

Lucerne, July 1, 2009

## General Terms and Conditions (GTC) Applicable to the Agreement on the Development of Multimedia Products

### 1. Object of the Agreement

screenFOOD AG has been commissioned by the customer to perform work in one or more of the fields of administration, consulting, planning, conceptual design, design, database design, configuration and art work, layout and programming:

- Administration means that screenFOOD AG takes charge of the administration of production coordination. This includes administrative expenses such as telephone costs and meetings with the parties concerned with the commissioned work.
- Consulting comprises help in determining how to proceed, as well as development of an appropriate multimedia strategy and the selection of suitable technology for this production.
- Planning and conceptual design include assistance in thinking through, arranging and determining the measures required for the respective production, collation of the documents and/or resources required to prepare the production, and development and styling of the main concepts. This field of activity also includes development of navigation, structure, programming, design and layout concepts, as well as the associated time schedules.
- Design comprises the development and visualisation of the basic concept in the form of rough sketches and draft graphic representations. This is the point at which the design concept is put into practice. The result is at least one on-screen or printed proposal, which serves to present the concept and to determine the production design. Multiple design proposals can be commissioned for an additional charge. More information on selecting the design proposal can be found in Point 2 ("Presentation").
- The database design is the implementation of the structural design concept and the programming concept for the database including database logic and functions.
- By configuration and art work, screenFOOD AG means the elaboration of initial graphic presentations and raw text for the layout template(s) based on the selected design proposal. This activity also includes photography and animation work, such as the production of photographs, films, animations, QTVRs etc.
- By layout, screenFOOD AG means the (type-)setting of the information (text, images, animations, films, QTVRs, etc.) based on the design and the configuration and art work.
- Programming covers user interfaces, navigation, databases, production interactions and business logic.

Our customers' needs are assessed from these different perspectives and compiled in the form of an offer. Assuming the customer accepts the offer, this is expanded into a contractual agreement, which acts as a confirmation of the order when signed by both parties.

2. A presentation is given of at least one design proposal in order to communicate the concept, structure and style of the planned production to the customer. It is also possible to prepare multiple design proposals if this is agreed in advance. At this stage, the customer can inject changes until the style corresponds to his/her requirements. The customer then signs the "Ready for Production" document, which confirms the end of the planning/conceptual design phase and the commencement of the production process.

This preliminary work is deducted from the overall price of any order subsequently made; if it fails to lead to a production, then the work is billed on the basis of the time and effort involved. Before implementing any of the design proposals, screenFOOD AG is obliged to issue a separate offer for the design proposal(s), unless the customer has already signed the contractual agreement for the entire production. In this latter case, the price stated in the contractual agreement covers the work mentioned above.

3. Delivery of all the required data (graphics, text, sounds, videos, etc.) is carried out by the customer or by a third party commissioned by the customer in accordance with screenFOOD AG's instructions. Subsequent data handling and preparation of new data are charged separately.
4. External costs such as editing, translation, photographers, Web hosting, CD-ROM duplication etc. are charged separately and are both offered and invoiced by third parties.
5. The schedule is specified in the contractual agreement between the customer and screenFOOD AG; it is dependent on data input, i.e. the final deadline may be correspondingly postponed in the event of delays in the receipt of data or subsequent changes.
6. It is agreed that payment shall be made in three instalments:
  - 1/3 of the price stated in the offer to be paid upon order placement; this first payment is not success-related.

1/3 of the price stated in the offer to be paid halfway through the project, in accordance with Section 2 ("Pricing and Payment Structures") in the contractual agreement.  
The remaining amount is to be paid upon the order being completed or 20 days net after issuing the final invoice.  
These payment arrangements apply unless otherwise agreed in specific cases.
  - Should the customer fail to pay an instalment that is due prior to completion of the order, screenFOOD AG shall be entitled to refuse further performance and demand compensation for damages.

Should the customer fail to pay the instalment due upon order completion, screenFOOD AG shall be entitled to withhold products that have not yet been delivered. In the case of a production already activated online, screenFOOD AG shall even be entitled to remove this from the Internet.
  - Should the customer withdraw from the agreement midway through the production process, the customer shall compensate screenFOOD AG for the work carried out up to that point, for orders placed with third parties and for further loss or damages incurred.
  - Should the customer be dissatisfied with the final version, even though screenFOOD AG has adhered to the agreed concept, design proposal and contractual agreement, the final account must nevertheless be settled by the customer, and the customer shall be liable for the cost of any changes or additions that are commissioned.
  - If the final accounts are delayed beyond the time stated in the offer due to changes instigated by the customer, they may be increased to reflect the extra work.
  - The agreed product remains the property of screenFOOD AG until the customer has paid the entire sum agreed.
7. Once the period of payment has expired without payment being made, a situation of default shall apply. A total of three written reminders shall be sent by post. We levy a fee of 30 Swiss francs for the second reminder. The third and final reminder is delivered by registered post and is subject to an additional reminder fee of 40 Swiss francs. All reminder (dunning) fees and debt pursuit charges shall be paid by the debtor. In the event of default on payment, the statutory interest on overdue accounts shall be levied (at least 5% according to art. 104 of the Swiss Code of Obligations).
8. Both screenFOOD AG and the customer promise to maintain full confidentiality with regard to company and trade secrets that may become known in the course of their collaboration, even after the contractual relationship has come to an end.

9. According to the new copyright law, computer programs are considered as works of art and literature and are protected by copyright even where there is only a minor degree of originality. Industrial property rights and copyright entitlements, which stem from concepts, proposals and work effected by screenFOOD AG within the scope of collaboration, shall pass over to the customer (assuming they are transferable) without any restrictions on contents, time or region. In particular, the customer is also entitled to further transfer these rights and entitlements, either in full or in part, to third parties once the final account has been settled. This does not apply to programming of Director, Lingo, Flash, WebObjects and other programs, the licenses of which state that the rights are retained by the author. This programming work may be purchased from screenFOOD AG where required by means of a separate invoice or deposited with a third party for safekeeping at the customer's cost.
10. If the production (CD-ROM or Web presence) contains errors even after delivery, screenFOOD AG is obliged to rectify the program errors at its own cost within the scope of the warranty service. The warranty period is stipulated in the contractual agreement and signed by both parties. No further obligation to compensate for damages shall apply, even where both loss or damage and additional costs have arisen for the customer or a third party.
11. screenFOOD AG shall not be liable for defects or damages that arise as a result of incorrect or careless handling of unsuitable consumables. In the event of the software or production being used in a manner that is not in conformity with the system, the customer shall no longer have any warranty entitlement and shall no longer be entitled to make warranty claims.  
screenFOOD AG shall under no circumstances be liable for consequential loss or damage such as lost earnings, loss of production or loss of data.
11. The place of jurisdiction is the City of Lucerne, Switzerland.

These General Terms and Conditions are brought to the customer's attention along with the offer for the work to be performed and the agreements on the specific production and become an integral part of the overall contractual agreement at the moment the order is placed.

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