

PARTICULAR CONDITIONS

VERSION 1.1 - VALID FROM 01. AUGUST 2008

hobex
PAYMENT SYSTEMS

PARTICULAR CONDITIONS FOR PROCESSING DEBIT CARDS: MAESTRO AND V PAY

Preamble

hobex AG, FN37265b, Josef-Brandstätter-Str. 2b, A-5020 Salzburg (hereinafter „**hobex**“), adopts on behalf and by order of **Deutsche Postbank AG**, Friedrich-Ebert-Allee 114-126, D-53113 Bonn (hereinafter „**Postbank**“) and as a technical service provided to **Contracting Company** (hereinafter „**CC**“) the obligation of Postbank to organise direct debit orders resulting from the proper use of debit cards within the scope of the direct debiting system and to collect the corresponding payments from banking institutes on behalf of Postbank and to forward them to Postbank. Postbank will not participate in acquisitions undertaken by CC or in transaction processing, which it has assigned to its technical service provider, hobex. hobex is authorised to offer a transaction processing service to CC and to conclude, change and amend contracts with CC. All obligations of hobex extending beyond this function are fulfilled by hobex on behalf and by order of Postbank. Any reference in the following conditions to rights or obligations of hobex (with the exception of transaction processing) shall be understood as a right or obligation on behalf of Postbank. CC is entitled to participate in the international Maestro / V PAY system in accordance with the stipulations of these conditions. Maestro / V PAY enable cashless payments at automated points of sale, so-called POS terminals. Maestro / V PAY cards issued by card-issuing companies shall be accepted at CC's POS terminals under the same conditions and prices as cash payments.

1. Terminology

Authorisation: notification sent by hobex to CC in response to an enquiry from CC and stating that a transaction involving a specific amount and a specific debit card is possible;

Authorisation code: a code issued by hobex in response to a query from CC to authorise transactions exceeding the limit set by hobex.

Calendar day: the days of the week from Monday to Sunday;

Card holder: the person in whose name a debit card is issued;

Credit card organisations: organisations such as Visa International, MasterCard Inc., Maestro International, that operate payment systems and grant licences to card-issuing companies and acquirers with regard to the debit cards included in this contract; card-issuing companies: the bank or company issuing a debit card;

Services: the provision of products and/or services by CC to be paid for using a debit card;

POS (Point of Sale) terminals: automatons supplied by hobex to enable the acceptance of debit cards by entering a secret code; service charge: consists of the disagio and the transaction charge;

Transaction submission: a request for payment sent to hobex by CC in the form of datasets submitted to hobex in accordance with the conditions of this contract;

Transaction processing: the technical processing of card-based payment transactions and related data communication.

2. Card payment / Obligation to pay

2.1. Payment at POS terminals requires the entry of a personal code (PIN) in addition to the card.

2.2. hobex undertakes to provide the technical processing for all sales paid for by debit card in accordance with the following conditions.

2.3. The CC's claim to receive payment from hobex arises when hobex receives the charge receipts or corresponding datasets. hobex will transfer the amount minus a service charge in accordance with item 4 to an account defined by CC.

2.4. hobex is entitled to demand CC to assign to hobex all claims against card holders arising from sales paid for with a card, and any claims against the company issuing the debit card and relating to the use of the card.

2.5. CC shall only accept card transactions for services and sales falling within the normal scope of his business operations and shall not accept card transactions for services that do not belong to its normal business operations, in particular for granting credit or other cash payments.

3. Authorisation / terminal operation

3.1. A card-issuing company granting positive authorisation of a transaction declares that it will pay the amount authorised via the POS terminal (Maestro / V PAY sale).

3.2. The preconditions for the authorisation of a transaction are:

3.2.1 that the secret personal code (PIN) is entered into the POS terminal approved by hobex in addition to the card.

3.2.2 that Maestro / V PAY sales are submitted to card-issuing companies abroad within 12 (twelve) calendar days.

3.3. CC must submit Maestro / V PAY sales to hobex for collection without delay to ensure compliance with these time periods.

3.4. Authorisation queries submitted by CC must include the data required by hobex and which CC is authorised to transfer in accordance with Austrian data protection law. hobex will provide CC with an authorisation code when authorisation for the transaction is approved.

3.5. hobex will receive the data relating to the approval request and/or transaction free of charge in the form of a complete dataset which hobex is able to process.

3.6. The form and cycle of data transfers are defined in the „Particular Conditions for Terminals and Network Operation“.

3.7. Maestro / V PAY transactions can only be processed electronically. It is therefore strictly prohibited to make sales transactions with these cards if the terminal is malfunctioning.

4. Service charge

4.1. A service charge applies to the operation of the Maestro / V PAY system and the approval of Maestro / V PAY sales through the authorisation systems of national and international card-issuing companies.

4.2. The service charge is defined in the „Card Payment Processing Contract“. These amounts can be offset against later payments to be made to the CC. CC will pay the due service charge to hobex on request if a deduction or offsetting against payments due to CC is not possible. The final amount identified on the card slip is decisive for calculating the service charge.

4.3. hobex is entitled to redefine the service charge semi-annually, for the first time 6 (six) months after conclusion of the contract. Total turnover, transaction quantity, average sale per transaction and other cost-relevant factors will be taken into account in hobex' discretion when redefining the service charge. CC can cancel the contract within 6 (six) weeks with immediate effect in the event of a service charge increase, whereby notification must arrive at hobex within that period. The increased service charge will not apply if CC cancels the contract.

5. Cancellation/Chargeback

5.1. If a Maestro / V PAY sale is rejected due to a lack of guarantee conditions and returned to hobex (chargeback) then hobex shall be entitled to debit the sale to CC during complaint processing.

5.2. CC is obliged to provide without delay, but at the latest within 10 (ten) days after receiving the request, any documents relating to the sale (copy of card slip, retailer's reports) to the employee appointed by hobex to process the complaint. If this time period is exceeded and the office appointed by hobex is unable to process the complaint as a result, hobex will irrevocably charge the objectionable amount back to CC without any claim of CC arising against hobex.

5.3. hobex is entitled to apply a processing charge of 40.00 EUR (in writing: forty Euros) for every chargeback made in relation to a cancellation or chargeback. hobex retains the right to claim higher expenses.

6. Contractual obligations of CC

6.1. CC is obliged to ensure secret personal codes (PIN) cannot be spied out when entered into the POS terminal.

6.2. CC must refrain from doing anything that may impair the security or proper functioning of the Maestro / V PAY system.

6.3. CC shall draw attention to the Maestro / V PAY system by prominently displaying the logo provided.

6.4. CC shall retain the journals of POS terminals pursuant to Clause 8 and provide the originals to hobex on request. Objections and other complaints of card holders concerning the contractual relationship with CC will be asserted directly against CC.

6.5. Additionally, CC is obliged:

6.5.1. to use sufficiently qualified personnel only and to observe the operating instructions provided by hobex,

6.5.2. to observe legal requirements including the regulations of the data protection act.

6.6. At hobex' request CC will allow an inspection of its business premises by either hobex in person or an appointed representative to enable hobex to verify compliance with the stipulations of this contract.

6.7. On principle CC is not entitled to appoint a third party to fulfil its obligations arising from this contract or to carry out debit card sales for third parties and to submit them via hobex unless hobex has granted its explicit consent in writing. Such third parties must explicitly adopt the obligations arising from this contract and CC must provide evidence thereof. CC will remain fully responsible for the fulfilment of the contract in every case.

6.8. hobex is entitled to retain the services of third-parties to secure collection.

7. Information obligations of CC, auditing

7.1. CC shall complete the master data on which this contract is based fully and truthfully. Changes must be reported immediately to hobex in writing, especially changes to the product range, sale or lease of the company or any other kind of change of ownership, changes to the company's legal form, change of address or change of bank connection.

7.2. CC shall provide the documents requested by hobex (e.g. extract from the company register, extract from the register of associations, business registration certificate, articles of association, annual accounts report) to enable verification of legal conformity and creditworthiness; documents in a language other than German or English must be provided as officially certified translations in German or English. CC shall provide any information relating to the organisation of his business operations requested by hobex.

8. Retention obligations

CC undertakes to retain all documents relating to payments made by electronic transfer and the associated business transactions for a minimum period of 18 (eighteen) months, unless other longer periods are required by law or this contract, calculated from the date on which the receipt was generated, and to make them available to hobex at any time.

9. Contract period

9.1. The contract comes into effect when signed by both CC and hobex. With regard to the conditions relating to the rights and obligations of Postbank, the contract is considered as concluded on behalf of Postbank when signed by hobex.

9.2. Except where otherwise stipulated this contract shall continue for a minimum of 12 (twelve)

months from the date it is signed and shall then be extended for an unlimited period. After expiry of the minimum duration the contract can be cancelled per the end of the calendar month by either party by sending a letter of cancellation by registered post under observation of a notice period of three months.

9.3. In the event one party should contravene any of the so-called major obligations of this contract the other party shall be entitled to cancel the contract per registered mail stating the reasons why and under observation of a notice period of 30 (thirty) days.

9.4. hobex is also entitled to cancel the contract if: 9.4.1. the sum of the amounts charged back and or taken over by hobex (chargebacks) in any calendar week exceeds one per cent (1%) of the value or the number of transactions submitted by CC for processing during the corresponding time period.;

9.4.2. CC repeatedly requests or obviously intends to repeatedly request the authorisation of transactions which hobex is not obliged to execute or if CC submits transactions without authorisation;

9.4.3. claims of hobex are at risk due to a decline in CC's creditworthiness or if CC files for bankruptcy.

9.5. The parties are aware that their cooperation requires coordination with the credit card organisations. hobex is entitled to cancel the contract due to an important reason if the coordination process reveals that the cooperation is not or is only partially implementable.

9.6. Either party is entitled to cancel the contract due to an important reason if the cooperation would only be implementable under conditions specified by the credit card organisations which one of the parties considers to be unreasonable. The same applies if implementation of the cooperation changes to an extent which one of the parties considers to be unreasonable on account of specifications, orders, changes to the articles of association or guidelines of a credit card organisation.

9.7. The parties will amicably search for a solution in the event of a change in law which renders one of the parties unable to provide the agreed services.

9.8. Notification of cancellation must be given by registered mail at the latest 30 (thirty) days after gaining knowledge of the circumstance that justify exceptional cancellation.

9.9. hobex can cancel this contract per registered letter to CC under observation of a notice period of 14 (fourteen) calendar days in the event of a significant and disadvantageous change to the rights of Postbank as a member of Visa or MasterCard that has a significant impact on hobex's ability to provide acquiring services such as those of this contract. hobex will inform CC of every significant and disadvantageous change immediately upon receipt of such information.

9.10. hobex can cancel this contract per registered letter to CC under observation of a notice period of 30 (thirty) calendar days (or a shorter period if so required by a credit card organisation) if (i) any credit card organisation expresses through whatever means the justified written opinion that this contract contravenes its guidelines or byelaws, or (ii) a credit card organisation or the financial market supervisory body or any other supervisory authority demands that hobex and/or Postbank cancel the contract for whatever reason. hobex assures that, to the best of its knowledge, no circumstances exist that could lead to a cancellation of this nature and that it will undertake whatever measures are necessary and required to reach a consensus with the parties concerned. Efforts should be made whenever possible in such a situation to maintain the contract in hand and to amend it as necessary.

9.11. The effects of cancelling or not extending the contract are as follows:

9.11.1. A cancellation does not exclude the right of the injured party to execute its rights and all legal means to which it is entitled pursuant to this contract and under current law.

9.11.2. All liabilities and obligations of each party arising from or relating to an act or omission or event before the date on which the contract expires or is cancelled will remain valid without change unless explicitly limited to the contract period.

10. Confidentiality

10.1. Each party acknowledges that the parties and their employees and representatives will or could receive or have access to information through the transactions provided for in the framework of this contract and the fulfilment of its conditions, or through the discussions and negotiations preceding this contract and the fulfilment of its conditions, which is confidential and legally protected for the other party. Each party agrees on its own behalf and on behalf of its employees and representatives that this contract and all such information shall be treated confidentially during the contract period and shall not be disclosed or used by the receiving party or its employees, partners or representatives for whatsoever purpose, unless provided for in this contract, except to the extent to which the other party has granted its explicit written consent to disclosure or use. All information passed on from one party to the other shall be treated in the same way the receiving party treats its own legally protected and confidential information.

10.2. There are no restrictions to Clause 10.1, unless such information (i) is known to the recipient or its representatives prior to receipt from the other party; (ii) is or becomes legally accessible through a different source without any infringement of an obligation to maintain confidentiality; (iii) must or should be disclosed to an administrative authority with responsibility for one of the parties or for another legal reason, but only on condition that the other party has been informed of the intended disclosure in as much detail as possible and the party intending to disclose cooperates with the other party's reasonable attempts to restrict or prevent disclosure; (iv) must be disclosed to a credit card organisation for legal reasons, or (v) to the extent that the other party has waived the obligation to maintain confidentiality in writing.

10.3. CC shall not release press information announcing the implementation of this contract or the transactions it is intended to provide for without having previously obtained consent from hobex.

11. Liability

11.1. In the event of a violation of contract by hobex and/or its vicarious agents hobex shall only be liable for compensation if the violation concerns major contractual obligations. hobex shall be liable to a maximum amount of 5,000 Euros (in writing: five thousand Euros) per claim for infringements against major contractual obligations and/or other legal obligations through negligence.

11.2. Any liability of hobex for consequential harm caused by a defect or for loss of earnings is excluded.

11.3. CC's claims will become time-barred at the latest one year after the date on which CC becomes aware of the damage and the circumstances from which a claim arises, and three years after the date of the damaging event regardless of any knowledge. Shorter legal periods of prescription remain unaffected.

12. Miscellaneous

12.1. All changes of and amendments to this contract including all its Clauses must be made in writing to be effective.

12.2. If individual stipulations of this contract are partially or completely legally invalid this shall not

affect the validity of the other stipulations. In this case the invalid stipulation shall be replaced by a valid stipulation that comes as close as possible to the effective purpose of the invalid stipulation.

12.3. hobex is entitled to change the particular conditions of this contract. Changes will be deemed as approved by CC unless it raises an objection in writing within 6 (six) weeks of having received notification by letter, fax or email. hobex will explicitly draw CC's attention to this detail in the event of such a notification. hobex can express an extraordinary cancellation of this contract prior to its scheduled expiry date under observation of a notice period of 6 (six) weeks for the purpose of changing the contract if such a change is deemed necessary after due consideration by hobex on account of the legal situation (including case law) regarding the formalities of credit card organisations, the current state of technology or objective market conditions and a continuation of the contract would be unreasonable for hobex.

12.4. Substantive Austrian law shall apply to all disputes relating to this contract. The applicability of conflict of laws rules of the Austrian International Private Law and the Uniform Law on the International Sale of Goods are explicitly excluded. The parties agree on the exclusive responsibility of the competent court in Salzburg (city).