

GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

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ABOUT YSTATS.COM

- Founded in 2005 and headquartered in Hamburg, Germany, yStats.com is one of the world's leading secondary market research companies.
- We are committed to providing the most up-to-date and objective data on Global B2C E-Commerce and Online Payment markets to sector-leading companies worldwide.
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GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

GENERAL INFORMATION

PRODUCT DETAILS

Title:	Global Mobile Wallets 2017: Competitors and Market Opportunities
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Covered Countries:	N/A
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QUESTIONS ANSWERED IN THIS REPORT

What is the size of the global mobile payments market and how does it break down into remote and proximity payments?
What is the forecast for mobile payments growth through 2020?
How many people are using mobile wallets and how does this penetration differ by region and country?
Which mobile wallet services lead in various countries worldwide according to consumer surveys?
How do the services of Apple Pay, Android Pay and Samsung Pay compare to each other in terms of features, geographical coverage and usage rates?

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GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

KEY FINDINGS



THE GROWTH OF MOBILE WALLETS IS HIGHLIGHTED IN A NEW REPORT FROM YSTATS.COM

The explosive growth of mobile payments worldwide triggered the emergence of various new payment options, the most prominent of which are mobile wallets. Tech giants, banks, card networks, telecom operators, payment companies and merchants have introduced multiple digital wallet solutions to the market, attracted by the multi-billion mobile payments opportunity, as detailed in the yStats.com report.

Consumers in Asia-Pacific were most responsive to the numerous mobile wallets offerings, compared to other global regions, but even there less than a quarter of mobile shoppers pay with mobile wallets, according to a recent survey cited in the yStats.com report. Overall, smartphone owners in emerging markets, such as India, South Africa and the UAE are more likely to adapt mobile wallets in the future than consumers in some advanced economies, such as Germany.

Nevertheless, the currently more advanced and digitalized market in the USA was the first choice of Apple and Google for launching their respective mobile wallet solutions, Apple Pay and Android Pay. The yStats.com publication provides comprehensive profiles of these solutions and that of Samsung Pay, and compares them in terms of features, geographical availability and usage rates.

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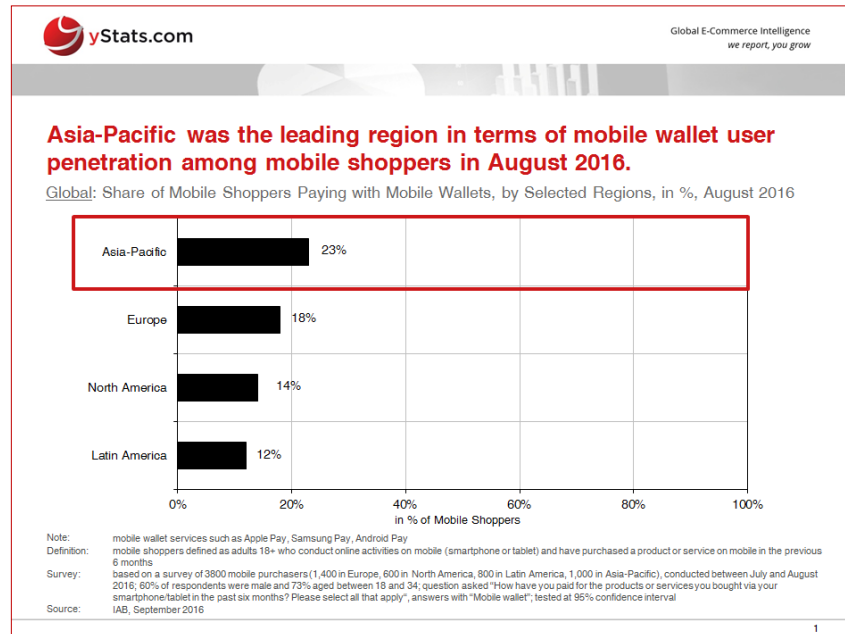
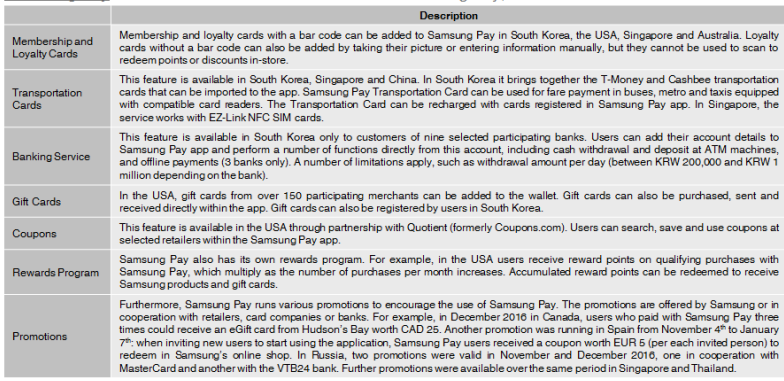
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GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

REPORT-SPECIFIC SAMPLE CHARTS

Samsung Pay support various value-added features in different markets, such as loyalty cards, coupons and a rewards program.

Samsung Pay: Overview of Value-Added Features of Samsung Pay, December 2016

	Description
Membership and Loyalty Cards	Membership and loyalty cards with a bar code can be added to Samsung Pay in South Korea, the USA, Singapore and Australia. Loyalty cards without a bar code can also be added by taking their picture or entering information manually, but they cannot be used to scan to redeem points or discounts in-store.
Transportation Cards	This feature is available in South Korea, Singapore and China. In South Korea it brings together the T-Money and Cashbee transportation cards that can be imported to the app. Samsung Pay Transportation Card can be used for fare payment in buses, metro and taxis equipped with compatible card readers. The Transportation Card can be recharged with cards registered in Samsung Pay app. In Singapore, the service works with EZ-Link NFC SIM cards.
Banking Service	This feature is available in South Korea only to customers of nine selected participating banks. Users can add their account details to Samsung Pay app and perform a number of functions directly from this account, including cash withdrawal and deposit at ATM machines, and offline payments (3 banks only). A number of limitations apply, such as withdrawal amount per day (between KRW 200,000 and KRW 1 million depending on the bank).
Gift Cards	In the USA, gift cards from over 150 participating merchants can be added to the wallet. Gift cards can also be purchased, sent and received directly within the app. Gift cards can also be registered by users in South Korea.
Coupons	This feature is available in the USA through partnership with Quotient (formerly Coupons.com). Users can search, save and use coupons at selected retailers within the Samsung Pay app.
Rewards Program	Samsung Pay also has its own rewards program. For example, in the USA users receive reward points on qualifying purchases with Samsung Pay, which multiply as the number of purchases per month increases. Accumulated reward points can be redeemed to receive Samsung products and gift cards.
Promotions	Furthermore, Samsung Pay runs various promotions to encourage the use of Samsung Pay. The promotions are offered by Samsung or in cooperation with retailers, card companies or banks. For example, in December 2016 in Canada, users who paid with Samsung Pay three times could receive an eGift card from Hudson's Bay worth CAD 25. Another promotion was running in Spain from November 4 th to January 7 th , when inviting new users to start using the application, Samsung Pay users received a coupon worth EUR 5 (per each invited person) to redeem in Samsung's online shop. In Russia, two promotions were valid in November and December 2016, one in cooperation with MasterCard and another with the VTB24 bank. Further promotions were available over the same period in Singapore and Thailand.

Note: These features have varying availability across the supported markets which can change over time as more features are added. The description of features and their availability are included in this table as stated on Samsung Pay's webpages in various countries as of December 2016.
 Source: Samsung, December 2016, September 2016

GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

METHODOLOGY

GENERAL METHODOLOGY OF OUR MARKET REPORTS

Secondary Market Research

The reports are compiled based on secondary market research. Secondary research is information gathered from previously published sources. Our reports are solely based on information and data acquired from national and international statistical offices, industry and trade associations, business reports, business and company databases, journals, company registries, news portals and many other reliable sources. By using various sources we ensure maximum objectivity for all obtained data. As a result, companies gain a precise and unbiased impression of the market situation.

Cross referencing of data is conducted in order to ensure validity and reliability.

The source of information and its release date are provided on every chart. It is possible that the information contained in one chart is derived from several sources. If this is the case, all sources are mentioned on the chart.

The reports include mainly data from the last 12 months prior to the date of report publication. Exact publication dates are mentioned in every chart.

Definitions

The reports take into account a broad definition of B2C E-Commerce, which might include mobile commerce. As definitions may vary among sources, exact definition used by the source (if available) is included at the bottom of the chart.

Chart Types

Our reports include text charts, pie charts, bar charts, rankings, line graphs and tables. Every chart contains an Action Title, which

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Report Structure

Reports are comprised of the following elements, in the following order: Cover page, preface, legal notice, methodology, definitions, table of contents, management summary (summarizing main information contained in each section of report) and report content (divided into sections and chapters). When available, we also include forecasts in our report content. These forecasts are not our own; they are published by reliable sources. Within Global and Regional reports, we include all major developed and emerging markets, ranked in order of importance by using evaluative criteria such as sales figures.

Notes and Currency Values

If available, additional information about the data collection, for example the time of survey and number of people surveyed, is provided in the form of a note. In some cases, the note (also) contains additional information needed to fully understand the contents of the respective data.

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METHODOLOGY OF OUR GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES

Report Coverage

The report covers the global mobile wallets market. It contains market statistics, such as mobile payments volume and mobile wallet usage rates, compares three major mobile wallet services, and provides rankings of awareness and usage of these and other mobile wallets around the world. Besides market and survey data, company profiles of three mobile major wallet services are included: Apple Pay, Android Pay and Samsung Pay.

For the purpose of this report, a mobile wallet is defined as a software solution that enables consumers to store payment credentials, such as credit or debit card information, and use the stored credentials to pay digitally for transactions made in-store, online or via mobile. Mobile wallets are installed on mobile devices which are used to complete payments. The definition of mobile wallets used by specific sources cited in the report might vary from this general definition.

Report Structure

Following the Management Summary, the first chapter of the report contains market statistics. The statistics include general mobile payment data, such as mobile payment transaction volume, share and perception by consumers, and information specifically about mobile wallet usage, such as the number of active users worldwide and share of mobile shoppers in various countries choosing this payment method.

The next chapter includes rankings of various mobile payment solutions and mobile wallets in selected countries. The rankings are mostly based on consumer surveys and refer to criteria such as user

numbers or penetration, potential usage or awareness. The rankings are not limited to pure mobile wallets as defined above and include a broader range of mobile payment solutions. Countries are grouped by region and presented in the order of descending online retail sales.

The rest of the report is devoted to three major mobile wallet services: Apple Pay, Samsung Pay and Android Pay. These wallets were selected based on their positioning as pure mobile wallets, their recent growth in terms of geographical coverage, features and partnerships, as well as their potential user base as reflected in penetration of compatible mobile devices. First, the three wallets are compared in terms of functionality and usage rates based on consumer surveys in the USA. Next, comprehensive profiles of these three mobile wallets are presented.

The profiles are presented in the following order, based on their initial launch dates: Apple Pay, Samsung Pay and Android Pay. Each profile starts with a general overview of the mobile wallet, including information about the launch date, a brief service description and availability, information about transaction volume, and a digest of recent important news. A list of markets where the wallet is available with the respective launch dates follows. The next two sections provide a more detailed description of supported payment types and service features, such as payment and value-added features. Finally, the last section of the profile provides information related to adoption and usage of the mobile wallet, where available. Due to varying data availability, not all of the mentioned data points were included in each of the profiles.

GLOBAL MOBILE WALLETS 2017: COMPETITORS AND MARKET OPPORTUNITIES RELATED REPORTS

PUBLISHED RELATED REPORTS

REPORT	PUBLICATION DATE	PRICE *
Apple Pay Profile 2017	January 2017	€ 450
Samsung Pay Profile 2017	January 2017	€ 450
Android Pay Profile 2017	January 2017	€ 450
Global Mobile Online Payment Methods: First Half 2016	October 2016	€ 950
Europe Online Payment Methods: First Half 2016	October 2016	€ 950
Global Alternative Online Payment Methods: First Half 2016	September 2016	€ 950
Global Online Payment Methods: First Half 2016	September 2016	€ 1,950
Asia-Pacific Online Payment Methods: First Half 2016	September 2016	€ 750
Fraud and Security in Global Online Payment 2016	October 2016	€ 950
Company Profiles of 10 Leading Online Payment Service Providers 2015	July 2015	€ 2,950
Global E-Commerce Marketplaces 2016	November 2016	€ 450
Trends in Worldwide Internet Retail 2016	July 2016	€ 1,450
Global B2C E-Commerce Market 2016	June 2016	€ 2,950
Top Players in Global E-Commerce Market 2016	June 2016	€ 950
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UK B2C E-Commerce Sales Forecasts: 2016 to 2020	December 2016	€ 450
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Europe B2C E-Commerce Market 2016	February 2016	€ 2,950
North America B2C E-Commerce Market 2015	November 2015	€ 950
Asia-Pacific B2C E-Commerce Market 2015	October 2015	€ 3,450

UPCOMING RELATED REPORTS

REPORT	PUBLICATION DATE	PRICE*
Global Online Payment Methods: Second Half 2016	January 2017	€ 1,950
Global Mobile Payment Methods: Second Half 2016	January 2017	€ 950

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-  All our reports are also available for purchase online in our Online Shop.

CHOOSE YOUR REPORT(S) AND LICENSE* TYPE(S)

Please confirm the license type and reports:

Report Title	Publication Date	Price (€)	SINGLE USER LICENSE	SITE LICENSE	GLOBAL SITE LICENSE
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
_____	_____	_____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TOTAL					

CHOOSE YOUR PAYMENT METHOD

Choose Your Preferred Payment Method:

- Credit Card**
- VISA MasterCard
- American Express China UnionPay

- Bank Transfer**
- Bank Transfer information will be provided to you in the invoice you receive following submission of an Order Form offline.

- PayPal**
- An invoice will be sent via e-mail to the e-mail address as listed in the contact details below. Payment via PayPal will be made available upon receipt of the invoice.

CARD HOLDER _____

CARD NUMBER _____

EXP. DATE _____

SECURITY CODE** _____

**if you prefer, this can be communicated over the phone or via secured e-mail communication.

COMPLETE YOUR CONTACT DETAILS

An invoice will be sent to your company

TITLE _____	FIRST NAME, LAST NAME _____	JOB TITLE _____
COMPANY _____	E-MAIL _____	PHONE _____
FAX _____	STREET _____	CITY _____
STATE / PROVINCE _____	POSTAL CODE _____	COUNTRY _____

HOW DID YOU FIND US?

- Search Engine (Google, Bing etc.)
- Print/Online Publication
- Press Release
- LinkedIn/XING
- Facebook/Twitter
- Personal Recommendation
- Other _____

SIGNATURE

EU COMPANIES
MUST SUPPLY VAT NO. _____

PURCHASE ORDER NO. (IF REQUIRED) _____

ORDER DATE _____

All orders are subject to the Terms & Conditions contained on our website. All reports are provided in PDF and PowerPoint formats. yStats.com may contact you in the future about receiving our free newsletter or other mailing. If you do not wish to be contacted, please advise us accordingly. Your contact information will not be sold or shared with other organizations.

* Please be advised that when purchasing a report, you have the option to choose between a Single User License (allowing one single user access to the report), a Site License (allowing up to 10 users in a particular geographic location access to the report), or a Global Site License (allowing up to 10 users of a company worldwide to access the report). Please choose the license that suits your needs best. Failure to comply with our Terms and Conditions with respect to appropriate license usage may result in legal action.

TERMS AND CONDITIONS

yStats.com GmbH & Co. KG provides its services exclusively to contracting partners and users of its website according to Sec. 14 German Civil Code („you“) subject to the following Terms and Conditions. By visiting our website, shopping at the online store provided by yStats.com, or placing an order offline for any of our products, subscriptions and services, you acknowledge that you are bound by the following Terms and Conditions, which are, unless explicitly agreed upon otherwise in writing, the entirety of the „Contract“, as defined in 1.1, between yStats.com GmbH & Co. KG and you. Terms and Conditions are subject to change at any time without prior notice, based on the discretion of yStats.com GmbH & Co. KG, the most current of which are readily available on our website.

We herewith contradict any terms and conditions of purchase by our customers which will not become part of the Contract.

1. SCOPE

1.1 The following terms and conditions apply to our entire contract (the „Contract“) between yStats.com GmbH & Co. KG (hereinafter also referred to as „we“ or „us“) with our customers regarding (i) the purchase of our reports both on- and offline, (ii) custom research services, (iii) full access subscriptions, and (iv) any other contracts between us and our customers executed with reference to these terms and conditions (any reports and other services and products which we may make available to the customer under a Contract hereinafter the „products“).

1.2 Agreements contrary to these terms and conditions require our express written confirmation. Deviations between these terms and conditions and the contents of the Order Form will be accepted if and only if expressly agreed upon by both our customer(s) and us in writing, limited to the case of custom research orders, at which point the contents of the Order Form shall prevail.

2. REPORT AND FULL-ACCESS SUBSCRIPTION OFFERS & ORDERS

2.1 With respect to the purchase of our Market Reports, purchase can be made either online or offline.
 2.2 Our homepage contains information about pricing, acceptable payment methods and product brochures. To purchase a Market Report directly from our online shop, simply click „Add to Cart“, then „Proceed to Checkout“, where registration and payment details can be entered. As soon as payment is processed successfully, you will receive an Invoice via email and the Report will be available online for download.

2.3 To purchase a Market Report offline (not via the online shop) simply print the Report Order Form from the appropriate online brochure or by clicking on the Fax Order button on our webpage. Simply fill out the Report Order Form, have a duly authorized representative sign the Report Order Form and then submit the Report Order Form to us via facsimile or email with PDF-attachment. Upon receipt of a completed Report Order Form, you will obtain an Invoice detailing the product ordered, price, and date of payment. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days.

2.4 If you order our product „Market Reports“, you gain access to the ordered report as identified in the Report Order Form and you may use that report in accordance with Section 5.2 below and the other provisions of the Contract.

2.5 To purchase one of our Full Access Subscriptions, please contact us through the appropriate forum on our website, located under the Full Access tab on our homepage. Once we receive an inquiry, we will forward an Order Form to be filled out and signed by a duly authorized representative. Once this Order Form has been completed and signed, please send the Order Form via facsimile or email with PDF-attachment. Upon receipt of the completed Order Form, we will send an invoice detailing price of the „Full Access Subscription“ and payment method options. Upon successful processing of payment, access and log-in details will be forwarded to the purchaser within two (2) business days. The provision of this information constitutes the acceptance should you not have been provided with a separate acceptance in writing.

2.6 If you order one of our „Full Access Subscriptions“, you gain access to all reports within the scope of your chosen subscription (excluding all custom research services) currently available on our website during the subscription timeframe as identified in the „Order Form“ as of the date of the execution of the Contract, and you may use the reports pursuant to your chosen license option, in accordance with Section 5 (below) and the other provisions of the Contract.

3. CUSTOM RESEARCH OFFERS & ORDERS

3.1 Unless expressly agreed upon otherwise in writing, the contents of our offers may not be made available in whole or in part to any third party outside your organization.

3.2 With respect to research services, upon inquiry, we submit an offer to you in the form of a „Research Order Form“ as a PDF, accompanied with a proposal stating the nature of the issue to be researched, the services to be rendered, the time required for the study, structure of payments (if any) and the total fee due. You accept this offer by completing the Research Order Form, having a duly authorized representative sign the Research Order Form and then submitting the Research Order Form to us via facsimile or email with PDF-attachment.

4. TERMS OF PAYMENT

4.1 All prices for offline orders are to be derived exclusively from the Order Form and/or the documents referenced therein. All prices for orders placed via the online shop are those which are displayed on our website.

4.2 All prices are net and without transportation costs, if applicable. Value Added Tax, if applicable, at the statutory rate shall be added to all fees payable hereunder.

4.3 For all services that go beyond the scope as agreed under the Order Form, a reasonable additional fee for these services shall be discussed and agreed upon with the customer before commencement of any work and will be itemized on the final Invoice (if applicable) sent to the customer.

4.4 We will send our Invoice to you upon execution of the Contract, unless agreed otherwise in the Order Form. In the event that you order our product „Full Access Subscription“, we will send our Invoice for the first contract year upon execution of the Contract. Any Invoice(s) for any subsequent contract year(s), will be sent to you upon commencement of each contract year.

4.5 All payments shall be due and payable immediately upon the date set forth in the Invoice, without any deductions. Products will not be dispatched and services will not commence until successful processing of payment, excluding the case of custom research orders, in which structured payment terms will be outlined on the Order Form.

4.6 All customer's rights of retention or set-off are hereby excluded to the extent that they are not based on the same contractual relationship. Retentions or set-offs are allowed only if the customer's claim is undisputed, has become unappealable or is ready for decision.

4.7 In the event of a customer's default in payment or other apparent credit unworthiness, all remaining claims against that customer shall become immediately due and payable in full. This only applies if the customer is responsible for the default. We shall be entitled to rescind payment terms previously agreed upon and to demand payment in advance or other appropriate security with respect to pending deliveries. A customer shall be deemed unworthy of credit in particular when he files a petition in bankruptcy or composition proceedings.

5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

5.1 All copyrights and other intellectual property rights in connection with our products and all contents of our website remain with us. All data carriers remain our property. The customer/user may not modify, publish, transmit, transfer or sell, reproduce, create derivative works from, distribute, perform, display, or in any way exploit any of the products made available by us, in whole or in part, except as expressly permitted under the Contract.

5.2 Upon delivery of the product(s) to you and payment of the agreed fee, you obtain a non-exclusive, non-transferable, perpetual right to use the products provided for your internal purposes or any additional purposes as contractually agreed upon. Our reports, in part or entirety, may not under any circumstances be used for external purposes without our expressed written permission. Requests are to be submitted to us and will be considered on a case-by-case basis. We retain the right to reject and deny requests. Requests that are accepted may be subject to an additional fee, negotiable between parties on a case-by-case basis.

5.3 We, as well as any original sources contained within our product, must expressly be named as the author of any data the customer processes further as contractually negotiated. Furthermore, we maintain the right to conduct a formal review of any final product(s) which contain data cited from our market reports. We formally require ten (10) business days prior to external publication or sharing of any product(s) that derive data from our market reports. We maintain the right to review and discuss citation formalities at any point in time.

5.4 For Market Report purchases, in the event that the parties agree on a „Single User License“ under the Order

Form, this means that only one (1) individually named user of an organization shall be entitled to access the report(s). In the event that the parties agree on a „Site License“ under the Order Form, this means that up to ten (10) users within a given geographical location (as specified in the Order Form) of an organization shall be entitled to access the report. In the event that the parties agree on a „Global Site License“, this means that up to ten (10) worldwide users of an organization shall be entitled to access the report. In both cases, the term „organization“ refers to your specific company only and excludes any third parties, including affiliates.

5.5 For Full Access Subscription purchases, in the event that the parties agree on a „10-Seat Full Access License“ under the Order Form, this means that up to ten (10) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on a „15-Seat Full Access License“ under the Order Form, this means that up to fifteen (15) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on a „20-Seat Full Access License“, this means that up to twenty (20) worldwide users of an organization shall be granted Full Access to the reports. In the event that the parties agree on an „Unlimited Seat Full Access License“, this means that an unlimited number of worldwide users of an organization shall be granted Full Access to the reports. In all cases, the term „organization“ refers to your specific company only and excludes any third parties, including affiliates.

5.6 For the specific case of a purchase of an „Unlimited Full Access License“, the following limitations apply:

5.6.1 Our reports may be used for internal purposes, in part or in entirety, limited only as is expressed in this Section 5 of yStats.com GmbH & Co. KG Terms & Conditions.
 5.6.2 The sharing of our reports, in part or in entirety, via the upload to/use of a company's intranet network is hereby allowed only with the purchase of an „Unlimited Full Access License.“
 5.6.3 No data from our reports may be reproduced or republished in any identical or near identical form in any of a company's final products or content used for external purposes without our expressed written permission.

6. TECHNICAL INFORMATION

6.1 We shall provide our products in the following standardized data formats: PowerPoint and PDF. For custom research reports, Excel documents may also be provided, upon request.

6.2 You must ensure that you have the corresponding technical resources to make use of these data. You may not derive any claims in this connection on grounds of breach of obligation.

6.3 Upon successful processing of payment, purchases made via the online shop will be immediately available to download. For all offline purchases, upon successful processing of payment, you will receive the requested product(s) and service(s) in the aforementioned standardized data formats, and all additional data pertaining thereto within two (2) business days.

7. DEFECTS AS TO QUALITY

7.1 No claims for defects as to quality are triggered by insignificant discrepancies between our products and services and the warranted quality or fitness for use.

7.2 Likewise, no claims for defects as to quality may be derived from entrepreneurial risks – e.g., with regard to questions of entrepreneurial discretion, an erroneous assessment of the market situation or the failure to recognize a business action's merit.

7.3 Defect-based claims are further excluded in cases of excessive or improper use or in connection with damages caused by extraordinary conditions not reflected in the Order Form. This is also true in cases of subsequent changes made by the customers or third parties unless such changes do not affect the analysis and removal of a given defect.

7.4 Claims for defects as to quality expire within one year from the commencement of the legal statute of limitation. This limitation does not apply to the extent that applicable law stipulates a longer period in cases of intentional or grossly negligent breaches of duty on the part of us, fraudulent concealment of a defect and injuries to life, body and health.

7.5 Claims for damages and the reimbursement of expenditures are further subject to Section 9.

8. LEGAL DEFECTS

8.1 We are liable for products and services infringing on third party rights only if and to the extent that our products and services are used in accordance with the agreed contractual requirements.

8.2 Unless agreed otherwise, our liability for the infringement on third-party rights is limited to the territory of the European Union and the European Economic Area as well as the place of its services' proper use as agreed under the applicable Order.

8.3 In the event that a third party asserts claims against the customer, alleging that a service performed by us violates its rights, the customer shall promptly notify us. If a service rendered by us violates third party rights, we shall choose one of the below actions, duly taking into consideration the customer's interests:

- procuring for the customer the right to use the service; or
- revising the service to render it free of legal violations.

8.4 Upon our request, the Customer shall assist us with the defense against third party claims according to this section 8, with each of the Parties bearing the costs of the use of its own personnel and counsel.

8.5 Claims the Customer may hold for legal defects expire in accordance with Section 7.4.

8.6 Claims for damages and the reimbursement of expenditures are further subject to Section 9.

9. LIABILITY

9.1 In cases of intentional misconduct and gross negligence, we are fully liable pursuant to applicable law.

9.2 Besides Section 9.1, we are not liable for any damages, especially but not limited to any incidental, special, punitive or consequential damages, loss of profits or loss of data. This limitation does not apply to any claims for damages due to damage to life, body or health in cases of simple negligence and – subject to the limitations set forth hereinafter – due to damage caused by a breach of a material contractual obligation. Material contractual obligations are obligations that (i) you reasonably relied upon at execution of the applicable Order Form and (ii) was of critical significance to the outcome of performance.

9.3 In case of a negligent breach of a material contractual obligation our liability for damages – except for damage to life, body or health – is limited to typical and at the time of the formation of this Contract foreseeable damage.

9.4 The aforementioned limitations do also apply to our liability for fault by our bodies, employees and vicarious agents as well as our bodies', employees' and vicarious agents' personal liability.

9.5 Our liability for damages under warranties (Beschaffenheitsgarantien) is limited to instances in which the warranty expressly includes such liability.

9.6 Claims for the reimbursement of expenditures and other liability claims asserted by the Customer against us are subject to sections 9.1 through 9.5.

10. CONFIDENTIALITY

10.1 The Parties shall hold in strict confidence for a period of 10 years of the formation of this Contract regarding all data and information materials of which they gain knowledge as part of a Contract, be it orally, in writing or otherwise, directly or indirectly, provided that such data or information materials are designated confidential or must be considered confidential based on their nature, and shall use them exclusively as part of the services covered by the relevant Order. This duty of confidentiality excludes data and information materials that:

- were already known or accessible to any third party at the time of disclosure;
 - which is lawfully disclosed to you by a third party that is not subject to a confidentiality obligation regarding this data or information;
 - must be disclosed by order of and to a government agency or another competent third party; and
 - must be disclosed to legal or tax advisors of the contractual customer in question for consulting purposes.
- In the cases of Sections b) and c) above, the parties shall (i) promptly inform each other about a given request and prior to disclosing confidential information, and (ii) limit the disclosure of confidential information to the minimum required.

10.2 We may use your company name and logo as a reference so long as no contractual details are divulged.

11. JURISDICTION, GOVERNING LAW, MISCELLANEOUS

11.1 In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, the place of payment is Hamburg, Germany.

11.2 In Contracts with merchants, legal persons under public law, or special assets (Sondervermögen) under public law, all disputes arising from or in connection with any Contract between the Parties shall exclusively be resolved through the courts of Hamburg. Governing law is German law under exclusion of the CISG.