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Management Control and Profit and Loss Transfer Agreement

§ 1 Control

(1) The X HandelsGmbH (“XGmbH”) hereby submits to the management control of the Artemis AG (“Artemis”). Artemis is authorised to provide the directors of XGmbH with instructions on the management of the business.

(2) Instructions shall only be given through the Chief Executive Officer of Artemis.

§ 2 Transfer of Profits

(1) XGmbH hereby agrees during the term of this agreement to transfer to Artemis its entire profit. Profit shall be the annual surplus (disregarding the transfer obligation hereunder) less any losses carried forward from the previous year and less any reserve amounts that shall have been created as a result of statutory provisions or of XGmbH´s articles of association.

(2) GmbH reserves its right to create profit reserves as economically feasible and permitted by the Austrian Code of Commerce. Upon demand of Artemis, such reserves shall be released.

§ 3 Assumption of Losses

Artemis agrees to compensate GmbH for all losses accrued during the therm of this Agreement that cannot be covered through release of the profit reserves according to § 2 (2) above.

§ 4 Preparation and Adoption of Annual Report

(1) The annual report of GmbH shall be prepared and adopted prior to the annual report of Artemis AG.

(2) The financial results of XGmbH to be assumed by Artemis AG shall be reflected in AG´s annual report for the fiscal year that shall end simultaneously with or after the fiscal year of GmbH.

§ 5 Duration of Agreement; Condition for Validity

(1) Except for the right of direction according to § 1 above, this Agreement shall come into force and effect as at the start of the current fiscal year of XGmbH.

(2) Notwithstanding the right to termination for good cause, this Agreement shall remain effective until … and thereafter be extended for a further period of … years unless terminated in writing before the start date of its final year.

(3) The full or partial sale of the shares of AG in GmbH causing the loss of the majority of voting rights in the shareholders´ meeting for AG shall be regarded as good cause for termination.

(4) This Agreement shall come into full force and affect upon approval of all shareholders of XGmbH and the shareholders´ meeting of Artemis AG.

§ 6 Final Provision

This Agreement reflects the final agreement of the Parties on the terms and conditions specified herein. There are no collateral agreements, whether oral oder written.

§ 7 Amendments and Additions

No amendments and additions to this Agreement shall be effective unless the same shall be in writing in a uniform document signed by the contracting Parties unless a notaries certification is required. This formal requirement shall also apply if the requirement of a written document is departed from.

§ 8 Partial Invalidity

If any one or more of the provisions of this Agreement should be invalid or ineffective or become ineffective due to later circumstances or if both Parties mutually agree that there is a loophole in the Agreement, the validity of the remaining provisions shall not be affected thereby. The contracting Parties agree that in such a case the Agreement shall be supplemented by valid provisions corresponding to the legal and economic purpose of the invalid or incomplete provisions of the Agreement.

§ 9 Governing Law

This Agreement shall be governed exclusively by the substantive law of the Republic of Austria excluding any conflict of law provisions. This shall also apply to the issue of the conclusion of this Agreement as well as to the legal consequences of its after-effect.

§ 10 Arbitration

The Parties shall endeavour to amicably settle any disputes arising out of or in connection with the performance of this Agreement. If an amicable settlement cannot be reached, the contracting Parties shall submit all disputes arising out of or in connection with the present Agreement or its validity and also the validity of this arbitration clause to an arbitration tribunal consisting of one or a plurality of arbitrators in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce, ousting the jurisdiction of the courts. The German language shall be used in the arbitral proceedings. The place of arbitration shall be …

Summary proceedings shall expressly be excluded from this arbitration clause and shall be reserved to the courts of law.

§ 11 Counterparts

This agreement shall be executed in two counterparts in German and shall be legally binding exclusively in the German version.

Place, date