

GfK d.o.o. , Takovska 42, Belgrade, 01. 12. 2005.

Pursuant to the provisions of Article 18 of the Decision on Amendments and Supplements of the Founding Decision of "GfK" dated March 22, 2005 and the Decision on appointment of Manager and Vice Manager of "GfK" d.o.o. Belgrade, dated March 22, 2005, the Deputy Director of "GfK" d.o.o. Belgrade has passed on December 1, 2005 the following:

General Terms and Conditions of Operating of „GfK“ d.o.o. Belgrade

Article 1.

General Terms and Conditions as integral part of the offer and contract

- (1) These General Terms and Conditions (GTC) shall form an integral component of all offers and contracts concluded between GfK d.o.o. Belgrade (hereinafter: Supplier) and principal (hereinafter: Client).
- (2) The Supplier shall provide its services to the Client exclusively based on the GTC even if the Client has its own general terms and conditions which can and may not expressly oppose the GTC.
- (3) Any deviation from GTC must be mentioned in the Contract in each respective case.

Article 2.

Area of Activity

- (1) The Supplier shall provide its research and consultancy services in accordance with the recognized regulations for the profession of market and public opinion research.

Article 3.

Conclusion of Contract

- (1) Providing of services is preceded by signed Contract with the Client.
- (2) The Contract is concluded upon acceptance of the proposal submitted to the Client by the Supplier.
- (3) The statement on acceptance of offer must be made in writing.
- (4) The Client must confirm acceptance of the proposal by signing the proposal in an e-mail message, "Confirmation of Order" or contract prepared for the specific situation.

Article 4.

The Proposal

- (1) The Supplier submits a proposal to the Client in principal in the form of a survey proposal stating the objective, the services required to achieve it, the time required for the survey and the fee to be charged.
- (2) The Client receives the survey proposal for the sole purpose of making a decision about purchasing the survey offered. Unless agreed otherwise, its content may be published or passed on to third parties in whole or in part only by mutual agreement.

Article 5.

Survey Fees

- (1) The fee quoted as compensation to the Supplier, in the survey proposal, covers all the services provided by the Supplier in connection with the implementation of the work outlined in the survey proposal. The Supplier may charge an additional fee for services required by the Client beyond the scope of the proposal.
- (2) Additional costs which are not the responsibility of either the Supplier or the Client and additional costs which despite all due care could not be foreseen when the order was placed may be charged separately by the Supplier.
- (3) Changes to the scope of the order after the contract has been signed required the express, written approval of both parties.
- (4) The survey fees are used to finance the respective survey and therefore pre-payment is necessary. Fees of up to EURO 5,000.-- fall due when commission is placed. Where the fee exceeds EURO 5,000.--, part of the fee of 50% becomes due when the commission is placed, and further 50% when the survey report is delivered.
- (5) The value added tax (VAT) is added to the fee referred to under point 4 here above pursuant to the statutory regulations, unless the conduction of the survey is liable to a fact which liberates from VAT.
- (6) All fees are gross fees i.e. payable without deduction on receipt of invoice. All payments shall be due within a period of 10 days following receipt of invoice, unless foreseen differently by the contract.
- (7) Supplier shall be entitled to avail itself of the right of retention up until the time of counter-performance.
- (8) The Client acknowledges that Supplier performs its services within the framework of what is legally permissible only. Should the legal situation change during the period of providing the services, the Supplier and the Client shall be entitled to claim a fee increase, namely, reduction in accordance with the changed situation.

Article 6.

Exclusiveness

- (1) The Supplier cannot guarantee the exclusiveness of certain product fields, objects surveys or survey methods unless this is expressly agreed.
- (2) Where exclusiveness is agreed, its duration and the additional fee to be charged must be laid down.

Article 7.

Limited use of survey results

- (1) The Client receives the survey reports for his own use exclusively. Unless agreed otherwise, their content may be published or passed on to third parties in part or in whole only by mutual agreement. Nor may they be reproduced, printed or stored, processed or disseminated in information and documentation systems of any kind for this purpose.
- (2) If the Client wishes to quote parts or all of a survey reports he must make it clear that it is a quote and name the Supplier as the author of the report.
- (3) Unless agreed otherwise in writing, the results of the survey are entirely at the client's disposal.
- (4) The Client shall not be liable for the damage resulting from illegal or incorrect use of the results provided by the Supplier.
- (5) If the Client cedes, hands over, reports or in any other way make available to a third party data received from the Supplier without authorization and without permission, it shall be liable to the Supplier for liquidated damages of 50% of the basic price of services in each individual case. This does not affect the right of the Supplier to seek compensation for suffered damages.

Article 8.

Rights of Ownership and Copyrights

- (1) The Supplier shall retain all copyrights and similar rights to which he is entitled according to the Law.
- (2) The Supplier retains ownership of the materials used for the implementation of the order -data carriers of all forms, questionnaires, other written documents etc. This does not affect the copyright on documentation drawn up by the Client.

Article 9.

Survey Documentation

- (1) The Client's cooperation in the survey, his inspection of the implementation and results of the survey require a separate agreement. The Supplier is obliged to preserve the anonymity of the interviewers or test persons. Any additional costs incurred by this must be borne by the Client.
- (2) Unless expressly agreed otherwise, the Supplier undertakes to keep the survey documentation for the period of one year and the data carriers for the period of two years following the delivery of the survey report.

Article 10.

Confidentiality

- (1) The Supplier undertakes to treat all information as strictly confidential and to use it exclusively for the implementation of the order.

Article 11.

Guarantees and Liability

- (1) Where not agreed otherwise below, the Supplier's guarantee and liability are governed by statutory regulations.
- (2) If delivery is delayed deliberately or due to gross Supplier's negligence and the Client wishes to claim rights based on the fact that the partial delivery made is of no use to him, then he must prove that it is of no use to him.
- (3) The Supplier shall not be liable for damage that he could not foresee and the consequences of which could not be avoided or eliminated. The Supplier is also not liable for damages made within the domain and risk sphere of the Client's operation, if the Client is a legal entity performing a business activity.
- (4) The Supplier shall not be liable for minor negligence. This remains true when his behaviour also represents an unlawful act. The exclusion of liability does not refer to duties which are essential for achieving the aim of the contract, the fulfilment of which the Client must be able to rely on, nor to damage to life, body or health.
- (5) If the delivery of the survey reports/survey results cannot be made punctually or if test material is damaged or lost the client may set an appropriate extension period for the performance or subsequent fulfilment of the Contract. After that, the provisions of the law apply.
- (6) The Supplier is not liable for the consequences of delayed delivery or of the loss of or damage to test material where the delay or loss or damage is the result of circumstances which are:
 1. outside the operational sphere of the Supplier, in particular are in the sphere of the Client, are caused by the Supplier on a non-culpable basis, by natural catastrophes or other cases of force majeure, official acts or labour disputes.
 2. within the operational sphere of the Supplier but for which he is not responsible in particular where operations are disturbed by force majeure, official actions or labour disputes.
- (7) The provisions of point 6 here above do not affect the Client's right to withdraw from the Contract in accordance with the provisions of the law.
- (8) The amount of liability on the part of the Supplier for deficiencies attributable to Supplier shall be limited to the total sum of the negotiated fee for each individual order.
- (9) Supplier shall undertake to perform its services with due diligence of a prudent businessman. Liability for merely slight negligence shall be precluded by mutual accord.
- (10) The Supplier is not liable for failure to meet its liabilities if the same were known at the moment the Contract is entered or at the moment of delivery of survey results to the Client, or the same could not have been known to him. The Client is obliged to examine in the usual manner the survey report or other form of fulfilment of Supplier's obligation, delivered by the Supplier, whenever possible according to usual order of things, and notify the Supplier on visible deficiencies without any delay, otherwise the Client shall lose the rights provided on this basis. If at Supplier's demand to examine performed work the Client fails to do this without just cause, the work shall be deemed accepted. If the received fulfilment of obligation avails of a deficiency that could not have been discovered on usual examination at takeover (hidden deficiency) the Client is obliged, under threat of loss of entitlement, to notify the Supplier accordingly within one month from the date of discovering the deficiency.
- (11) The Supplier must remedy all deficiencies either by correcting or by replacing them. The Client shall only be entitled to demand cancellation of contract or reduction in price if Supplier either refuses in writing without substantiation to effect correction or if a third attempt at correction is unsuccessful.

Article 12.

Liability of the Client on Testing the Product

- (1) The Client is liable for all damage caused by any defect in the product to be tested. The Client indemnifies the Supplier against any claims made on the basis of such defects against the Supplier or his employees.
- (2) The Client is responsible for ensuring that all necessary chemical, medical, pharmaceutical and other tests/inspections/analyses on the test product are carried out. He is responsible for ensuring that the product is suitable for the test and where investigation was necessary and was made, that there was no indication that the product could cause any damage whatsoever.
- (3) The Client is responsible for ensuring that the Supplier is provided with all the information prescribed by the Law or by orders and/or necessary for the use of the product so that it can be passed on to the participants in the test.

Article 13.

Basic Research

- (1) The Supplier is entitled to use the scientific and methodological knowledge gained from the survey for his basic research. Any publications made may contain neither the name or the client nor any indications of the name or business of the Client or of his legal and business circumstances.

Article 14.

Written Form, Supplements and Amendments of the Agreement

- (1) All agreements which deviate from these conditions must be drawn up in writing.

Article 15.

Escape Clause

- (1) If Client decides not to continue with the project (order) upon entering the Contract, it would be charged according to the following rules:
 1. from commissioning to seven days before the fieldwork - 40% of the total sum stated in proposal.
 2. six and less days before the fieldwork - 70% of the total sum stated in proposal.
 3. during the fieldwork: 90% of the total sum
 4. after the fieldwork 100%.
- (2) In case of advance payments, those would be included in total financial obligation if client decides to withdraw.

Article 16.

Amendment of Invalid Clauses

- (1) Should any individual clauses be or become invalid, this does not affect the validity of the remaining clauses
- (2) Invalid clauses shall be replaced by clauses that have, as far as possible, the same commercial effect as intended by the invalid clause.

Article 17.

GTC Effectiveness

- (1) These GTC shall become effective on the eighth day after they were published.

DEPUTY DIRECTOR
Marijana Agic-Molnar