Joint Report

by the Executive Board of euromicron Aktiengesellschaft
communication & control technology

and

management of euromicron international services GmbH
- ein Unternehmen der euromicron Gruppe -

on conclusion of a controlling and
profit and loss transfer agreement

between euromicron Aktiengesellschaft communication & control technology and euromicron international services GmbH
- ein Unternehmen der euromicron Gruppe -

in accordance with Section 293a AktG (German Stock Corporation Law)

Contents

A. Preamble

euromicron Aktiengesellschaft communication & control technology ("**euromicron AG**") is the sole shareholder of euromicron international services GmbH - ein Unternehmen der euromicron Gruppe - ("**euromicron GmbH**"). Conclusion of the controlling and profit and loss transfer agreement rounds out the financial, economic and organizational integration of euromicron GmbH in euromicron AG and is based in particular on tax considerations.

The wording of the draft controlling and profit and loss transfer agreement can be found in the **Annex** to this report.

In accordance with Section 293 AktG (German Stock Corporation Law), the shareholders of both parties to the controlling and profit and loss transfer agreement must consent to the agreement for it to become effective. That means the General Meeting of euromicron AG and the shareholders' meeting of euromicron GmbH must approve it. For the purpose of informing the shareholders of euromicron AG and the shareholders of euromicron GmbH, the Executive Board of euromicron AG and management of euromicron GmbH jointly submit the following report on the controlling and profit and loss transfer agreement in accordance with Section 293a (1), second half of Sentence 1 AktG (German Stock Corporation Law):

B. Presentation of the parties

I. euromicron AG and the euromicron Group

1. Overview

The listed company euromicron AG is entered in the commercial register of Frankfurt/Main Local Court under HRB 45562. It has its registered offices in Frankfurt/Main.

2. Fiscal year, purpose of the company

euromicron AG's fiscal year is the calendar year.

The purpose of the company is the development and distribution of mechanical, electrical and electronic components and systems, including software and engineering services for them. The company can achieve this purpose itself or through subsidiaries and associated companies.

The company can undertake all business transactions suited to promoting the purpose of the company. The company can take a participating interest in other companies in Germany and abroad, acquire them, assume management of them, establish branch offices and conclude affiliation agreements with other companies.

3. Capital stock, shares, shareholders and stock exchange trading

The capital stock of euromicron AG is €17,037,017.44 and is divided into 6,663,799 no-par value registered shares (ordinary shares).

According to the last voting rights notifications issued, Universal Investment holds 4.92% of the shares and Allianz Global Investors Kapitalanlagegesellschaft mbH 3.98%. The other shares are free float.

The shares are admitted to stock market trading.

4. Management bodies of euromicron AG

The Executive Board of euromicron AG consists of Dr. Willibald Späth (Chairman) and Thomas Hoffmann.

The Supervisory Board of euromicron AG is composed of Dr. Franz-Stephan v. Gronau (Chairman), Mr. Josef Ortolf, Dipl.-oec. (Deputy Chairman) and Dr. Andreas de Forestier.

5. Business activity

euromicron AG is a leading national, Europe-oriented vendor of complete infrastructure solutions for communications, security and data networks and is a manufacturer, system integrator as well as distributor. The company unites top-level development, project planning, consulting and purchasing know-how and offers its customers from all sectors a one-stop shop for tailor-made, vendor-independent solutions for all network applications. The company provides an extensive range of services – from design, planning, procurement and installation to maintenance and service. The euromicron Group has a comprehensive network of branch offices in Germany and numerous European locations.

6. Business performance and earnings situation of euromicron AG and the euromicron Group

a) *Key data for fiscal years 2009, 2010 and 2011*

Following the buy-and-build phase from 2002 to 2008, the euromicron Group has significantly expanded its core business. Fiscal years 2009 and 2010 mainly revolved around the build-and integrate phase. In fiscal 2010, earnings before interest and taxes (EBIT) were €20.1 million (previous year: €16.4 million), earnings before taxes (EBT) €17.2 million (previous year: €13.4 million) and consolidated income €11.5 million (previous year: €9.8 million). Consolidated sales in fiscal 2010 were €203.6 million (previous year: €179.6 million).

Fiscal 2011 was mainly shaped by the acquisition of the business operations of telent GmbH and three other company acquisitions via asset deals, as well as the start of integration of the new divisions. The euromicron Group managed to expand its business volume significantly by approximately 50%. The average number of employees rose from 1,081 in 2010 to 1,455 in 2011. Financing of growth was secured by a capital increase at the end of 2011. In addition, the Group's financing structure was optimized in favor of long-term financial debt.

In fiscal 2011, EBIT was €24.2 million, EBT €17.9 and consolidated income €12.2 million. Consolidated sales in fiscal 2011 were €305.3 million; new orders increased by around 50% to €309.2 million (previous year: €205.6 million).

b) *Business performance in fiscal 2011*

The euromicron Group got off to a good start in fiscal 2011 on the basis of new orders of approximately €127.5 million. It was able to continue unswervingly with its profitable growth course of the past years. Against the backdrop of the current phase of the build-and-integrate strategy, 2011 was mainly characterized by the early acquisition and subsequent careful integration of telent GmbH, company mergers and exceptionally strong organic growth. Apart from permanent improvement in the general conditions for operational business, there was particular focus in the past year on optimizing the corporate and financing structures. As expected, the results of operations were impacted by the acquisitions and the EBIT margin was just under 8%, at the lower end of the Group's target range of 8% to 11%.

c) *Outlook for the current fiscal year*

The stable data from the German economy, good forecasts for euromicron's traditional markets and the high order books are an excellent springboard for 2012.

In the next two fiscal years, the focus will be on organic growth and further optimization of the company's structures as part of integration. In this, not only value-adding processes, but also sales and administration processes will be reviewed with a view to enhancing their efficiency and again achieving and maintaining an EBIT return within the target the Group has set itself of between eight and eleven percent on the basis of the sharp increase and continuing growth in sales.

II. euromicron GmbH

1. Overview

euromicron GmbH is entered in the commercial register of Frankfurt/Main Local Court under HRB 84373. It has its registered offices in Frankfurt/Main.

2. Fiscal year, purpose of the company

euromicron GmbH's fiscal year is the calendar year.

The purpose of the company is all types of management and service business, in particular the acquisition and management of participating interests in Germany and abroad and the management of real estate, as well as conducting of all business transactions connected to such operations.

The company can undertake all business transactions that promote its purpose directly or indirectly. It can take participating interests in other companies in the same or a similar line of business in any suitable form or acquire such companies, take over management of them or establish branch offices and in doing so assume unlimited liability.

The company can also be a controlled company as part of an integrated inter-company relationship for fiscal purposes. The shareholders' meeting can authorize management to conclude a profit and loss transfer agreement.

3. Nominal capital, shareholders

The nominal capital of euromicron GmbH is €26,000.00 and is divided into one share with a nominal amount of €26,000.00. The equity capital of euromicron GmbH was €2,625,395.20 at December 31, 2011.

The only shareholder of euromicron GmbH is euromicron AG.

4. Management bodies of euromicron GmbH

The Managing Director of euromicron GmbH is Mr. Frank Walter.

5. Business activity

The business activity of euromicron GmbH comprises the provision of purchasing/IT and technology services, communications management, fleet and insurance management and legal consulting for the euromicron Group, including the conclusion of consultancy agreements with lawyers, conducting of market studies, management and leasing of the property in Grünstadt and holding of the 90% stake in Qubix S.p.A. (Italy).

6. Business performance and earnings situation of euromicron international services GmbH

a) *Key data for fiscal years 2009, 2010 and 2011*

In 2008 to 2010, the company commenced and established its business activity in connection with the provision of services within the euromicron Group. The conclusion of agreements with lawyers and external consultants, conducting of market studies, management and leasing of the property in Grünstadt and holding of the 90% stake in Qubix S.p.A. (Italy) supplement the company's portfolio of services.

In fiscal 2010, earnings before interest and taxes (EBIT) were €933.5 thousand (previous year: € -87.7 thousand), earnings before taxes (EBT) €863.3 thousand (previous year: € -157.6 thousand) and income €910.2

thousand (previous year: € -157.8 thousand). Sales in fiscal 2010 were €64.9 thousand (previous year: €70.4 thousand).

In fiscal 2011, the workforce was expanded in the areas of IT and purchasing in view of the increase in tasks due to the growth of the euromicron Group.

In fiscal 2011, EBIT was €2,009.4 thousand, EBT €1,924.5 thousand and income €1,872.4 thousand. Sales in fiscal 2011 were €81.8 thousand.

b) *Business performance in fiscal 2011*

As a result of the euromicron Group's strong growth, sharp improvements in euromicron's general terms were achieved in all areas of central purchasing in the past fiscal year. In addition, centralization of the strategy and infrastructures at the Group in the field of IT was launched as part of projects and this process was stepped up throughout the euromicron Group as a service. The increase in business volume and expansion of the range of services resulted in a sharp rise in revenue in this area.

The revenue from property leasing was constant in the past fiscal year, whereas income from investments was grown significantly. Overall, there was a sharp increase in total revenue and income in fiscal 2011.

c) *Outlook for the current fiscal year*

The stable data for the German economy and good forecasts for the euromicron Group are an excellent springboard for the business of euromicron international services GmbH in fiscal 2012.

As part of optimization of corporate structures and integration in the euromicron Group, the range of services offered by the company will grow in importance in the future. In addition, further expansion of the range of services and an increase in project activities are planned, where they offer potential for developing the company.

C. Reasons for concluding the controlling and profit and loss transfer agreement

I. Deepening of the existing group relationship

euromicron GmbH (formerly KASYS – Netzwerktechnik GmbH Kabel-Anschlußtechnik) has been part of the euromicron Group since 2001. The controlling and profit and loss transfer agreement is intended to round out the financial, economic and organizational integration of euromicron GmbH in euromicron AG, facilitate efficient coordination of operational decisions by both companies and so promote integration of euromicron GmbH in the euromicron Group.

II. Tax reasons for concluding the controlling and profit and loss transfer agreement

1. Establishment of an inter-company relationship for tax purposes

Conclusion of the controlling and profit and loss transfer agreement, which will run for at least five years, is primarily due to tax reasons, since it aims to establish an integrated inter-company relationship for the purpose of value-added tax, corporation income tax and trade tax.

2. Consequences of the inter-company relationship for tax purposes

The euromicron Group's tax structure can be optimized by conclusion of the controlling and profit and loss transfer agreement. The controlling and profit and loss transfer agreement enables taxable profits and losses of euromicron AG to be offset with taxable losses and profits of euromicron GmbH thanks to offsetting of profits and losses of the controlling company (euromicron AG) and controlled company (euromicron GmbH).

The taxable income of euromicron GmbH in Germany will no longer be taxed at the level of euromicron GmbH if an inter-company relationship for tax purposes exists. Instead, the taxable positive or negative income will be attributed to euromicron AG, which will then pay tax on it. This permits direct offsetting of taxable earnings of euromicron GmbH with the taxable earnings of euromicron AG and the subsidiaries belonging to the scope of consolidation of euromicron AG.

In addition, conclusion of the profit and loss transfer agreement between euromicron AG and euromicron GmbH will have a positive effect on liquidity for the euromicron Group insofar as the profits transferred by euromicron GmbH to euromicron AG are not subject to deduction of capital gains tax, including the solidarity surcharge. If a profit and loss transfer agreement were not concluded, the deducted taxes would in principle only be refunded as part of the assessment of corporation income tax for euromicron AG. Moreover, profit transfers, unlike with a profit distribution by euromicron GmbH, are not subject to the imputed 5% prohibition on deduction of operating expenses as specified by Section 8b (5) KStG (German Corporation Tax Act).

III. No equivalent alternatives

There are no equivalent alternatives to conclusion of the intended controlling and profit and loss transfer agreement. In particular, a merger of euromicron GmbH with euromicron AG or integration of euromicron GmbH in euromicron AG, for example, are out of the question for the following reasons:

1. Merger of euromicron GmbH with euromicron AG

A merger of euromicron GmbH with euromicron AG or with another legal entity is ruled out as an alternative. A merger would entail far higher costs than conclusion of a controlling and profit and loss transfer agreement, but unlike the latter would not produce any additional advantages of mention. In the event of a merger, euromicron GmbH would also cease to exist as an independent legal entity, which is not intended by the parties.

2. Integration of euromicron GmbH in euromicron AG

Integration in the Group as envisaged by Sections 319 et seq. AktG (German Stock Corporation Law) is not possible in this case since only a company with the legal form of a stock corporation can be integrated in another stock corporation.

IV. No compensatory payment or compensation for outside shareholders

Since euromicron AG holds all the shares in euromicron GmbH, it is not necessary to set a reasonable compensatory payment (Section 304 AktG (German Stock Corporation Law) analogously) or reasonable compensation (Section 305 AktG (German Stock Corporation Law) analogously) for outside shareholders.

In view of the effects of the controlling and profit and loss transfer agreement presented in Sections I to IV above, the Executive Board of euromicron AG and management of euromicron GmbH concur in proposing that the shareholders of euromicron AG and the shareholders of euromicron GmbH give their consent to the controlling and profit and loss transfer agreement.

D. Explanation of the contents of the controlling and profit and loss transfer agreement

I. Management (Section 1 of the controlling and profit and loss transfer agreement)

In Section 1 of the controlling and profit and loss transfer agreement, euromicron GmbH subordinates management of it to euromicron AG, with the consequence that euromicron AG can issue instructions to management of euromicron GmbH. This right to issue instructions extends concretely to all managerial activities of the Managing Directors of euromicron GmbH within the limits defined by the purpose of the company. Instructions by euromicron AG must be followed by euromicron GmbH even if they are disadvantageous for the latter, provided they serve the interest of euromicron AG or another affiliated group company. However, the right of euromicron AG to issue instructions does not extend to decisions relating to the continuation, amendment or termination of the controlling and profit and loss transfer agreement.

II. Dispensability of a compensatory payment and cash compensation (Section 2 of the controlling and profit and loss transfer agreement)

Since euromicron AG holds all the shares in euromicron GmbH, it is not necessary to set a reasonable compensatory payment (Section 304 AktG (German Stock Corporation Law) analogously) or reasonable compensation (Section 305 AktG (German Stock Corporation Law) analogously) for outside shareholders.

III. Transfer of profits (Section 3 of the controlling and profit and loss transfer agreement)

Section 3 (1) of the controlling and profit and loss transfer agreement contains the constitutive provision for a profit and loss transfer agreement, namely that euromicron GmbH is obliged to transfer its entire profit to euromicron AG. The agreement defines – in compliance with the statutory provision in Section 301 AktG (German Stock Corporation Law) – how the profit to be transferred is calculated: The following is to be transferred, subject to the setup and reversal of other revenue reserves in accordance with Section 3 (2): The net income for the year generated without the profit transfer, minus any loss carried forward from the previous year and transfers to the other revenue reserves in accordance with Section 3 (2) and plus any amounts withdrawn from the other revenue reserves in accordance with Section 3 (2). In addition, Section 3 (5) of the controlling and profit and loss transfer agreement refers to the provisions on calculating the profit to be transferred in the applicable version of Section 301 AktG (German Stock Corporation Law) (analogously).

In particular, the profit transfer has the effect that as of the fiscal year in which the obligation to transfer profits takes effect in accordance with Section 6, the annual financial statements of euromicron GmbH will not have any net income for the year which could be distributed. The entire profit must be transferred subject to the obligation to transfer profits.

IV. Assumption of losses (Section 4 of the controlling and profit and loss transfer agreement)

In Section 4 of the controlling and profit and loss transfer agreement, euromicron AG undertakes to offset any net loss for the year made by euromicron GmbH during the term of the agreement, provided the loss is not offset by the withdrawal of amounts from the other revenue reserves which were allocated to the other revenue reserves during the term of the agreement. This obligation to assume losses ensures that the balance sheet equity of euromicron GmbH at the time the controlling and profit and loss transfer agreement takes effect is not reduced during the term of the agreement.

In accordance with rulings by the supreme court, euromicron AG can offset its own claims against a claim of euromicron GmbH offsetting a loss pursuant to Section 4 of the controlling and profit and loss transfer agreement only if the claim of euromicron AG is of intrinsic value. This is always not the case if the existence of euromicron GmbH is in jeopardy. This provision likewise secures the survivability of euromicron GmbH, which is contractually included in of the Group.

V. Due date, payment of interest (Section 5 of the controlling and profit and loss transfer agreement)

The entitlement to transfer of profits of euromicron AG and the entitlement of euromicron GmbH to have its losses offset accrue on the balance sheet date of euromicron GmbH and are due at that time. At the request of euromicron AG, euromicron GmbH is obliged to transfer the estimated profit in full or in part before the balance sheet date, provided there are sufficient indications for a positive earnings forecast.

Interest of 5 percent as of the balance sheet date (due date) is payable on the entitlement of euromicron GmbH to offsetting of its loss.

VI. Effectiveness (Section 6 of the controlling and profit and loss transfer agreement)

The controlling and profit and loss transfer agreement is concluded subject to the approval of the General Meeting of euromicron AG and the shareholders' meeting of euromicron GmbH. As regards the transfer of profits and assumption of losses, the controlling and profit and loss transfer agreement becomes effective upon its entry in the commercial register of euromicron GmbH and applies retroactively as of the beginning of the fiscal year of euromicron GmbH in which it is entered in the commercial register. As regards controlling of euromicron GmbH, the controlling and profit and loss transfer agreement becomes effective upon being entered in the commercial register of euromicron GmbH. However, the controlling and profit and loss transfer agreement will not become effective before midnight on December 31, 2011.

VII. Term and termination of the agreement (Section 7 of the controlling and profit and loss transfer agreement)

The controlling and profit and loss transfer agreement is concluded for an indefinite period of time. However, it cannot be terminated before it has run five years.

The right to terminate the controlling and profit and loss transfer agreement for an important reason remains unaffected. Such an important reason is, for example, if euromicron AG sells a part of its shareholding in euromicron GmbH such that the conditions for financial integration of euromicron GmbH in euromicron AG no longer exist in accordance with Section 14 (1) Sentence 1 No. 1 KStG (German Corporation Tax Act).

Frankfurt/Main, dated 5.4.12	Frankfurt/Main, dated 10.4.12
euromicron Aktiengesellschaft	euromicron international services GmbH

communication & control technology
- The Executive Board -

Dr. Willibald Späth

Thomas Hoffmann

- ein Unternehmen der euromicron Gruppe -
- Management -

Frank Walter

Annex

Controlling and profit and loss transfer agreement

between

euromicron Aktiengesellschaft
communication & control technology
Frankfurt/Main

- hereinafter referred to as the "**controlling company**" -

and

euromicron international services GmbH
- ein Unternehmen der euromicron Gruppe -
Frankfurt/Main

- hereinafter referred to as the "**controlled company**" -

Preamble

(1) The controlled company, with registered offices in Frankfurt/Main, is entered in the commercial register of Frankfurt/Main Local Court under HRB 84373.

(2) The sole shareholder of the controlled company is the controlling company, which has its registered offices in Frankfurt/Main and is entered in the commercial register of Frankfurt/Main Local Court under HRB 45562.

(3) With regard to the financial integration of the controlled company into the controlling company's enterprise in order to create an integrated inter-company relationship within the meaning of Sections 14 and 17 KStG (German Corporation Tax Act) and Section 2 (2) Sentence 2 GewStG (German Trade Tax Act) and for the purpose of organizational integration of the controlled company into the controlling company's enterprise in accordance with Section 2 (2) No. 2 UStG (German Value-Added Tax Act), the Parties intend to conclude the following controlling and profit and loss transfer agreement.

Section 1
Management

The controlled company shall subordinate itself to management by the controlling company. The controlling company shall accordingly be authorized to issue instructions to the management of the controlled company as to how the controlled company must be managed. This right of the controlling company to issue instructions shall not extend to decisions relating to the continuation, amendment or termination of this agreement.

Section 2
Dispensability of a compensatory payment and cash compensation

A reasonable compensatory payment in accordance with Section 304 (German Stock Corporation Law) and reasonable compensation in accordance with Section 305 (German Stock Corporation Law) shall not be granted, since the controlling company is the sole shareholder of the controlled company (cf. Section 304 (1) Sentence 3 and 305 (1) AktG (German Stock Corporation Law).

Section 3
Transfer of profits

(1) The controlled company undertakes to transfer its entire profit determined in accordance with the provisions of the German Commercial Code (HGB) to the controlling company. The following shall be transferred, subject to the setup and reversal of other revenue reserves in accordance with Section 3 (2): The net income for the year generated without the profit transfer, minus any loss carried forward from the previous year and transfers to the other revenue reserves in accordance with Section 3 (2) and plus any amounts withdrawn from the other revenue reserves in accordance with Section 3 (2).

(2) The controlled company can, with the consent of the controlling company, transfer amounts from its net income for the year to the other revenue reserves (Section 272 (3) HGB (German Commercial Code)) if this is permitted under the German Commercial Code and is economically justified in accordance with prudent business practice. If other revenue reserves in accordance with Section 272 (3) HGB (German Commercial Code) are set up during the term of this agreement, the controlling company can demand that these reserves are withdrawn and transferred as profit or used to compensate for a net loss for the year or a loss carryforward.

(3) The obligation of the controlled company to transfer its entire profit shall also include the profit from the sale of all its assets, if and insofar as such transfer is legally permissible. This shall not apply to profits accruing after dissolution of the controlled company.

(4) Amounts from the reversal of revenue reserves and profits carried forward which were set up or accrued before the term of this agreement commences and capital reserves set up before or during the term of this agreement in accordance with Section 272 (2) HGB (German Commercial Code) shall not be paid over. The distribution of amounts from the reversal of such other revenue reserves that existed prior to the agreement and such capital reserves set up before or during the term of this agreement in accordance with Section 272 (2) HGB 2 HGB (German Commercial Code) outside this controlling and profit and loss transfer agreement shall be permitted.

(5) The provisions of Section 301 AktG (German Stock Corporation Law) (in its applicable version) shall always be observed analogously.

Section 4
Assumption of losses

The controlling company undertakes toward the controlled company to assume the latter's losses in accordance with the provisions of Section 302 AktG (German Stock Corporation Law) (in its entirety and in all its elements) in its applicable version (or provisions replacing it).

Section 5
Due date, payment of interest

(1) The obligation to transfer profits or offset losses shall arise on the balance sheet date of the controlled company and shall be due at that time. At the request of the controlling company, the controlled company shall be obliged to transfer the estimated profit in full or in part before the balance sheet date, provided there are sufficient indications for a positive earnings forecast.

(2) Interest of 5 percent as of the balance sheet date (due date) shall be payable on the entitlement to offsetting of a loss.

Section 6
Effectiveness

This agreement shall be concluded subject to the approval of the General Meeting of the controlling company and the shareholders' meeting of the controlled company. As regards the appropriation of net income (transfer of profits and assumption of losses), the agreement shall become effective upon its entry in the commercial register of the controlled company and shall apply retroactively as of the beginning of the fiscal year of the controlled company in which it is entered in the commercial register of the controlled company. As regards controlling of the controlled company, the agreement shall become effective upon being entered in the commercial register of the controlled company. However, the agreement shall not become effective before midnight on December 31, 2011, as regards the appropriation of net income and controlling.

Section 7
Term and termination of the agreement

(1) The agreement shall be concluded for an indefinite period of time. It can be terminated by either Party with a period of notice of six months to the end of each fiscal year of the controlled company. It can be terminated for the first time at the earliest to the end of the fourth fiscal year of the controlled company following the fiscal year as of which the agreement takes effect and insofar as at least 5 years in time (60 months) have elapsed from when this agreement took effect. Notice of termination shall be issued by registered post. The date on which the notice of termination is received by the other company shall be authoritative in defining whether the deadline has been complied with.

(2) This agreement can be terminated prematurely without a period of notice only for an important reason. Section 297 (1) AktG (German Stock Corporation Law) shall remain unaffected. An important reason shall be in particular the cases specified in Directive 60 (6) of the German Corporation Tax Directives (2004), relocation of the registered offices of the controlling company to abroad, a change in form of the controlled company, relocation of the registered offices of the controlled company to abroad, and transfer of shares in the controlled company resulting in a cessation of the financial integration in accordance with Section 14 (1) Sentence 1 No. 1 KStG (German Corporation Tax Act).

(3) If the requirements for tax recognition of the integrated inter-company relationship under German corporation tax law and trade tax law or its proper execution are, contrary to all expectations, not met during the five-year period as defined in Section 7 (1) Sentence 3, the five-year period shall not commence, contrary to Section 7 (1) Sentence 3, until the first day of the fiscal year following the year in which the requirements for recognizing the integrated inter-company relationship under tax law or for its execution were not met.

Section 8
Final provisions

(1) If individual provisions of this agreement are or become void or invalid, this shall not affect the remaining provisions of the agreement. In this case, a provision which corresponds as closely as possible to the intended purpose of the void or invalid provision in legal and economic terms shall be agreed. The same shall apply to any additional interpretation of the agreement if it contains a gap. If a provision is unfeasible or invalid due to the scope of performance or in relation to a date or time, a legally permissible arrangement which corresponds as closely as possible to the invalid or unfeasible scope of performance or date/time shall be deemed as having been agreed.

(2) Any amendments to or modifications of this agreement shall only be valid when given in writing, unless another form is prescribed. This shall also apply to this Section 8 (2). 2.

Frankfurt/Main, ______________________

On behalf of euromicron Aktiengesellschaft communication & control technology

by ______________________________________
Dr. Willibald Späth

by ______________________________________
Thomas Hoffmann

On behalf of euromicron international services GmbH - ein Unternehmen der euromicron Gruppe -

by ______________________________________
Frank Walter