
During business hours: Monday through Friday from 9 AM to 5 PM (GMT)

1.3./ Definitions

For the purpose of the GTC, the following definitions shall have the following meanings:

- **Aggregated Report:** An analytical or summary document containing analysis of the database generated as a result of the Mobilengine Application, in a customized numerical document format, transferable through various communication channels.
- **Availability:** The Availability period within the Guaranteed Service Period shall be the scheduled annual Availability ratio of the Service within the Guaranteed Service Period (expressed as a percentage), indicating the ratio between the actual availability of the specific Application and the nominal availability expressed in percentage.
Calculation: $R\% = ((T_{gsi} - Tr_1) / T_{gsi}) * 100$
where:
R% is the Availability expressed in percentage
 T_{gsi} is the Guaranteed Service Period
 Tr_1 is the Extraordinary shutdown time
- **Customer:** As the user of the Service pursuant to the provisions of the Service Contract

Mobilengine General Terms of Contract, GTC

- **Customer's Client:** An online interface for viewing reports received from the Smartphone device, preparing and editing statements, and uploading Reference Data.
- **Electronic Payment:** Refers to the process whereby the Customer directly pays for the Service from the Service Provider (without an intermediary) in an electronic manner.
- **Electronic Payment Provider:** Offers Customers online services for accepting Electronic Payment through a variety of payment methods including credit card, bank transactions such as direct debit, bank transfer, and bank transfer based on online banking (eg: credit card payment, Paypal, Barclaycard, etc.)
- **Guaranteed Service Period:** Every day, 24 hours.
- **Hardware:** All computers, peripheral devices, and physical interfaces.
- **Individual Service Contract:** An agreement for the Service concluded between the Customer and the Service Provider, in which the provisions of the GTC must be applied. An individual Service Contract may also be an agreement for the Service concluded between the Customer and the **Reseller**, in which the provisions of the GTC must be applied.
- **Information System:** All Hardware and Software used by the Service Provider for performing the Service and the Reduced Service, other than the personal and physical environment to be provided by the Customer for using the Service and the Reduced Service.
- **Intellectual Property:** All know-how, patent, copyright, trademark and products generated or lawfully used by the Service Provider.
- **Mobile Client:** Mobilengine Software that runs on Smartphone devices, which may only be installed on one Smartphone device with a given activation code.
- **Mobile Form:** An electronic interface deployed within the Mobile Client on the basis of Reference Data in line with the Customer's requirements, which assists data entry into the database.
- **Mobile User:** A natural person specified by the Customer, who is in a legal – including, in particular, an employment contract, assignment contract, business contract or commercial agent contract – relationship with the Customer for performing any activity or work, or for generating a result, and in relation to whom the Customer shall act as a cash guarantor towards the Service Provider for any damages his/her conduct may cause. Mobile Users shall be entitled to use the Mobilengine Application directly, in compliance with the rights and limitations specified in Annex 1 to the GTC.
- **Mobilengine Application:** Mobilengine Software that runs on the Customer's Smartphone devices and the Service Provider's Information System, which implements database engine and database evaluation functions, developed and customized for the purposes of the Customer with any interoperable general Software (operating system, database engine system, development device(s), interfaces, etc.). The Mobilengine Application consists of two components: the Mobile Client (which runs on the Mobile User's Smartphone device), and the Customer's Client, which is accessible with the Internet browser specified in the GTC.
- **Mobilengine Application Implementation:** Developing the Service according to the Customer's requirements in writing by the confirmed specification, which involves defining the format and substance of (i) Mobile Forms, (ii) Aggregate Reports, and (iii) uploading Reference Data. Mobilengine Application Implementation contains both the above specifications and the implementation. As part of the Specifications, a written specification document is approved by the Customer.
- **Party/Parties:** The Service Provider and the Customer and the Reseller shall be referred to together as the **Parties**, while any of them, not specifically named, shall be referred to separately as a **Party**.
- **Personal Data:** Any data associated with a specific (identified or identifiable) natural person (referred to as: subject) or conclusions drawn from data about a subject. In the course of data retention, personal data shall remain such as long as any relationship with the subject may be restored. A person shall be identifiable in particular if he/she may – either directly or indirectly – be identified on the basis of a name, an identification code, one or more physical, physiological, mental, economic, cultural or social characteristics.
- **Recurring Payment:** refers to the payment method in which the Customer provides advance authorization to the Service Provider to collect money from the Customer's Account on a regular basis for the entire duration of the Service Contract and in accordance with the agreement with the electronic payment provider.
- **Reference Data:** The Customer's business data, provided to the Service Provider electronically for developing Mobile Forms, and specifying the Service.
- **Remote Desktop Access:** Error checking and troubleshooting mode based on an Internet connection, which may be applied subject to the Customer and the Mobile User's permission, for installing the Required Software.

Mobilengine General Terms of Contract, GTC

- **Reseller:** a company that is authorized by Service Provider to license the Service and Mobilengine Application to Customers. Customers may sign Service Contracts directly with such Reseller for the use of the Service and Mobilengine Application. Such authorization may only be valid by written agreement. Upon request, Service Provider may confirm the validity of such authorization to a third party.
- **Result Data:** Data received from the Mobile Forms completed with the help of the database's Mobile Client; such data may be viewed on the online interface generated by the Information System or may be exported into a summary Excel spreadsheet as an Aggregate Report.
- **Service Contract:** The Individual Service Contract, as well as the GTC and its annexes.
- **Service Fee:** The sum of the Subscription Fee and the Mobilengine Application Specification Fee. All Service Fees are specified in the Individual Service Contracts.
- **Service Provider:** the company called: Mobilengine Ltd.
- **Service Provider's Website:** <http://www.mobilengine.com>
- **Shutdowns:** The Information System's Extraordinary shutdown, its Scheduled regular and Scheduled non-regular shutdown.
 - **Extraordinary shutdown:** Any Shutdown in which the Service Provider partly or fully stops the operation of the Information System, with a simultaneous notice sent to the Customer due to any security event (including, but not limited to, virus attack, intrusion attempts through an external or internal connection) that imposes major risk with respect to data security or when a part of or the entire Information System shuts down in a non-regular fashion. The Service Provider shall be exempted from the notification obligation specified in this point if it is impossible to perform this notification obligation due to any defect of the Information System or if performing the notification obligation imposes a risk on the Information System or the security of stored data.
 - **Scheduled regular shutdown:** Any Shutdown when the Service Provider shuts down the entire Information System or part thereof at a predefined time, with notification to the Customer, for maintenance purposes, on a recurring basis, for a period of at least 4 hours. Scheduled, regular shutdowns may take place on 2 occasions in a calendar month, and may not last for more than 4 hours on each occasion.
 - **Scheduled, non-regular shutdown:** Any Shutdown when the Service Provider shuts down the entire Information System or part thereof at a predefined time with advance notice sent to the Customer, for the purpose of maintenance, for a predefined period. The Service Provider shall notify the Customer of any Scheduled, non-regular shutdown 15 days prior to such shutdown. Scheduled, non-regular shutdowns may not last for more than 5 business days on each occasion. The Customer shall not be obliged to pay any Subscription Fee for the period of a Scheduled, non-regular shutdown.
- **Smartphone device:** Hardware, a handheld computer required for the use of the Mobilengine Application. The manufacturer of the Smartphone device shall be responsible for warranty and guarantee obligations concerning the device. Service Provider is not responsible for hardware pre-conditions.
- **Software:** Computer programs (with input and output format, source and object codes, program lists, data models and flowcharts), and related descriptions, narrative explanations, guidelines, operational instructions and support documents. The concept of Software includes data media on which such programs and documentation are recorded, including any permitted copy, correction, upgrades and newer versions of the specific programs. Unless the GTC expressly provides for otherwise, the concept of Software involves any device, translation, completed amendment, updates, new versions and other changes that facilitate use.
- **Special Data:** Data indicating racial origin, national or ethnic minority, political opinion or party sympathy, religious or any other ideology, membership in an interest representation organization, health conditions, harmful addiction or sexual life, as well as criminal personal data.
- **Statistics:** Aggregated data associated with the Customer's Mobilengine Application.

2./ Establishing a Service Contract

2.1./ Service may be granted to Customer under 3 types of Individual Service Contracts: Direct Service Contract, Indirect Service Contract or Electronic Service Contract. All these are considered a Service Contract.

- **Direct Service Contract:** The Direct Service Contract is established in written form between Service Provider and Customer in which the provisions of the GTC must be applied. By accepting the Individual Service Contract, the Customer also declares acceptance of the GTC, and therefore, the Individual Service Contract and the GTC together

Mobilengine General Terms of Contract, GTC

and exclusively regulate the contents of the Service Contract. The Service Contract may define an indefinite or definite Service period. After the end of the definite Service period any form of further usage of Service by Customer implies automatic continuation of the Service Contract for an indefinite period.

- **Indirect Service Contract:** The Indirect Service Contract is established in written form between Reseller and Customer in which the provisions of the GTC must be applied. By accepting the Individual Service Contract, the Customer also declares acceptance of the GTC, and therefore, the Individual Service Contract and the GTC together and exclusively regulate the contents of the Service Contract. The Service Contract may define an indefinite or definite Service period. After the end of the definite Service period any form of further usage of Service by Customer implies automatic continuation of the Service Contract for an indefinite period.
- **Electronic Service Contract:** The Electronic Service Contract shall be established with the confirmation (referred to as: Confirmation) sent by the Service Provider to the Customer electronically following the receipt of an electronic message by the Service Provider (referred to as: Order), created by the Customer electronically in compliance with the required contents of the Individual Service Contract and sent to the Service Provider. The Service Contract shall be concluded in London. If the contents of the Confirmation are different from the Order, then the Service Contract is not established, and the Confirmation with different content does not constitute a new proposal either. The Service Contract shall not be considered a written contract. The Service Provider shall not be obliged to register the Service Contract, and make it available to Customer subsequently. By accepting the Individual Service Contract, the Customer also declares the acceptance of the GTC, and therefore, the Individual Service Contract and the GTC together and exclusively regulate the contents of the Service Contract. Unless the GTC provides otherwise, the Service Contract shall be established for an indefinite period. A Service Contract may be established for the use of (i) the Service, or (ii) a Reduced Service. If the Service Contract is established for the performance of the Service, then the performance of the Service shall commence when a monthly Service Fee is paid to the Service Provider.

2.2./ Amendment of the Service Contract

2.2.1./ Amendment of the Individual Service Contract

The Parties may together amend the Service Contract. Also, the GTC may be changed by the Service Provider and made public on the Service Provider's Website. The Individual Service Contract may be amended in compliance with the provisions of Section 2.1./ of the GTC.

2.2.2./ Amendment of the GTC

The Service Provider shall retain the right to unilaterally amend the GTC and any annexes thereof, based on its own decision, within the framework of the effective legal regulations, at any time. Unless the GTC provides for otherwise, the Service Provider shall notify the Customer of the planned amendment of the GTC via e-mail, not later than 30 calendar days prior to the planned amendment of the GTC. The Service Provider shall not be obliged to notify the Customer of the planned amendment of the GTC in advance, if they need to be amended due to the enhancement of the Service, and the amendment does not affect the GTC applicable to the Service, or if as a result of the amendment, only the Service Fee, or any component thereof, is reduced.

2.3./ Changes in the Customer's data

The Customer must notify the Service Provider of any change in its data indicated in the Service Contract within 8 days from the change. The Customer must notify the Service Provider in writing of any liquidation, final settlement or bankruptcy procedure launched against it immediately after the procedure has started. The Customer shall be liable for compensation of any damages arising from the failure to perform this obligation, and the Service Provider does not assume any responsibility for any damage arising thereof.

3./ Description of the Service

3.1./ The Service Provider's activity shall be aimed at creating a database by using its own Information System and the Mobilengine Application, whereby the Service Provider classifies the Result Data provided by the Customer in the database according to the Customer's requirements and prepares Statistics and/or Aggregate Reports from them as required and makes them available to the Customer electronically during the existence of the Service Contract. Pursuant to the provisions of the Service Contract and during its term, the Customer shall be granted access to a specific part of the Service Provider's Information System, more specifically, the Mobilengine Application and the Customer's Client, through which the Customer may register Mobile Users based on written permission to be obtained by the Customer, with a Mobile Client or Customer's Client access right (referred to as: Service). Prior to the start of the performance of the Service, the Service Provider shall support in cooperation with the Parties the Mobilengine Application Implementation, which will specify and implement the Customer's (i) Mobile Forms, and (ii) Aggregate Reports. With the help of the Mobilengine Application, the Customer may specify the Mobilengine Application itself. The database created during the performance of the Service shall be generated by the Service Provider. .

3.2./ Terms and Conditions Required for the Use of the Service

3.2.1./ The economic and legal prerequisites of the performance of the Service shall include the conclusion and existence of the Service Contract and the timely payment of the Service Fees.

3.2.2./ The Customer must provide the following Hardware and Software, required for the use of the Service, at its own cost:

- a./ Personal computer with Internet access and Software required for the use of the Service (with the exception of the Mobilengine Application), and
- b./ a Smartphone device with Internet access for all Mobile Users and the Software required for the use of the Service (with the exception of the Mobilengine Application).

If the Smartphone device is not suitable for using the Service, then the Service Provider shall not be liable for the Service being error free. In order to use all the functions available with the Service, there may be need for applying GPS, camera or other accessories either installed or externally attached to the Smartphone device. The Customer must provide such accessories, ensuring that they are suitable for the use of the Service.

The Customer must allow the Service Provider to set up the Hardware devices required for the use of the Service with remote access, at a time previously agreed by the Parties. The Customer must maintain the operation of any Hardware devices installed or provided for use by the Service Provider during the effective term of the Service Contract, and must also cooperate with the Service Provider in relation to the elimination of any faults.

The Customer must ensure the adequacy of the Software required for error free operation of the Service on its own Hardware and guarantee that such Software does not violate the rights of any third party. The Service Provider shall not be liable for any damages arising from any Software unsuitable for the use of the Service. The Mobilengine Application shall operate free of errors if at least the following Software requirements are met:

In order to use the Mobile Client, the Smartphone must function with one of the following operating systems Google Android 2.3, 3.0, 4.1+ and the Smartphone device must also have data services access and also function as a mobile phone. The manufacturer of the Smartphone device shall be responsible for warranty and guarantee obligations concerning the device. Minimum system requirements for the Smartphone's hardware depend on Customer's individual requirements and actual Implementation of the Mobilengine Application. The Smartphone processor and memory should be taken into consideration and whether the Smartphone device has accessories such as a camera, auto-focus camera, GPS. The Customer's Client shall be accessible with the following browsers: Google Chrome .

3.2.3./ Mobile Users' suitable computer skills shall be a personal requirement for using the Service.

3.3./ Data Protection

Mobilengine General Terms of Contract, GTC

The Customer may use the Service only within the framework provided by law and the data protection regulations forming Annex 1 to the GTC. The Customer shall be responsible for any unlawful use of the Service. The Customer may not affect the quality of the Service in any way, unless the GTC provides for otherwise. The Customer must allow the Service Provider to check the Customer's data management activities.

The Service Provider and the Reseller shall respect the fundamental right to the protection of Personal Data and Special Data, and therefore, during the use of the Service, the Service Provider shall protect Personal Data, Special Data, as well as Reference Data in the way specified in legal regulations, without disclosing them to any third party.

The Customer shall give its consent to the Service Provider using, aggregating, and accumulating data applicable only to the Customer, generated during the use of the Service as Aggregate Reports or Statistics, whereby the Service Provider must protect the Personal Data and Special Data while they are being used, without disclosing them to any third party other than those specified in legal regulations for mandatory data disclosure.

The Customer shall give its consent to the Service Provider storing on its own server the Aggregate Reports and Result Data generated during the use of the Service and forming the Service Provider's Intellectual Property, for the purpose of operating, using, and developing the Service, and for statistical and marketing purposes even after the cessation of the Service Contract and the deletion of the data by the Customer.

The Customer shall agree to inform the Mobile Users it registers about data protection and the method of using data, and the Customer will be responsible for any damages arising from the violation of this provision.

The Customer shall give its consent to the Service Provider and to the Reseller indicating the Customer's name in its list of reference customers, whereby the Service Provider and the Reseller may not disclose any sensitive business data suitable for individual identification to any third party.

3.4./ Data Security

3.4.1./ The security of Personal and Special Data, Reference Data and Result Data managed by the Service Provider, and the confidentiality of the communications transmitted using the Internet are vulnerable to various computer attacks and abuse. Such abuses include, in particular:

- a./ computer viruses, which may lead to the infringement or destruction of Personal and other Data the Service Provider stores,
- b./ computer intrusion, during which unauthorized parties may have unlawful access to, change or disclose to the public, the personal and other data stored by the Service Provider,
- c./ computer hacking, during which unauthorized parties may detect the contents of communication transmitted over the Internet.

The Service Provider and the Customer and the Reseller all must take all reasonably expected technical and organizational measures to reduce and eliminate the threats indicated above. The Service Provider shall apply adequate organizational and technical (IT) measures to protect the data it manages against unauthorized access or use. Within the scope of data security, data may be operated only by individuals who are granted adequate access rights to the Information System in which data are managed. Adequate access rights are an access authorization, the scope of which is in line with the so-called "need to know" principle, according to which a Mobile User may have access only with such a scope that is absolutely necessary for performing work, and such access is granted only to people whose job responsibilities include the management and processing of data.

3.4.2./ Security Measures Taken by the Service Provider

The Service Provider shall store and keep all data made available to it on computers at a secure location. The Service Provider shall protect the data stored on its computers against unauthorized access, alteration, disclosure, deletion, violation or destruction with a firewall system and antivirus programs.

Mobilengine General Terms of Contract, GTC

In addition, data security shall also include the logging of user transactions performed on the Information System that also manages personal data. The log's detail level (the transactions included in the log) may differ by system, and its purpose shall be to facilitate the identification of responsibility in the case of any abuse. The Service Provider shall check log files regularly.

3.4.3./ Security Measures To Be Implemented By The Customer

The Customer must take all reasonable efforts to protect its data, including specifically the login identification code and password (code) required for using the Service as provided by the Service Provider. The Customer shall be liable for any event and activity that takes place with the use of its login ID code and password (code).

3.5./ Quality of Service

The Service Provider shall perform the Service free of errors, provided the Availability it achieves with respect to the Service Provider's Information System:

- a./ shall reach 95% annual average during the Guaranteed Service Period, and
- b./ shutdowns take place as described in the GTC.

The Customer must notify the Service Provider if it comes across any disorder during the operation of the Mobilengine Application. In order to restore the Service, the Customer must provide Remote Desktop Access to the Hardware device.

3.6./ Data Entry

The Service Provider shall not be liable for any incorrect data entry by the Customer, regardless of whether or not such incorrect data entry took place at the time the Service Contract was established or during the use of the Service. The Customer must immediately rectify any incorrect or false data provided when the Service Contract was established with the help of the Customer's Client. The Customer shall be liable for any damages caused by incorrect or false data provided at the time the Service Contract is established.

In the course of using the Service, the Customer and the Mobile User may refrain from entering any data or information into the Information System, which

- a./ may deteriorate or deteriorates the quality of the Service, or
- b./ imposes a risk or violates the security of the Service, including any data or information, or
- c./ violates any intellectual property related rights (Intellectual Property).

The Customer and the Mobile User shall have joint and several liabilities for violating the provisions of this section. The Service Provider shall be entitled to delete any data entered into the Information System in violation of this section's provisions.

4./ Service Fee

The Service Fee consists of the Subscription Fee and the Mobilengine Application Specification Fee. All Service Fees may carry additional VAT charge.

4.1./ Subscription Fee

Customer shall pay a monthly Subscription Fee for each Mobile User. The Customer shall bear all expenses incurred during the use of the Service (e.g., telecommunication charges, roaming charges, data traffic charges, human resource expenses, Hardware defects).

The total monthly Subscription Fee is based on the number of Mobile Users of Customer times the monthly Subscription Fee per Mobile User of Customer as stated in the Service Contract. The total number of Mobile Users of Customer is calculated at the end of each month by Service Provider.

4.1.1./ Subscription Fee under Electronic Service Contract

For Electronic Service Contract Customers the Subscription Fee shall be a fee accepted by the Customer in the Individual Service Contract. The Customer must pay the Monthly Subscription Fee on a monthly basis always on the same day of the month in which successful registration took place. The Service Provider shall store and keep all data made available on computers at a secure location in relation to the sign-up procedure.

4.1.2./ Subscription Fee under Direct Service Contract

For Direct Service Contract Customers the Subscription Fee is stated in the Service Contract signed by Customer and Service Provider. Customer pays the Monthly Subscription Fee monthly to Service Provider. If the subscription period does not start on the first day of the calendar month, but in the middle, then for the first calendar month the Customer pays only the proportionate amount of the Monthly Subscription Fee.

4.1.3./ Subscription Fee under Indirect Service Contract

For Indirect Service Contract Customers the Subscription Fee is stated in the Service Contract signed by Customer and Reseller. Customer pays the Monthly Subscription Fee monthly to Reseller. If the subscription period does not start on the first day of the calendar month, but in the middle, then for the first calendar month the Customer pays only the proportionate amount of the Monthly Subscription Fee.

4.2./ Mobilengine Application Specification Fee

For Indirect Service Contract Customers the Mobilengine Application Specification Fee is stated in the Service Contract signed by Customer and Reseller for the Mobilengine Application Implementation. Customer pays the Mobilengine Application Specification Fee to Reseller and the structure of the Specification Fee may be different from those of Direct or Electronic Service Contracts.

Under Direct Service Contract and under Electronic Service Contract the Customer pays to Service Provider the Mobilengine Application Specification Fee for the Mobilengine Application Implementation. One instance of Mobilengine Application Implementation refers to the specification of either a new Mobile Form or a new Aggregated Report. One instance of the Mobilengine Application Implementation includes two iteration rounds of specification between parties for the Mobile Forms or the Aggregate Reports. Further iteration rounds constitute additional instances of Mobilengine Application Implementation and therefore further Mobilengine Application Specification Fees apply.

For Direct Service Contract Customers the Mobilengine Application Specification Fee is stated in the Service Contract signed by Customer and Service Provider. Customer pays the Mobilengine Application Specification Fee to Service Provider.

4.3./ Common Rules Applicable to the Service Fees

4.3.1./ Modification of the Service Fees

The Service Provider may modify the Service Fees unilaterally. If the Service Fees increase, the Service Provider shall provide the right of termination to the Customer as specified in Section 7.3. of the GTC.

4.3.2./ Payment and Invoicing of Service Fee for Customer with Direct Service Contract

Service Provider invoices Customer on a monthly basis for the Service Fee. Customer agrees to pay the monthly invoice to the bank account stated on the invoice. Method of payment is bank transfer, unless otherwise stated in the Service Contract. Customer bears all costs and bank charges related to the bank transfer. The Service Fee is considered to be paid on the day that the Service Provider's bank credits the amount on Service Provider's designated bank account.

Mobilengine General Terms of Contract, GTC

Service Provider issues monthly invoices on the Service Fee following the actual month. The monthly Service Fee's due date is the 15th day of the next month, unless otherwise stated in the Service Contract. The invoice is considered delivered and notified 5 days after 2 consecutive unsuccessful attempts to deliver the invoice via postal mail to the address of Customer. Customer must notify Service Provider should the Customer not receive the monthly invoice 15 days after the actual month.

4.3.3./ Payment and Invoicing of Service Fee for Customer with Indirect Service Contract

Reseller invoices Customer on monthly bases for the Service Fee. Payment method, due date and further details of payment and invoicing are stated in the Service Contract signed by Customer and Reseller.

4.3.4./ Payment and Invoicing of Service Fee for Customer with Electronic Service Contract

The monthly Service Fees shall always be due on the same day of the month as the one in which successful registration took place. The Customer must cover all costs related to the payment of the Service Fee.

Unless the Service Provider otherwise instructs in writing, the Customer must pay the Service Fees and charges as stated in point 1.3 (**Electronic Payment; Electronic Payment Provider**). The Service Fees and charges shall be paid on the date when the bank managing the Service Provider's bank account authorizes the Service Fees and charges on the Service Provider's bank account. By purchasing the Service the Customer agrees to allow the Service Provider to place the Customer account on a Recurring Payment. Customer grants Service Provider permission to charge the Customer for any and all services provided by the Service Provider until the termination of the Service Contract. By accepting the Individual Service Contract and the GTC the Customer also declares acceptance of the GTC of the Electronic Payment Provider.

The Service Provider shall issue an invoice on the Service Fees to the Customer in English (language) each month. The Service Provider shall send invoices to the Customer electronically.

5./ Legal Consequences of Breach of Contract

5.1./ Default Interest for Direct Service Contracts and Electronic Service Contracts

In case of defaulting on the payment of the Subscription Fee or the Mobilengine Application Specification Fee, the Customer must pay a default interest to the Service Provider for the period of such default, whose rate shall be the FED prime rate specified for GBP at the time plus 7 % based on the amount in default.

5.2./ Suspending and Limiting the Service

The Service Provider may suspend or limit – depending on the choice of the Service Provider - performing the Service, with simultaneous notice sent to the Customer, in case of

- a./ the Customer defaults on the payment of the Service Fee for more than fifteen days, or
- b./ the Customer influences the quality of the Service in any way that is not permitted, or
- c./ the Customer violates any material provision of the Service Contract, including the Data Protection Regulations in particular.

During any period of suspended or limited Service, the Service Provider shall not be obliged to perform the Service, although the Service Contract remains effective. The Service shall be suspended or limited until the third business day following the elimination of the cause that triggered suspension or limitation or the termination of the Services legal relationship. During any period of Service suspension, and the limitation, the Customer must pay liquidated damages to the Service Provider in an amount equal to the Subscription Fee. If there are two or more Service Contracts between the Customer and the Service Provider, then in the case of any breach of contract related to the Service as listed above, the Service Provider may suspend or limit the Service with regard to all Service Contracts.

Mobilengine General Terms of Contract, GTC

Should the above situation (5.2/a, b, c) change or be resolved the Service Provider may charge fee for resuming the Service. The amount of this fee consists of the Service Provider's verified costs associated with the execution of the suspension process, but the minimum amount is GBP 300.

6./ Limitation of the Service Provider's Compensation Liability

6.1./ The Service Provider shall not be obliged to compensate any damages, or a part thereof, which is the result from the fact that the Customer did not act to eliminate or reduce damages as it would have been generally expectable in the particular situation. To perform damage prevention and its damage mitigation obligation, the Customer shall agree to immediately notify the Service Provider if it learns that the Service Provider's Service does not work at all, or it does not work satisfactorily. The Service Provider shall not be liable for any damages and/or expenses occurring because the Customer fails to perform the above-mentioned obligation at all or defaults on performing the obligation.

6.2./ The Service Provider shall attempt to ensure the efficiency and continuity of the Service at all times. Based on the Service Contract, the Service Provider shall not be liable for any damages that occur as a result of any defect or inadequacy that is not in scope for performing the Service, including the destruction or delayed receipt of messages, and any consequential damages arising thereof.

6.3./ Liability for any activity that violates the security of the Information System (e.g., use and dissemination of viruses or other code words, Software) and other hacker activities shall rest only with the Party implementing such.

6.4./ The Service Provider shall not be liable for compensation if it is hindered in the performance of the Service Contract due to any circumstance beyond its control and its scope of operation (force majeure, including especially: natural disaster, fires, flooding, order of a regulatory authority, state of emergency, uprising, civil war, war, strike or similar termination of work).

6.5./ The Service Provider shall not be liable for any damages arising from the use of the Service contrary to the provisions of the GTC.

6.6./ If the Customer incurs any damages due to the defective performance of the Service – taking the particularly favorable pricing of Service Fees into consideration – the Service Provider shall be liable up to the amount of the monthly Subscription Fee applicable at the time of occurrence of the damage.

6.7./ The Service Provider shall not be liable for any damages arising from access to the contents of data stored on Smartphone devices by any third party if the device is lost, stolen or destroyed.

6.8./ Setting how frequently Mobile Clients are to be synchronized shall be the Customer's responsibility and task. The Service Provider shall not assume any responsibility for any additional costs of data traffic generated by synchronization.

6.9./ The Service Provider shall not be held liable for the conduct of any third parties. The Service Provider shall not be liable for any defect of the Software involved in using the Service nor for damage to other Software or databases which the Software may cause, nor for the downloading of the Software for a specific period or in a specific manner, nor for the termination of the download option.

7./ Cessation and Termination of the Service Contract

7.1./ The Service Provider may communicate immediately effective termination to the Customer and the Service Contract shall cease simultaneously with immediately effective termination being communicated

a./ if the Customer or the Mobile User violates any significant provision of the Service Contract, including but not limited to the following cases:

a.a./ the Customer repeatedly or significantly hinders the as-intended operation of the Service Provider's Information System,

Mobilengine General Terms of Contract, GTC

- a.b./** the Customer hinders or imposes a risk on the as-intended operation of the Service Provider's network and Information System, and the Customer fails to stop this conduct despite of being warned about its legal consequences,
- a.c./** the Customer does not allow the Service Provider to perform the checks required for the troubleshooting and eliminating any defect, either reported or detected by the Service Provider, even after being warned about the legal consequences,
- a.d./** the Customer fails to pay the Service Fee, or any component thereof even after receiving two warnings about the legal consequences in writing by electronic means, unless the amount of the outstanding Service Fee does not exceed GBP 1.

b./ The Customer is subject to an effectively ordered bankruptcy or liquidation procedure,

c./ The Service has been suspended for more than 60 days.

7.2./ The Customer may communicate immediately effective termination to the Service Provider and the Service Contract shall cease simultaneously with immediately effective termination being communicated, if the Service Provider, due to any reason, other than force majeure,

a./ does not perform the Service for 60 consecutive days despite the Customer's written order, or

b./ performs the Service defectively for 2 consecutive months.

7.3./ The Service Contract shall cease through termination due to the Service Provider's unilateral amendment of the Service Contract, if the unilateral amendment of the Service Contract by the Service Provider

a./ involves any significant component of the GTC (Sections 4.1./, 4.2./, 4.3.1./, 4.3. of the GTC), and

b./ the unilateral amendment is detrimental to the Customer,

then the Customer may terminate the Service Contract in written notification with 15-days notice.

7.4./ This Service Contract shall cease at the event of the legal dissolution of either Party without a legal successor.

7.5./ The Parties may terminate the Service Contract established for an indefinite term at any time and without any explanation with 30 days notice in official in written notification or via e-mail only from the Customer's registered e-mail address as assigned to one of the Customer's administrators in Customer's Client. The notice period shall start on the day when the termination notice is communicated.

7.6./ Parties' Rights and Obligations in Case the Service Contract is Terminated

If the Service Contract ceases due to any reason, then all the Customer's payment obligations arising from the Service Contract shall become due immediately. Any further use of the Mobilengine Application shall violate the Service Provider's copyright.

8./ Reduced Service

8.1./ The Service Provider's activity shall be aimed at creating a database by using its proprietary Information System and the Mobilengine Application, whereby the Service Provider sorts the Result Data provided by the Customer in the database according to the Customer's requirements and prepares Statistics and/or Aggregate Reports from them as required and makes them available to the Customer electronically during existence of the Service Contract (referred to as: Reduced Service). Reduced Service may only be available for Customers with Electronic Service Contract.

8.2./ The provisions of this Service Contract shall apply to the Reduced Service with the following differences:

8.2.1./ The purpose of the Reduced Service is to enable the Customer to understand the Service, and therefore, the Reduced Service shall be available free of charge. Concluding the Service Contract shall be a prerequisite for using the Reduced Service. If any Customer already used the Service, it is no longer entitled to use the Reduced Service.

8.2.2./ Pursuant to the provisions of the Service Contract and while it exists, the Customer shall be granted access to a specific part of the Service Provider's Information System, more specifically, the Mobilengine Application and the Customer's Client, through which the Customer may register Mobile Users based on written permission to be obtained by the Customer, with a

Mobilengine General Terms of Contract, GTC

Mobile Client or Customer's Client access right. The Reduced Service shall not include any advisory activity or the specification of the Mobilengine Application. The database generated during the performance of the Service shall be created by the Service Provider.

8.2.3./ While using the Reduced Service, the Customer may not use the Service Provider's customer service desk (GTC 1.2./).

8.2.4./ In case a Service Contract is established for the use of the Reduced Service, the Service Provider shall not be obliged to give information to the Customer about any planned amendments of the GTC.

8.2.5./ The Service Provider shall not be responsible for the quality of the Reduced Service (GTC 3.5./) as it is free of charge, therefore, in the case of Reduced Service, the Service Provider will not be responsible for the Guaranteed Service Period and Availability.

8.2.6./ Section 6.6./ of the GTC may be applied to the Reduced Service, whereby the Service Provider's liability shall be fully excluded considering that the Service is free of charge.

8.2.7./ With the exceptions of Sections 1.1./, and 1.3./ – **Guaranteed Service Period** and **Availability** of the Service Contract, the provisions of Section 2./ and its sub-sections, Section 3.2.2./, 3.2.3./, 3.3./, 3.4./ and its sub-sections, Section 3.6./, 5.2./, with the exception of sub-section a./, Section 7.1.-a// aa./, ab./, ac./, b./ and c./, Section 7.6./ and Section 10./ and its sub-sections of the Service Contract shall apply to any Service Contract for a Reduced Service without any changes.

9./ IP and Copyright

9.1./ The Mobilengine software and all IP rights belong to Mobilengine Ltd. Mobilengine IP covers all aspects functionality of the Mobilengine software, including and not limited to;

- a./ program function - whether the algorithm is performed by the hardware or the software,
- b./ external design - the conventions for communication between the program and the user or other programs,
- c./ user interfaces - the interactions between the program and the user,
- d./ program code - the implementation of the function and external design of the program
- e./ individual specifications, implementations and customizations with Mobilengine

9.2./ Customer possesses all rights to Customer's Reference Data entered and generated during the use of Service, Aggregated Reports and other data entered by Customer into the Service or supplied to Mobilengine.

10./ Closing Provisions

10.1./ The Service Provider shall perform its notification and communication obligations associated with the Service Contract – with the exception of the payment order, suspension of Service and declarations for the termination of the Service Contract – if the Service Provider discloses the notifications and communications related to the Service Contract on the Service Provider Website.

10.2./ The Customer must send all declarations related to the Service Contract to the Service Provider in writing, addressed to any of the Service Provider's addresses stated in Section 1.1./ of the GTC, also including e-mail in this case.

10.3./ The contract shall be governed by the laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the courts of England and Wales. Service Provider has not adopted any code of conduct.

10.4./ Each provision of the Service Contract must be judged according to its substance regardless of where the provision was included in the Service Contract. This Service Contract was established in English.

10.5./ Tolerance by the Service Provider shall not rule out exercising any of its rights nor will it have the consequence of the Service Provider not being able to exercise its rights under this Service Contract later on.

Annex 1.**Privacy Policy
(referred to as: Policy)****1./ Preamble**

1.1./ This Policy relates to the Service Contract's second attachment (made of the general contract General Terms of Contract, referred to as: **GTC**) that is made between Mobilengine Ltd. (Registered seat: 1 Northumberland Avenue, Trafalgar Square, London, WC2N 5BW, United Kingdom, Tax ref. number: 623 91645 11963 A , Registered under number 8305181, referred to as: **Service Provider**) and the Customer. The Policy contains undefined terms which are solely defined in the GTC.

1.2./ The Policy's goals are (i) to define the Service - - also including the Reduced Service - - the Reference Data needed by the Customer - and the Original Data - - the Reference Data and/or the Original Data is referred at times as **data** -relating to the handling of the Customer and the requirements and guarantees concerning the Service Provider, in addition to (ii) determining the storage of Customer's Personal Data.

1.3./ If the Policy is actioned:

1.3.1./ Data protection: irrespective of the standard usage any action or collection of actions regarding the data, for example, collection, uploading, saving, storing, altering, usage, forwarding, making public, joining, deletion or the restriction of further usage. Data usage includes photographs, making a sound or picture recording as well as the saving of processes concerning personal identification (such as fingerprint or palm print, DNA sample, iris picture).

1.3.2./ Data handling: processes relating to data protection, regardless of the method, the machine used or the source of the data.

1.3.3./ Data handler: the person or legal entity or entity without legal rights, who, by the entrustment of the data protector uses the personal data.

1.3.4./ Made public: if the data is made available to anyone.

1.3.5./ Data deletion: data made unrecognizable in such a way that their reversal to original settings is not possible.

2./ Company profile

The Service Provider whilst carrying out the service - including the Reduced Service - only using Data Usage in terms of data protection. The Customer, whilst using the service is not entitled to change the IT system in such a way that the Service Providers profile can be deemed as Data Usage. The Service Provider, within 15 days of ending the contract, will create the Reference Data and the Result Data Deletion.

3./ In relation to the usage of the Service - including the Reduced Service - the data protection rules which concern the customer.

3.1./ In the event of the Mobile User uploading Reference Data and Result Data to the IT System, or while Customer Data Usage is being carried out, it is essential to proceed taking into consideration the English or other appropriate national laws, with specific focus on the registration and consent giving laws. The Service Provider - taking into account the reduced fees for the Services, and the request of Reduced Service (GTC 8) - absolutely relieved of responsibility, as long as the Customer breaks the rules or harms the rights of the Service, Reduced Service or those of a third party.

3.2./ Customer personal information - the Service rules which have been taken into account - can only be handed if (i) the Affected Party - with specific emphasis on the Mobile User (GTC 1.3.12./) - gives their consent or (ii) the law, within the specific case, allows for this to happen. The Customer cannot handle Specific Data or upload Specific Data to the IT system.

Mobilengine General Terms of Contract, GTC

3.3./ Law for the common good – with the data theme explicitly specified – can require the Personal Data to be made public. In all other cases the Making public of the data requires the consent of the affected party. If in doubt, it must be presumed that the affected has not given their consent.

3.4./ The Affected Party with the consent of the Customer, in the confines of the written contract with the data handler, can give out specific data necessary to the contract. In such a case, this contract must contain all information, which the Affected Party is obliged to be aware of, especially the specificities of the data, the length of the data handling, the use of the data, the forwarding of the data and the request for data handling. The contract must contain, in no uncertain terms, the signature of the Affected Party which gives consent to handling of their data.

3.5./ The Customer can only view Personal data for specified purposes, exercising law and fulfilling certain requirements. The Data usage must adhere to the goals at every stage. For the aim to become fulfilled, in terms of quantity and length only those personal data can be handled which is absolutely necessary for the data handling process.

3.6./ The Customer can only forward personal information if the affected party has given their consent, and/or every aspect of the appropriate law allows for this action to take place.

3.7./ Personal data from the country – regardless of the data carrier or the data carrying method – transferred to a data carrier in a third country can only be transferred (i) if the recipient explicitly agrees (ii) the law allows, and the in the third country data protection can be guaranteed to a specific degree.

3.8./ The Affected Customer can object to their personal data being handled if (i) the personal data is only needed for unspecified purposes (ii) the personal data is used solely for business use, market research or institutional research (iii) a the objection is allowed by law. The Affected Customer can go to court if they feel their rights have been affected.

3.9./ The Customer must guarantee to the affected parties, that (i) they can give a document containing personal information (ii) they can ask for their personal data to be edited, and as per the written law – delete, which per the request – assuming the affected parties reason is valid – the Customer must give the written response in the shortest time possible with a maximum of 30 days, within which it must be specified why it was declined, if that is/was the case. The Customer is required to alter all incorrect data.

3.10./ The affected party explicitly informs the Customer (as data handler) about their handled data arising from the contract, Customer data handling aims, the length, the Service Provider's (as Data handler) name, address and the action relating to the data handling and also how and for what goals do they receive (or received) the data. The Customer is required within 30 days to provide a written document, to which the Service Provider cannot deny an answer.

3.11./ It is necessary to delete personal data, if (i) its handling is illegal, or (ii) the affected party explicitly asks for such an action, or (iii) if it is incomplete or incorrect – and the situation cannot rectified in a lawful manner - , as long as the law does not prohibit it, or (iv) the aim of data handling has ceased to exist, or the data storage period has ended, or (v) the courts ordered it. All affected parties must be correctly informed of any actions regarding data handling. Informing such parties can only be waived if no personal rights are harmed during the process.

4./ Laws concerning the data storage of the Customer

4.1./ The Service Provider can proceed with the Service Contract creation, define its content, editing, its filling out, the arising fees and the attached requirements if it is certain that the Customer can provide Customer identification necessary personal data, encompassing address, tax number, company registration number. The Service Provider can amend the fees originating from the Service Contract above described data and the time of acceptance of contract, length of contract and location specific data. Furthermore, the Service Provider, in terms of giving a Service, can handle personal data which is technically necessary for providing that Service.

4.2./ The Service Provider can alter the rules relating to the Service creation for a reason outside of that specified in 4.1./ - and especially increasing the effectiveness of the Service, sending electronic advertisements to customers and market research – which can only happen with joint consent of the Customer.

Mobilengine General Terms of Contract, GTC

4.3./ In point 4.1./ of the Policy, the specified aims of the personal data deletion of the Service Contract after the ending of the Service Contract. Data used as per point 4.2./ must be deleted if the Data handling goal has ceased to exist, or the Customer obstructs the course of justice in which case the Data deletion must be carried out immediately.