



Purchase Contract and Non-Disclosure Agreement

between

- Hereinafter referred to as the **Purchaser** -

and

Dream Multimedia GmbH, Pierbusch 24 26, 44536 Lünen

- Hereinafter referred to as the **Seller** -

Preamble

The Purchaser was selected by the Seller to participate in a test programme for Dreambox 8000 HD PVR DVD. The Seller is the market leader in the satellite receiver domain and intends to launch Dreambox 8000 HD DVD in the course of 2008.

1 Object of Purchase

(1) The Seller shall sell the Purchaser a copy of the Dreambox 8000 HD PVR DVD beta version. The Seller shall assign this device to the Purchaser subject to the condition precedent of payment of the fee mentioned in Clause 2.

(2) The Seller shall supply written documentation consisting of a guarantee card and a user manual, together with Dreambox 8000 HD PVR DVD.

(3) The Seller shall dispatch the object of purchase to the Purchaser's address.

(4) The object of purchase shall contain system-level software, without which the digital receiver

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



cannot operate. The Seller shall assign to the Purchaser a simple, non-exclusive exploitation right to the system-level software, unlimited in time and place.

(5) The Purchaser shall dispose of the object of purchase at his own expense, as soon as he no longer requires it. He shall not be authorized to sell the device on until the deadline mentioned in Clause 4 (2) of this Contract has expired. It shall not therefore be possible to sell the device after the expiry of that period in § 4 Abs.2.

2 Fee

(1) The digital receiver, the system-level software and documentation shall remain in the ownership of the Seller until the purchase price has been fully paid. The Purchaser shall not be allowed to pledge the object of purchase or assign it by way of collateral until that point in time. The Purchaser shall pay the Seller a total price of 899 Euro incl. the statutory VAT of currently 19 percent for the object of purchase.

(2) The Purchaser shall pay the amount to the Seller's account:

Euro - Konto

Konto-Nr.: 665430503 bei dem Kreditinstitut Deutsche Bank Lünen, BLZ: 44070024.

BIC(SWIFT) DEUT DE DB440

IBAN: DE88 440 700 240 6654305 03

The purchase price shall be due **7 days after receipt of invoice.**

(3) Should the Purchaser fall into arrears, he shall pay to the Seller interest of 8 percentage points above the base rate pursuant to section 247 of the German Civil Code.

3 Warranty Claims and Liability Limitation

(1) The statutory warranty regulations shall apply subject to the proviso that any software bugs that occur shall not constitute defects as defined by section 434 of the German Civil Code, as the Purchaser, by signing this agreement, acknowledges that the object of purchase is a beta version which has not yet been released for official sale and may therefore still contain errors in software/ process flow.

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



(2) The claims of the Purchaser to damages or compensation for wasted expenses shall be based on the following provisions.

(3) The Seller shall be liable without limitation for damages arising from injury to life, body or health

due to negligent breach of duty on the part of the Seller or wilful or negligent breach of duty on the part of a legal representative or vicarious agent of the Seller.

(4) In the case of other liability claims, the Seller shall only be liable without limitation for failure to

provide the guaranteed properties and for wilful intent and gross negligence on the part of his legal representatives and senior executives. The Seller shall be liable for the fault of other vicarious agents only within the scope of liability for slight negligence pursuant to clause 3 (5).

(5) The Seller shall only be liable for slight negligence to the extent that there is breach of an

obligation whose observance is of particular importance to the achievement of the intent of the contract (material contractual obligation). In the case of slightly negligent breach of a material contractual obligation, liability shall be restricted to € 100.

(6) Liability according to the Product Liability Act shall remain unaffected.

4 Non-Disclosure Agreement

(1) The Purchaser shall undertake to disclose the fact that he has acquired the object of

purchase as well as all information and insights gleaned from using and testing Dreambox 8000 HD DVD, the system software and the manual exclusively on domain **<http://www.dm8000-vip.de>** provided by the Seller. In addition to the object of purchase, the Purchaser shall be given a registration number for using this domain. Once registration has been performed, this registration number shall enable the Purchaser to exchange information about the object of purchase, to write reports and to point out hardware errors, software bugs etc. on the above-mentioned domain.

(2) This duty of non-disclosure shall remain in existence **until the official launch of Dreambox 8000 HD DVD**, but at least until 15.09.2008 and for 3 months after transfer of the object of purchase at the latest. During this period of time, the Purchaser shall undertake to

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



refrain from writing reports about the object of purchase on publicly accessible Internet portals and from forwarding such reports to third parties, in particular, specialized journalists, television broadcasters or other media or competitors of the Seller.

(3) The Purchaser shall undertake to pay a contract penalty of €10,000.00 to the Seller if obligations arising from this agreement are breached. The contract penalty shall not be deductible from any claim for damages. In the event of contravention, the Seller shall also file a criminal complaint action with the relevant public prosecutor's office.

5 Final Provisions

The law of the Federal Republic of Germany shall apply exclusively, without recourse to the United Nations Convention on Contracts for the International Sale of Goods. Collateral agreements and amendments to the Contract shall require the written form, to be valid. The Seller's registered office shall be definitive in the case of claims against the Seller, and the Purchaser's registered office shall be definitive in the case of claims against the Purchaser. Should a provision in this Contract be or become invalid, the validity of the other provisions shall not be affected by this. The invalid provision shall be replaced by another valid provision that comes closest to the contractual content which would have been agreed between the parties if they had been aware of the nullity of the invalid regulation beforehand.

Purchaser

Seller

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



Purchase Contract and Non-Disclosure Agreement

between

- Hereinafter referred to as the **Purchaser** -

and

Dream Multimedia GmbH, Pierbusch 24 26, 44536 Lünen

- Hereinafter referred to as the **Seller** -

Preamble

The Purchaser was selected by the Seller to participate in a test programme for Dreambox 8000 HD PVR DVD. The Seller is the market leader in the satellite receiver domain and intends to launch Dreambox 8000 HD DVD in the course of 2008.

1 Object of Purchase

(1) The Seller shall sell the Purchaser a copy of the Dreambox 8000 HD PVR DVD beta version. The Seller shall assign this device to the Purchaser subject to the condition precedent of payment of the fee mentioned in Clause 2.

(2) The Seller shall supply written documentation consisting of a guarantee card and a user manual, together with Dreambox 8000 HD PVR DVD.

(3) The Seller shall dispatch the object of purchase to the Purchaser's address.

(4) The object of purchase shall contain system-level software, without which the digital receiver

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



cannot operate. The Seller shall assign to the Purchaser a simple, non-exclusive exploitation right to the system-level software, unlimited in time and place.

(5) The Purchaser shall dispose of the object of purchase at his own expense, as soon as he no longer requires it. He shall not be authorized to sell the device on until the deadline mentioned in Clause 4 (2) of this Contract has expired. It shall not therefore be possible to sell the device after the expiry of that period in § 4 Abs.2.

2 Fee

(1) The digital receiver, the system-level software and documentation shall remain in the ownership of the Seller until the purchase price has been fully paid. The Purchaser shall not be allowed to pledge the object of purchase or assign it by way of collateral until that point in time. The Purchaser shall pay the Seller a total price of 899 Euro incl. the statutory VAT of currently 19 percent for the object of purchase.

(2) The Purchaser shall pay the amount to the Seller's account:

Euro - Konto

Konto-Nr.: 665430503 bei dem Kreditinstitut Deutsche Bank Lünen, BLZ: 44070024.

BIC(SWIFT) DEUT DE DB440

IBAN: DE88 440 700 240 6654305 03

The purchase price shall be due **7 days after receipt of invoice.**

(3) Should the Purchaser fall into arrears, he shall pay to the Seller interest of 8 percentage points above the base rate pursuant to section 247 of the German Civil Code.

3 Warranty Claims and Liability Limitation

(1) The statutory warranty regulations shall apply subject to the proviso that any software bugs that occur shall not constitute defects as defined by section 434 of the German Civil Code, as the Purchaser, by signing this agreement, acknowledges that the object of purchase is a beta version which has not yet been released for official sale and may therefore still contain errors in software/ process flow.

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



(2) The claims of the Purchaser to damages or compensation for wasted expenses shall be based on the following provisions.

(3) The Seller shall be liable without limitation for damages arising from injury to life, body or health

due to negligent breach of duty on the part of the Seller or wilful or negligent breach of duty on the part of a legal representative or vicarious agent of the Seller.

(4) In the case of other liability claims, the Seller shall only be liable without limitation for failure to

provide the guaranteed properties and for wilful intent and gross negligence on the part of his legal representatives and senior executives. The Seller shall be liable for the fault of other vicarious agents only within the scope of liability for slight negligence pursuant to clause 3 (5).

(5) The Seller shall only be liable for slight negligence to the extent that there is breach of an

obligation whose observance is of particular importance to the achievement of the intent of the contract (material contractual obligation). In the case of slightly negligent breach of a material contractual obligation, liability shall be restricted to € 100.

(6) Liability according to the Product Liability Act shall remain unaffected.

4 Non-Disclosure Agreement

(1) The Purchaser shall undertake to disclose the fact that he has acquired the object of

purchase as well as all information and insights gleaned from using and testing Dreambox 8000 HD DVD, the system software and the manual exclusively on domain **<http://www.dm8000-vip.de>** provided by the Seller. In addition to the object of purchase, the Purchaser shall be given a registration number for using this domain. Once registration has been performed, this registration number shall enable the Purchaser to exchange information about the object of purchase, to write reports and to point out hardware errors, software bugs etc. on the above-mentioned domain.

(2) This duty of non-disclosure shall remain in existence **until the official launch of Dreambox 8000 HD DVD**, but at least until 15.09.2008 and for 3 months after transfer of the object of purchase at the latest. During this period of time, the Purchaser shall undertake to

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany



refrain from writing reports about the object of purchase on publicly accessible Internet portals and from forwarding such reports to third parties, in particular, specialized journalists, television broadcasters or other media or competitors of the Seller.

(3) The Purchaser shall undertake to pay a contract penalty of €10,000.00 to the Seller if obligations arising from this agreement are breached. The contract penalty shall not be deductible from any claim for damages. In the event of contravention, the Seller shall also file a criminal complaint action with the relevant public prosecutor's office.

5 Final Provisions

The law of the Federal Republic of Germany shall apply exclusively, without recourse to the United Nations Convention on Contracts for the International Sale of Goods. Collateral agreements and amendments to the Contract shall require the written form, to be valid. The Seller's registered office shall be definitive in the case of claims against the Seller, and the Purchaser's registered office shall be definitive in the case of claims against the Purchaser. Should a provision in this Contract be or become invalid, the validity of the other provisions shall not be affected by this. The invalid provision shall be replaced by another valid provision that comes closest to the contractual content which would have been agreed between the parties if they had been aware of the nullity of the invalid regulation beforehand.

Purchaser

Seller

Dream Multimedia GmbH
Geschäftsführer (general manager):
Alpaslan Karasu

Tel: +49 (0) 231-900387-0
Fax: +49 (0) 231-900387-18

Registergericht:
Amtsgericht Dortmund
HRB 19958
USt-IdNr.: DE 251719370

Bankverbindung
Deutsche Bank
Münsterstr.5
D-44536 Lünen
BLZ(bank code): 440 700 24
Konto-Nr.(bankaccount): 665430500

Pierbusch 26
44536 Lünen
Germany