

AGREEMENT

between

- (1) **Energis plc. (in administration)**, a company incorporated in England and Wales (registered no. 03438871), whose registered office is at c/o Ernst & Young LLP, Becket House, 1 Lambeth Palace Road, London SE1 7EU, acting by its joint administrators, as agents and without personal liability, Margaret Elizabeth Mills and Michael David Rollings, both licensed insolvency practitioners, of Ernst & Young LLP, Becket House, 1 Lambeth Palace Road, London SE1 7EU

– "Energis" –

and

- (2) ~~Herrn F...~~, ~~Rechtsanwalt~~, 20095 Hamburg, in his capacity as administrator (*Insolvenzverwalter*) of ISION Internet AG (AG Hamburg, HRB 74242) and ISION Sales + Services GmbH & Co. KG (AG Hamburg, HRA 94415).

– "ISION Administrator" –

**WHEREAS**

Based on possible criminal offences in connection with the acquisition of ISION Internet AG in 2000/2001, Energis is considering to assert damages and other claims against – *inter alia* – the following prospective defendants: Alexander Gerhard Falk, ~~Manfred R...~~, Dr. ~~Christina H...~~, ~~Alexander von L...~~, ~~Hubertus W...~~, ~~Dirk W...~~, ~~Reinhold S...~~, ~~Dietrich A...~~, ~~Auf...~~.

Energis and ISION Administrator jointly referred to as "Parties".

**The Parties hereby agree as follows:**

1. Support of the ISION Administrator to Energis

The ISION Administrator shall (at his own cost) execute, or arrange for the executing of, each necessary document and thing as may be requested by Energis (whether in writing or otherwise) to assist Energis in connection with the pursuit by it of any and all claims that it may have arising out of or in relation to the acquisition of ISION Internet AG, to the extent legally

possible under insolvency law. Without prejudice to the generality of the foregoing, the ISON Administrator shall provide to Energis any and all information on possible sham transactions of the said prospective defendants which is in his possession or control or which at any time comes into his possession or control, including all documents and witnesses as well as witness statements available or obtainable to him in his function as ISON Administrator. The ISON Administrator shall not take any action or omit to take any reasonable action to the detriment of any claim Energis may have or recovery Energis could make in relation to or arising from the acquisition of ISON Internet AG.

2. Payment of Energis to the ISON Administrator

Energis shall pay to the ISON Administrator 8.5 % (eight and a half per cent) of the net proceeds finally and definitely received by Energis as a result of the assertion of claims against the said prospective defendants.

"Net proceeds" means: Any proceeds that Energis finally and definitely received as a result of asserting damage claims against the said prospective defendants minus any and all costs, disbursements, taxes, and expenditures (to include, without being limited thereto advisor, expert witness, court fees and own administration costs as well as costs for research to locate assets of the prospective defendants, etc.) incurred in the criminal proceedings against the said prospective defendants and in relation to the assertion of claims.

3. Entire Agreement Clause, Written Requirement Clause

This Agreement contains the entire agreement between the Parties relating to the subject matter of this Agreement.

This Agreement can only be amended in writing; this shall also apply to this written form requirement.

4. Exclusion of Personal Liability

Neither the joint administrators of Energis (namely, Margaret Elizabeth Mills and Michael David Rollings) nor their successors nor the "Administration Team" shall incur any personal liability under, or by virtue of this Agreement, nor in relation to any related matter or claim howsoever, whenever and wherever arising, and whether such claim is formulated in contract

and/or tort or otherwise or by reference to any other remedy, right and in whatever jurisdiction or forum apart from any liability which may arise in respect of fraud. In addition, neither the joint administrators nor their "Administration Team" have given or entered into any collateral understandings, representations, warranties or agreements as principal and are deemed to act at all times solely as agents of Energis and without personal liability.

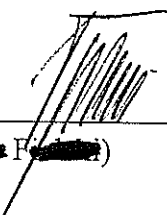
For the purposes of this Clause, "Administration Team" means the partners from time to time in the firm Ernst & Young LLP and their employees and any person who at the request or direction of the joint administrators of Energis becomes engaged in the conduct of the administration of Energis.

5. Confidentiality

The Parties agree to keep the existence of this Agreement, the nature and content of any information supplied under the Agreement, and any other assistance provided to Energis confidential (subject of course to the usual exceptions - e.g., disclosures required by law or regulation).

6. Applicable law, Jurisdiction

This Agreement shall be subject to German law; place of jurisdiction is, to the extent legally possible, Frankfurt am Main.

  
\_\_\_\_\_  
(~~Heidi F.~~)

4.7.03

\_\_\_\_\_  
(Margaret Elizabeth Mills  
as joint administrator  
of Energis for and on behalf  
of Energis as agent and with-  
out personal liability)

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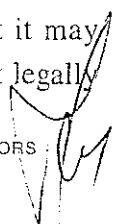
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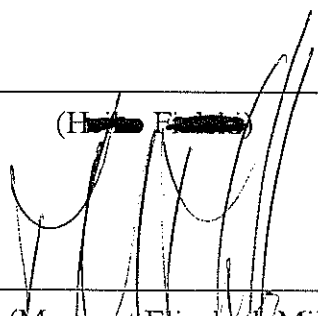
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(Margaret Elizabeth Mills  
as joint administrator  
of Energis for and on behalf  
of Energis as agent and with-  
out personal liability)

Dated 217/03