

## Terms and Conditions of Business of URBAN BRAND RETAILING GmbH

Date: 23 June 2008

### 1. Scope

These terms and conditions of business apply to all advice, project management and other activities undertaken by URBAN BRAND RETAILING GmbH, Bassersdorf, Zurich (hereinafter referred to as URBAN BRAND RETAILING), for its clients, as specified at the time of concluding the contract.

Only these terms and conditions of business are applicable. If a contract is concluded and the client has his own terms and conditions of business, only those that are the same as URBAN's are applicable.

### 2. General content of the contract

#### a) Subject of the contract

The contract is for services agreed individually and to be carried out by URBAN BRAND RETAILING but is not a guarantee of particular commercial or other consequences. For this reason URBAN BRAND RETAILING cannot issue any statements in the form of guaranteed expectations, forecasts or recommendations.

#### b) Deadlines

Deadlines are normally general targets unless they have been expressly agreed as binding promises.

#### c) Obligations

Evaluations, opinions, presentations etc. are only binding when they have been legally signed. For other working results the obligation is to be similarly recorded in a written agreement to that effect. Interim reports and provisional working results expressly recorded as drafts or resulting from circumstances may differ substantially from the final result and are therefore not binding.

#### d) Power of substitution

The consultants may call on the assistance of suitable third parties.

#### e) Subsequent changes

Any subsequent changes to the specification and/or scope will mean an appropriate adjustment of the agreed fee.

### 3. The client's co-operation

Clients must give URBAN BRAND RETAILING well in advance any information and documents needed for the agreed services to be provided properly without a particular request having to be made. URBAN BRAND RETAILING may assume that the documents made available and the information and instructions provided are correct and complete.

#### **4. Confidentiality**

The parties undertake to keep secret any confidential information which they obtain as part of or in connection with the receipt or provision of services under the contract. Any information about facts, methods or knowledge not generally known or not in the public domain is regarded as confidential, with the exclusion of the disclosure of confidential information needed to safeguard a party's own justified interests provided that the third party concerned is subject to an equivalent obligation of secrecy. The obligation of secrecy survives beyond the end of the contract.

The above obligation does not prevent URBAN BRAND RETAILING from performing the same or similar mandates for other clients while maintaining confidentiality.

Any reference to the contractual relationship existing between the parties, in particular in advertising or as a testimonial, is only permitted with the agreement of both parties.

#### **5. Communications**

For their communications in handling the contract the parties may use electronic media such as telephone, fax and e-mail. If transmitted electronically, data may be intercepted, destroyed, manipulated or adversely affected in other ways or be lost for other reasons or arrive late or incomplete. Each party is therefore responsible for taking its own appropriate precautions to ensure fault-free transmission or receipt and to detect faults in content or technical faults.

#### **6. Data protection**

Data required to conduct business are processed and stored in strict compliance with current laws on data protection. All personal information is to be treated in confidence.

#### **7. Protective rights and rights of use**

All protective rights (intellectual property rights, in particular copyrights) to the documents, products or other working results produced under the contract and the know-how developed or used in this context belong exclusively to URBAN BRAND RETAILING, regardless of any collaboration between URBAN BRAND RETAILING and the client.

URBAN BRAND RETAILING grants the client concerned a non-exclusive and non-transferable right of use, for his own use only, for an unlimited period, to the documents, products and other working results made available to him, including the relevant know-how.

The transfer of documents, products and other working results or parts thereof and individual professional statements to third parties by the client is only permitted with the express written consent of URBAN BRAND RETAILING.

The client must refrain from changing any documents, in particular obligatory documents, made available to him by URBAN BRAND RETAILING. This also applies to products and other working results unless they are meant explicitly for further processing by the client.

All images, texts, downloads and other content on the website, in the company brochure and other URBAN BRAND RETAILING documents are protected by copyright and may not be used or reproduced without the consent of URBAN BRAND RETAILING.

## 8. Fees and expenses

Besides the agreed fee, URBAN BRAND RETAILING is entitled to reimbursement of any expenses and fees for third parties incurred.

Cost estimates are based on estimates of the extent of the work necessary and are made on the basis of the information given by the client. Therefore quotations are not binding on the final fee charged. Cost estimates and other fees and disbursements are exclusive of VAT.

URBAN BRAND RETAILING may require appropriate advances on fees and expenses and issue individual or regular interim accounts for work completed and expenses already paid. If an advance payment is requested or an interim invoice issued, further work may be made dependant on payment in full of the amounts claimed.

## 9. Liability

URBAN BRAND RETAILING is only liable for intentional or grossly negligent breach of its obligations.

## 10. Exclusion of liability for third-party links

If URBAN BRAND RETAILING refers with links on its website to the internet addresses of third parties, the following is applicable: URBAN BRAND RETAILING expressly declares that it has no influence whatsoever over the arrangement and content of these internet addresses of other providers and therefore no claims whatsoever against URBAN BRAND RETAILING may be derived from them. This applies to all listed links and the entire content of internet addresses to which the listed links refer.

## 11. Applicable law

**Swiss law** is applicable even if the client has his registered office or place of residence abroad and/or URBAN BRAND RETAILING's representatives provide services abroad.

If any provisions in these terms and conditions of business is or becomes invalid, this does not affect the validity of the contract and the remaining provisions of the terms and conditions of business. The invalid provision must be replaced by an arrangement coming as close as possible to the commercial purpose of the invalid provision.

## 12. Place of jurisdiction

**8303 Bassersdorf, Switzerland**, is the **exclusive place of jurisdiction** for any disputes arising from these terms and conditions of business or the contract.