

## Equity Investment Offer, Project Name „BonnyCom“

### Company

The company is an integrated provider of telecommunication and information technology (ICT) that has been active in the market since 2006.

The company's business operations are concentrated on the marketing of broadband Internet access using DSL and appropriate value-added services in the ICT infrastructure area. As well as telephony, this includes a range of network-based telephone systems, MPLS / VPN branch networking and the outsourcing of IT infrastructures, particularly cloud services in this case.

The company markets all products and services autonomously on the basis of an in-house technology infrastructure. In the DSL area the company markets an in-house xDSL aggregation platform, and in the Voice segment it markets one of the first fully implemented SIP-based Voice Class V platforms.

The company also markets a Microsoft Hosted Messaging & Collaboration (HMC) platform and is therefore in a position to provide virtualized high-availability workplace and server environments using a highly scalable vmware ESX environment.

### Proposal

The company is planning to extend its customer base by marketing a range of services, particularly to SOHO customers, small and medium sized businesses and major business customers. The marketing includes access using symmetrical connection variants and the marketing of various products and services based upon this, such as outsourcing telephone systems or entire workplace environments (infrastructure services) in the provider network.

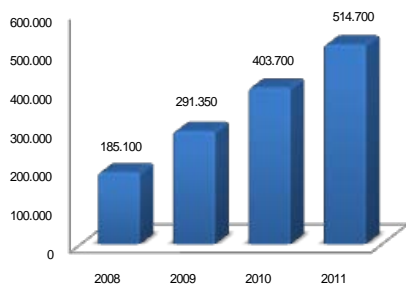
A moderate amount of initial marketing has taken place over the last two years, which mainly served to set up the structures for ordering, activation and fault clearance, as well as the commercial area. The investments that are now planned will help to increase the amount of marketing by means of sales, advertising and PR work, and also adapting existing structures from a technical and commercial point of view, particularly for processing increasing numbers of order entries.

### Market volume

According to market studies, companies will outsource at least 20% of the ICT tasks that were originally in-house to cloud computing by 2013. According to an IDC survey, the worldwide expenditure on cloud services will triple to 42 billion dollars by 2012. This amount corresponds to 10% of the total expenditure on IT. The Gartner market research organization predicts a global market volume of 9.6 billion US dollars for software-as-a-service solutions in 2009. Gartner also forecasts continuous market growth in the years that follow, reaching 16 billion US dollars in 2013. There will be a particular requirement for more streamlined alternatives, particularly because of the current financial situation and the resulting smaller budgets.

The market for symmetrical DSL variants (SHDSL) is experiencing a considerable amount of vitalization in the B2B segment because of the extensive expansion of cloud computing services and the decline in the number of leased lines in the narrowband segment.

The marketing of SHDSL as a stable, overload-free and adequately dimensioned access product opens up a wide range of marketing opportunities for the company, particularly for the services that are provided in the product portfolio (cloud computing, IP telephony, branch networking, security, firewalls, monitoring, etc.).



According to studies, the market potential for broadband symmetrical connections in Germany will experience constant growth by at least 100,000 lines per annum in 2010 and 2011. Additional markets can also be acquired with the introduction of the SHDSL.bis standard, which allows bandwidths of up to 22.8 Mbit/s.

### Development of symmetrical DSL connections in Germany up to 2011

#### Investment requirements

According to current information, an investment of around € 3.5 million is required. This is primarily needed for additional marketing and PR work, personnel, sales (including foreign sales) and order processing, as well as one-off investments in hardware and programming. The plan is to speed up development by making a short-term stimulus investment of €380,000.

Changes to the internal company infrastructure are needed for processing increasing numbers of contracts and incoming orders. This involves both the technical infrastructure in areas such as switching technology, network connections, etc. and the commercial infrastructure in areas such as office space, administration, workplace equipment and mobility.

With regard to customer and contract administration, provisioning/controlling, billing, etc., the implementation of specially tailored ERP software is planned. In this case the plan is to automate essential processes, particularly those that are HR-intensive, in order to increase the company's earning power.

Funds will also be required for programming automated program interfaces for communicating with upstream providers. The interfaces will be continuously expanded within the scope of internal ERP.

#### Anticipated sales and return

The plan is to build up of a portfolio of run-time agreements in the access, voice and Cloud services areas in a purposeful and intensive way. The planned sales growth from sales activities in Germany is as follows: €2.1 million in year 1, €6.9 million in year 2, €14.3 million in year 3 and €23.2 million in year 4, with a planned EBT of €4.61 million (approximately 20%) in year 4. An EBT of €3.87 million is anticipated from German activities over the entire planning period. Return from foreign activities is supplementary to this. This also depends on how the investor supports foreign business and helps to shape it.

The majority of the cloud service and IP telephony marketing should take place via complete packages and bundles. Marketing these services in the form of established standard products should provide as much market penetration as possible. The aim is to achieve net sales of about €992,000 in the first year. The plan is to achieve a sales volume of approximately 12.48 million after 4 years.

As far as access marketing in Germany is concerned, sales of approximately €1.12 million are anticipated in the first year of planning. A sales volume of €10.72 million should be achieved in this area after 4 years. The plan is to invest in marketing to make customers aware of cloud services and increase the number of customers using these services and appropriate value-added services, with the aim of making the company a leading B2B provider in the years to come.

**Verschwiegenheits- und  
Urheberrechtsschutzvereinbarung**

zwischen

**CEO advise GmbH**  
Kanalstrasse 45  
72631 Aichtal

- im nachfolgenden „CEO advise“ genannt -

und (Stempel)

**Non-Disclosure and  
Copyright Protection Agreement**

between

**CEO advise GmbH**  
Kanalstrasse 45  
72631 Aichtal, Germany

- hereafter called "CEO advise " -

and (stamp)

- im nachfolgenden „Interessent“ genannt -

- hereafter called the " Interested Party" -

**Präambel**

Die CEO advise GmbH mit Sitz in Aichtal berät den Verkäufer einer Beteiligung mit dem Projektnamen „BonnyCom“ bei der Suche und Auswahl eines Investors.

Zur Erfüllung dieser Aufgaben erhält CEO advise regelmäßig von seinem Auftraggeber Informationen, Firmendokumente, Unterlagen usw., die streng vertraulichen Charakter haben und einer maximal denkbaren Geheimhaltungsstufe unterliegen. Ferner erstellt CEO advise in der Regel ein Unternehmensexposé, dessen Inhalt ebenfalls streng vertraulich ist.

Die – wegen der Natur der Sache notwendige – Weitergabe dieser vertraulichen Unterlagen und Informationen an Interessenten kann nur unter der Voraussetzung erfolgen, dass der Interessent eine entsprechende Verpflichtung zur äußerst vertraulichen Behandlung dieser Unterlagen und Informationen übernimmt. Vor diesem Hintergrund schließen die Parteien folgende Vereinbarung:

**Recitals**

CEO advise GmbH with headquarters in Aichtal, Germany advises the vender of an equity investment under the project name "BonnyCom" in the search and selection of an investor.

In order to fulfill these tasks, CEO advise regularly receives from the client information, corporate documents, files and so forth of a strictly confidential nature that are subject to the maximum imaginable level of security classification and protection. Furthermore, CEO advise produces usually a company exposé whose content is also strictly confidential.

In the nature of things necessary, the passing of those confidential data and information to interested parties can only be made on the condition that the Interested Party accept obligation to handle the data and information strictly confidential. For this reason the parties have entered into the following agreement:

**§ 1**  
**Geheimhaltungsverpflichtung**

Der Interessent verpflichtet sich sowohl im Verhältnis zu dem Auftraggeber von CEO advise als auch zu CEO advise selbst zur Einhaltung folgender Geheimhaltungspflicht:

Alle von CEO advise (oder dem Auftraggeber von CEO advise) übermittelten Informationen, Firmenunterlagen - insbesondere der Firmenname - Dokumente oder sonst wie durch CEO advise oder den Auftraggeber bekannt werdende Vorgänge – gleich welcher Art – werden äußerst vertraulich behandelt und nicht an Dritte weitergegeben. Der Interessent wird auch allen Mitarbeitern, die mit den genannten Informationen, Unterlagen usw. in Berührung kommen und kommen können, die gleiche Verpflichtung zur Geheimhaltung auferlegen. Ausgenommen von dem Verbot der Weitergabe ist die Weitergabe an solche dritte Personen, die aufgrund Berufsrechts zur Verschwiegenheit verpflichtet sind, wie Wirtschaftsprüfer und Rechtsanwälte, soweit diese zur Hinzuziehung unbedingt erforderlich sind. Nicht Gegenstand dieser Geheimhaltungsvereinbarung sind Informationen, die dem Interessenten bereits vor Übermittlung der Unterlagen durch CEO advise zur Verfügung gestanden haben.

Der Interessent wird die zur Verfügung gestellten Informationen und Unterlagen ausschließlich für die Prüfung des Erwerbs des Unternehmens nutzen und sie insbesondere nicht zu Wettbewerbszwecken verwenden, an Dritte weitergeben oder öffentlich bekannt machen. Der Interessent hat für die Einhaltung dieser Verpflichtung durch die von ihm eingeschalteten Mitarbeiter und Berater einzustehen.

Zu der gleichen Geheimhaltungsverpflichtung wie in den vorangegangenen Absätzen verpflichtet sich der Interessent auch für die Unterlagen, die CEO advise selbst erstellt hat.

**§ 2**  
**Dauer der Geheimhaltungsverpflichtung**

Die Geheimhaltungsverpflichtung besteht für die Dauer von 2 Jahren. Sie ist inhaltlich begrenzt auf sämtliche Informationen und Dokumente, die im Zusammenhang mit Angeboten über den Erwerb von Unternehmen oder Unternehmensteilen oder Beteiligungen an Unternehmen und Unternehmensteilen durch CEO advise übermittelt werden.

**§ 1**  
**Confidentiality Requirement**

The Interested Party hereby agrees to uphold the following obligation as to confidentiality in his relations with the client of CEO advise and with CEO advise itself:

All information - especially the name of the client of CEO advise -, corporate files, documents or other records - regardless of type - provided by CEO advise or by the client of CEO advise, or which otherwise shall become known to the Interested Party will be treated with the utmost confidentiality and will not be disclosed to third parties. The Interested Party will also impose the same requirement to maintain confidentiality upon all employees who come or could come in contact with such information, files and so forth. Exempt from this information disclosure prohibition is the disclosure to such third parties who, under the laws of their profession, are required to maintain secrecy, such as auditors and attorneys, to the extent that consultations with them are absolutely necessary. This non-disclosure agreement does not apply to information that was already available to the Interested Party prior to the disclosure of the material by CEO advise.

The Interested Party will use the provided information and documents exclusively for fulfilling the specified duties and milestones in connection with the project and will not exploit them for competitive purposes, disclose them to third parties or make them known to the public. The Interested Party will ensure that this non-disclosure requirement is also complied with by any of the employees and consultants.

The Interested Party also agrees to maintain the same level of confidentiality as in the preceding sections for documents that CEO advise has generated itself.

**§ 2**  
**Term of the Non-Disclosure Agreement**

This Non-Disclosure Agreement shall be in effect for 2 years. The agreement's content is limited to all the information and documents that were communicated or delivered by CEO advise related to offerings about the acquisition of companies or company parts or equity investments in companies or company parts.

**§ 3**  
**Herausgabeverpflichtung**

Der Interessent verpflichtet sich, alle von CEO advise bzw. vom Auftraggeber von CEO advise an den Interessenten übermittelten Unterlagen jederzeit auf Wunsch von CEO advise innerhalb von 14 Tagen nach Aufforderung an CEO advise zurückzusenden.

Diese Verpflichtung erstreckt sich auch auf alle von den Unterlagen angefertigten Kopien. Selbsterstellte Aufzeichnungen sind zu vernichten. Ein Zurückbehaltungsrecht steht dem Interessenten nicht zu.

**§ 4**  
**Exklusivität**

Der Interessent verpflichtet sich, nach Erhalt von Informationen über das zu kaufende Unternehmen nicht an CEO advise vorbei mit dem Auftraggeber zur Einleitung von Kaufverhandlungen in Kontakt zu treten.

Der Interessent verpflichtet sich weiter dazu, hinsichtlich des möglichen Erwerbs des Unternehmens nur diejenigen Mitarbeiter von CEO advise bzw. des Unternehmens anzusprechen, die ihm von CEO advise zu diesem Zweck genannt werden.

Außerdem verpflichtet sich der Interessent unabhängig vom Verhandlungsergebnis über den Unternehmenserwerb, weder Mitarbeiter von CEO advise noch solche des Unternehmens abzuwerben oder sonst zum Ausscheiden bei ihrem jeweiligen Arbeitgeber zu veranlassen.

**§ 5**  
**Sonstiges**

Sollten einzelne Bestimmungen dieser Vereinbarung unwirksam oder undurchführbar sein oder werden oder sollte sich eine ungewollte Regelungslücke herausstellen, so wird dadurch die Gültigkeit der übrigen Bestimmungen nicht berührt. An Stelle einer solchen Bestimmung oder zur Ausfüllung einer regelungsbedürftigen Lücke soll eine rechtswirksame Bestimmung treten, die die Vertragsparteien unter angemessener Berücksichtigung ihrer rechtlichen und wirtschaftlichen Interessen sowie Sinn und Zweck der Vereinbarung im Hinblick auf eine solche Regelungslücke vereinbart hätten.

**§ 3**  
**Obligation to Surrender Possession**

The Interested Party agrees to return all information data and documents provided by CEO advise at any time on request of CEO advise to CEO advise within fourteen (14) days of such request.

This obligation extends to all of the copies made of such files. Documents or notes prepared for one's own use will be destroyed. The Interested Party has no right of retention.

**§ 4**  
**Exclusivity**

The Interested Party agrees, upon receipt of information not to contact the client of CEO advise directly or to enter direct talks or negotiations regarding an equity investment or any other business relationship.

The Interested Party agrees further to only communicate with those employees at CEO advise or in the target firm that have been released to the Interested Party by CEO advise for this purpose.

Furthermore, the Interested Party agrees independently of the talks and negotiations results regarding the equity investment not to headhunt any employees of the client of CEO advise or to try in other ways to make any employee leave the client of CEO advise.

**§ 5**  
**Other Provisions**

Should individual provisions of this agreement be or become invalid or unenforceable, or should this agreement be found to contain an undesired regulatory gap, then the validity of the remaining provisions will be unaffected. A legally effective provision shall take the place of the affected provision or fill a regulatory gap, which the parties to the agreement would have stipulated in view of their legal and business interests, and that fulfills the meaning and purpose of the agreement in view of such a regulatory gap.

Änderungen und Ergänzungen dieser Vereinbarung bedürfen der Schriftform. Dies gilt auch für die Schriftformklausel.

Changes and amendments to this agreement must be made in writing. The same also applies to any amendments to this in-writing clause.

Diese Vereinbarung unterliegt deutschem Recht. Erfüllungsort und Gerichtsstand sind, soweit gesetzlich zulässig, Stuttgart.

This agreement is subject to German law. To the extent permissible by law, the place of performance and legal venue shall be Stuttgart, Germany.

Aichtal, den/the 23.02.2010

\_\_\_\_\_ den/the \_\_\_\_\_

CEO advise GmbH

\_\_\_\_\_



\_\_\_\_\_  
Fritz B. Höring / Hoering  
Geschäftsführer / Managing Director / CEO

\_\_\_\_\_  
Print Name:  
Job title

**CEO advise GmbH**  
Kanalstraße 45  
72631 Aichtal  
Tel.: 07127 - 811 099