

A. Scope of Contract

1. Applicability of Terms and Conditions

1.1 Any agreement/contract between Global Link AG and its Principals (clients) shall be concluded under these Terms and Conditions, with the exception of contracts in connection with rental service/items.

1.2 The present Terms and Conditions are an integral part of the customized contracts between Global Link AG and its Principals.

2. Quotations

2.1 Quotations issued by Global Link AG are, unless agreed otherwise in writing, binding within the time of 30 days as from the date on which the quotation was issued.

B. Fees and Conditions

3. Fees

3.1 All fees are quoted inclusive or exclusive of value added tax (VAT). If neither the quotation nor its confirmation contain any prices, the GlobalLink AG prices applicable at the day of performance shall apply, increased by levies, if any.

3.2 In case of rise or alternations of taxes or fees during the time of service provision, GlobalLink AG has reserved the rights to adjust corresponding prices.

3.3 If the fees are established depending on quantity/amount (e.g. minutes of transmission), an account is drawn up according to the fee details of the contract.

3.4 Packaging, forwarding and transport expenses as well as insurances are not included and will be charged.

3.5 Additional costs and expenses, which cannot be predicted or planned by GlobalLink AG, are separately charged to the account of the Principal, who shall be updated expeditious.

4. Terms of Payment

4.1 Payment to the GlobalLink AG has to be made without deductions within 30 days from date of invoice.

4.2 Further possible fees, payable by the Principal, also have to be paid within 30 days without deductions.

4.3 GlobalLink AG is authorized to demand payment upfront or in cash for services to be rendered if the Principal's financial situation makes this advisable.

4.4 Unless agreed otherwise, terms of payment for an assignment of CHF 50'000. -- or more are as follows:

- 1/3 of the total amount with the confirmation of the quotation

- 1/3 of the total amount at the beginning of the service fulfillment

- Rest of the total amount after the service completion

4.5 The above named dates of payment are dates of expiration.

5. Delay of Payment by Client

5.1 If the payment is not made until the end of the payment period, a late interest of 6% per year will be charged from the first day of default. Possible extra and collection expenses (also when caused by a third party), are charged to the account of the Principal.

5.2 If the Principal has not made the payment nor raised objection until the end of the payment period, GlobalLink AG is fully permitted to discontinue or refuse the provision of services without prior notice. GlobalLink AG is authorized to take all further necessary measures for the prevention of increasing damage and/or disprofit or to terminate the contract, effective immediately and without compensation. In this case the compensation is owed pro rata temporis.

5.3 The Principal is liable for payment of the debts in a complete manner. The Principal shall furthermore undertake to reimburse GlobalLink AG for costs and expenses incurred de facto through the default of payment.

C. Duties of Parties

6. Duties of GlobalLink AG

6.1 GlobalLink AG is committed to accomplish the agreed assignment and provision of services according to the state of technology at the time of the service fulfillment with reasonable care.

6.2 GlobalLink AG vouches for completion of the contractual provision in due time and with reasonable care.

6.3 Within the agreed dates and time of production, the production facility, the means of production and the personnel of GlobalLink AG are only at the Principal's disposal.

6.4 GlobalLink AG is authorized, at its own expense and responsibility, to bring in partners or third parties for the service provision.

6.5 GlobalLink AG guarantees, that the music and backgroundmusic agreed on in the contract or independently chosen by GlobalLink AG for the production, does not infringe upon the rights of composers,

musicians and others, and will not cause any additional expenses for the Principal.

7. Duties of Principals

- 7.1 The Principal shall examine the production/service within 10 days after handover. Objections shall be made and substantiated to GlobalLink AG in writing within the same period.
- 7.2 Furthermore, the Principal is bound to immediately notify GlobalLink AG about deficiencies, also during the production and service fulfillment.
- 7.3 If the Principal does not examine the production/service, or does not submit a notification of defects, substantiated and in writing, to the GlobalLink AG, during or after the fulfillment of production, within the 10-day period stipulated, the production is presumed to be approved and accepted without any reservation.
- 7.4 The Principal is fully accountable for the security of material and personnel of the GlobalLink AG, as well as for the production facilities and, has to make all necessary dispositions.
- 7.5 The Principal is fully accountable for the content and the legitimacy of the production.
- 7.6 The Principal shall provide, by request, the necessary information, data and documentation for GlobalLink AG.
- 7.7 If, by request of the Principal, certain compositions are used, which are not included in the quotation or part of the production, the Principal is fully accountable for not infringing upon the rights of composers, musicians and others. Possible additional costs are charged to the account of the Principal.

8. Limits of Contractual Obligations

- 8.1 GlobalLink AG is not obliged to provide these particular services:
 - Repair of damages due to actions of nature beyond control
 - Repair of damages caused by improper handling and interferences of third parties
- 8.2 GlobalLink AG can bear the expenses for the before named damages. In this regard, GlobalLink AG shall issue a new quotation and a separate contract will be concluded.

E. Warranty

9. On the Part of GlobalLink AG

- 9.1 GlobalLink AG assures that, in case of detection of defects, the Principal is eligible for rectification or price reduction. Whether rectification or price reduction are

warranted shall be for the GlobalLink AG to decide.

10. On the Part of the Principal

- 10.1 The Principal warrants, at any time, the security of material and personnel of the GlobalLink AG, as well as the security for the production facilities and, guarantees the compliance with the statutory provisions and the general safety standards.
- 10.2 The Principal guarantees that the accomplishment of the assignment complies with legal requirements and protects the rights of third parties. Furthermore, the Principal affirms to own the rights for all material put at the disposal of GlobalLink AG and, to possess the necessary authorization for the production. In the event of a breach of contract, the Principal is exclusively liable and guarantees that GlobalLink AG will be exempt from any third party claims, including legal costs.

11. Limits of Warranty

- 11.1 The warranty on the part of GlobalLink AG does not cover the negligence of the Principal.
- 11.2 GlobalLink AG can, by no means, be liable, if occasioned by one or more of the following circumstances:
 - If damages are caused by the Principal or his authorized representatives, or if damages occur due to defects of provided material or the Principal's instruction;
 - If damages are caused by personnel put to the disposal of GlobalLink AG by the Principal;
 - If installations, repairs and manipulation of equipment were not conducted by GlobalLink AG;
 - If the equipment used does not comply with the guidelines of GlobalLink AG and, was used or replaced without knowledge or authorization of GlobalLink AG;
 - Any other case, for which the Principal is responsible/liable for.
- 11.3 If the Principal maintains the contrary, he bears the full burden of proof in all those cases and is responsible for all costs associated with the analysis and remedy of defects.

F. Contract Period

12. Start and Term of Contract

- 12.1 The contract becomes effective with the written confirmation of the assignment of the Principal, unless otherwise agreed in confirmation or contract.

12.2 The duration of the contract conforms to the individual agreements.

13. Precocious Cancellation of Contract

13.1 If the Principal disregards the contractual provisions or, if the security of the personnel, the material or the production facility are not warranted, GlobalLink AG can cancel the contract at any time. Likewise, if the Principal does not or not in due time meet his financial obligations or, if he becomes insolvent or bankrupt. In this case the compensation is owed pro rata temporis. GlobalLink reserves the right to claim compensation of damages.

14. Annulment

14.1 In case of annulment of the assignment the Principal owes GlobalLink AG remuneration according to the agreement/contract and the following terms:

- If annulled 72 hours before the departure of GlobalLink AG, all accrued expenses (e.g. clarifications, planning, preparations) plus 25% of the agreed fee;
- If annulled 24 hours before the departure of GlobalLink AG, all accrued expenses (e.g. clarifications, planning, preparations) plus 50% of the agreed fee;
- If annulled 12 hours before the departure of GlobalLink AG, all accrued expenses (e.g. clarifications, planning, preparations) plus 75% of the agreed fee;
- If annulled after the departure of GlobalLink AG, the entire sum (100%).

14.2 GlobalLink AG reserves the right to request payment in case of further possible losses.

G. Property Rights and Other Rights

15. Rights on the Part of GlobalLink AG

15.1 All rights, such as property rights, copyrights, patent rights and trademark rights, over all production materials (incl. accessories), over all used programmes and parts of programmes as well as over the production itself (video and audio) are fully and exclusively reserved to GlobalLink AG.

16. Conveyance of Rights

16.1 The right of property over the production (video and audio) is not conferred to the Principal until both parties have fulfilled the contract and particularly not until the Principal has paid the entire sum agreed on in the contract.

H. Confidential Data and Documents

17. Confidentiality

17.1 The parties to the contract keep all contractual facts and agreements (i.e. general information, data, images etc.), which are not officially and publicly accessible, in confidence. In doubt, documents shall be kept strictly confidential.

17.2 When handling data GlobalLink AG abides by the effective law; in particular by the Data Protection Act. GlobalLink AG shall only collect, store and process data, which is necessary for the provision of the service.

17.3 The obligation to maintain confidentiality is effective as from the beginning of the contract negotiations and stays in effect also after the completion of the contractual relationship.

17.4 In the event of a breach of confidentiality, the parties are liable to an equal extent for the transgressions of employees, involved third parties, or themselves.

I. Liability

18. Liability on the Part of GlobalLink AG

18.1 GlobalLink AG is liable for the accomplishment of the assignment according to the contract.

18.2 GlobalLink AG is exclusively liable for property damage caused by personal negligence during the execution of the contractual service. Liability for slight negligence is excluded.

18.3 In any case, the liability of GlobalLink AG per event causing damage, is limited to the equivalent amount of the work performed.

18.4 GlobalLink AG is liable to an equal extent for the transgressions of employees, involved third parties, or themselves.

19. Liability on the Part of the Principal

19.1 If GlobalLink AG notices that the Principal disregards the contractual provisions on the security of the personnel, the material or the production facility, GlobalLink AG can cancel or refuse to fulfill the contract at any time. In this case, GlobalLink AG is freed of the duties towards the Principal. The Principal has to pay the owed amount to GlobalLink AG in complete manner according to the contract.

19.2 The Principal is liable to an equal extent for the transgressions of employees, involved third parties, or himself.

20. Exclusion of Liability

20.1 GlobalLink can not be held responsible for:
- Damage to persons;

- Indirect consequential damage/loss, such as loss of profit, unrealized reduction of cost, consequential harm caused by a defect, loss of earnings, or third party damages as well as damages caused by parties called in by the Principal;

- Damages caused by incompetent persons or by the utilization of material or products, which were not approved by GlobalLink AG;

- Possible loss of data.

20.2 If the service fulfillment is, despite carefulness, made impossible due to acts of nature beyond control, strike, unexpected official restrictions, electrical power outage, or the like, GlobalLink AG cannot be held responsible and is freed of the duties towards the Principal. GlobalLink AG is authorized to still fulfill the service/contract and to postpone, according to the agreement with the Principal, the appointed date of the fulfillment without any liability. All accrued expenses of GlobalLink AG shall be remunerated by the Principal.

provision by an effective, economically equal provision. This applies also for when the present terms and conditions are incomplete.

24. Jurisdiction and Applicable Law

24.1 These Terms and Conditions are governed and will be interpreted in accordance with Swiss courts. Place of jurisdiction for subject and local matter is the court at the place of business of GlobalLink AG.

Lyss, in June 2008

J. Final Provisions

21. Conveyance of Rights and Duties concerning the Contract

21.1 The Principal must not confer any rights or duties to third parties without prior agreement with GlobalLink AG.

21.2 GlobalLink AG is authorized to confer the rights and duties of the contract to other parties, provided that GlobalLink AG controls their processes directly and indirectly.

21.3 The present Terms and Conditions apply to all parties to the contract as well as for all following legal successors without consideration of the reason for the conveyance.

22. Amendment

22.1 All agreements not complying with the general terms and conditions as well as all individual agreements between the parties need to be in written form in order to be valid.

23. Severability/Salvatorius Clause

23.1 If any provisions of these terms and conditions shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. In this case, the parties to the contract shall reach an agreement, replacing the respective