

General Terms and Conditions of LUCID business communications GmbH, Bottmingen (Switzerland)

All services commissioned to LUCID are subject to the following Terms and Conditions, except as otherwise agreed upon in writing:

1. The **subject matter of the contract** is defined by:
 - a. the client's written confirmation of the commission
 - b. LUCID's calculation of costs as presented in its offer
 - c. LUCID's written offer
 - d. the present General Terms and Conditionsand that in the above sequence.
2. **Amendments and Modifications** of the subject matter of the contract have to be made in writing. Generally, such changes are being notified by LUCID. The client has the right to reject the proposed changes within 10 days since reception, otherwise they are considered as having been accepted.
3. Communications by e-mail or by fax are considered valid forms of **writing**.
4. The presentation - upon explicit request of the client - of an elaborated concept as **offer**, is considered a separate commission with costs which will be confirmed by LUCID in advance in writing.
5. LUCID shall provide its **services** to the best of its knowledge and in all conscience and shall keep the client informed in detail about the progress by submitting - as a general rule - monthly reports.
6. LUCID has the right to assign parts of its commission to carefully selected and supervised **third parties**. Such external work is evidenced in LUCID's calculation of costs. In case of the client dictating the third party, he assumes himself the responsibility for the orderly execution of the commissioned work as well as for a possible overrun of costs as compared with the amount budgeted in LUCID's calculation of costs.
7. The client undertakes to promptly make available to LUCID all pertinent **documentation and information** and to keep them updated.
8. The client remains **responsible** for the appropriate usability of his documentation and information, in particular regarding trademarks, patents, models and other copyright and competition law issues, including logos etc. LUCID has no obligation to verify or examine intellectual property rights or any other legal questions pertaining to the client.
9. LUCID shall submit to the client for **approval** all communications prepared. The client shall respond in due time and assumes the responsibility for the accuracy of the content.
10. The **intellectual property rights** for the works created by LUCID remain with LUCID, except as otherwise agreed upon in writing. This refers in particular to the copyrights for texts, images or any other kind of works created, irrespective whether they were created by LUCID or by a third party commissioned by LUCID.
11. A **flat fee** specified in LUCID's calculation of costs for its own services is considered earned by LUCID with the completion of its services. For services to be rendered over a period of several months, LUCID is entitled to submit monthly requests for partial payments as well as for reimbursement of expenses incurred. The sum of partial payments should not exceed 80% of the total flat fee.
12. The **hourly fee** indicated in LUCID's calculation of costs is applicable to services rendered in addition to the services initially offered, except where a flat fee has been agreed upon for such additional services too. Additional services must have been confirmed in advance as per paragraph 2 here above.
13. The **costs for services rendered by third parties**, as indicated in LUCID's calculation of costs, are to be considered best estimates. Therefore, an overrun of such costs up to 10 % is acceptable to the client. Additional overruns require the client's prior approval.
14. Possible **travel costs** (transportation and accommodation) require documented evidence in order to be reimbursed. Moreover, LUCID is entitled to a day rate of CHF 150.00 per person and travel day.
15. LUCID's **invoices** are payable within 30 days from reception.
16. Swiss law applies, in particular the rules contained in the Swiss Code of Obligations.
17. The parties submit to the **exclusive jurisdiction** of the Court of **Arlesheim** (Switzerland), under reserve of appeal up to the Swiss Federal Court in Lausanne.