

KAZAKHSTAN B2C E-COMMERCE MARKET 2015 PUBLICATION DATE: NOVEMBER 2015

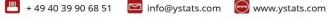
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ABOUT YSTATS.COM

- 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 sectorleading companies worldwide.
- Our multilingual staff researches, gathers, filters and translates information from thousands of reputable sources to synthesize accurate and timely reports in our areas of expertise, covering more than 100 countries and all global regions.
- Our market reports focus predominantly on online retail and payments, but also cover a broad range of related topics including M-Commerce, Cross-Border E-Commerce, E-Commerce Delivery, Online Gaming and many others.
- Given our numerous citations in leading media sources and journals worldwide, including Forbes and the Wall Street Journal, we are considered one of the most highly-reputed international secondary market research companies with an expertise in the areas of B2C E-Commerce and Online Payment.

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KAZAKHSTAN B2C E-COMMERCE MARKET 2015

GENERAL INFORMATION

Title: Kazakhstan B2C E-Commerce Market 2015 PRODUCT DETAILS

> Type of Product: Market Report Category: **B2C E-Commerce**

Covered Regions: N/A

Covered Countries: Kazakhstan Language: **English**

Formats: PDF & PowerPoint

Number of Charts: 37

Single User License: PRICES* € 450 (exc. VAT)

> Site License: € 675 (exc. VAT) Global Site License: 900 (exc. VAT)

QUESTIONS ANSWERED

What is the size of the B2C E-Commerce market in Kazakhstan and what are its growth prospects?

Which trends are prominent in B2C E-Commerce in this country?

Which product categories are most purchased by online shoppers in Kazakhstan? **IN THIS REPORT**

Who are the leading B2C E-Commerce players there?

SECONDARY MARKET **RESEARCH**

Our reports are exclusively based on secondary market research. Our researchers derive information and data from a variety of reliable published sources and compile the data into

understandable and easy-to-use formats.

Maximum Objectivity **ADVANTAGES**

> **Reliable Sources Up-To-Date Analysis**

Boardroom-Ready PowerPoint Presentations **Guidance For Strategic Company Decisions**

NOTES

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KAZAKHSTAN B2C E-COMMERCE MARKET 2015 KEY FINDINGS



B2C E-COMMERCE IS DEVELOPING IN KAZAKHSTAN

Kazakhstan is the largest and the most advanced B2C E-Commerce market in the emerging region of Central Asia and Caucasus, with triple-digit sales figures in millions of U.S. dollars, as revealed in the report by yStats.com. Still, B2C E-Commerce accounts for less than 2% of total retail sales in the country, indicating significant room for growth. Among the growth drivers are the increasing Internet penetration, reaching over 50% of the population in 2014, and growing interest in online shopping, especially among the young population.

One of the challenges to the B2C E-Commerce market in Kazakhstan is the dominance of cash on delivery as the payment method, yStats.com reports. Close to half of online shoppers used this method to pay for purchases made over the Internet in 2014. Nevertheless, online payment with bank cards is growing, accounting for one-fifth of all bank card payments by mid-2015. Clothing, cosmetics and food were among the product categories most purchased online in Kazakhstan last year, while the largest average purchase was attributed to the travel category.

Three out of the top five online shops outside the online travel sector in Kazakhstan are foreign-based, including Lamoda and Wildberries, both specialized in clothing and based in Russia, and Germany-based Otto Group which operates a number of online stores in Kazakhstan. However, in the past two years the share of local online shops in overall B2C E-Commerce sales more than doubled, according to yStats.com's findings. Among the local outlets, electronics retailer Arena S ranked in the top five by online sales, while one of the largest Internet holdings, the Chocofamily Holding, also based in Kazakhstan, saw rapid growth of its online shopping platforms.



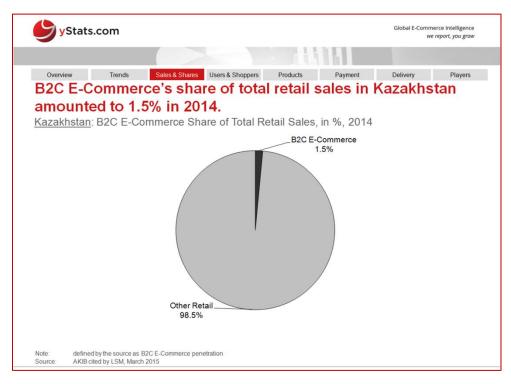
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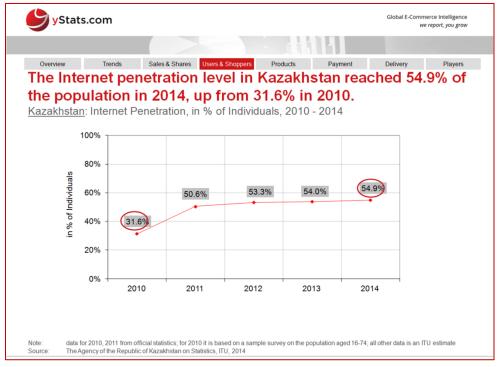
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KAZAKHSTAN B2C E-COMMERCE MARKET 2015 REPORT-SPECIFIC SAMPLE CHARTS







KAZAKHSTAN B2C E-COMMERCE MARKET 2015 **METHODOLOGY**

GENERAL METHODOLOGY OF OUR MARKET REPORTS

- 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 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.
- Our reports include text charts, pie charts, bar charts, rankings, line graphs and tables. Every chart contains an Action Title, which summarizes the main idea/finding of the chart and a Sub Title, which provides necessary information about the country, the topic, units or measures of currency, and the applicable time period(s) to which the data refers. With respect to rankings, it is possible that the summation of all categories

- amounts to more than 100%. In this case, multiple answers were possible, which is noted at the bottom of the chart.
- 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.
- 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.
- When providing information about amounts of money, local currencies are most often used. When referencing currency values in the Action Title, the EUR values are also provided in brackets. The conversions are always made using the average currency exchange rate for the respective time period. Should the currency figure be in the future, the average exchange rate of the past 12 months is used.
- 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.

METHODOLOGY OF OUR KAZAKHSTAN B2C E-COMMERCE MARKET 2015 REPORT

- This report covers the B2C E-Commerce market in Kazakhstan.
- The report starts with an overview of development of B2C E-Commerce in the respective country and international comparisons.
- Next, the "Trends" section provides an overview of the related market trends, such as M-Commerce and Cross-Border B2C E-Commerce.
- The section "Sales & Shares" includes the development of B2C E-Commerce sales, including historical sales and a forecast. Furthermore, this section shows information about B2C E-Commerce's share of the total retail market.
- In the "Users & Shoppers" section, a review of the development of Internet penetration is included. Moreover, a ranking of online activities of Internet users, including online shopping, is provided.
- Afterwards, the section "Products" shows the leading product categories purchased online.
- The next two sections, "Payment" and "Delivery", cover information related to delivery and payment methods most used by online shoppers. With regard to payment, data on online payment transactions with bank cards, such as number and value of transaction, is included.
- Finally, the "Players" section includes information about the leading B2C E-Commerce players, ranked by sales.





KAZAKHSTAN B2C E-COMMERCE MARKET 2015 RELATED REPORTS

PUBLISHED RELATED REPORTS

| REPORT | PUBLICATION DATE | PRICE * |
|---|---------------------|-----------|
| Central Asia and Caucasus B2C E-Commerce Market 2015 | November 2015 | € 1,450 |
| Asia-Pacific B2C E-Commerce Market 2015 | October 2015 | € 3,450 |
| China B2C E-Commerce Market 2015 | September 2015 | € 950 |
| India B2C E-Commerce Market 2015 | September 2015 | € 950 |
| Southeast Asia B2C E-Commerce Market 2015 | September 2015 | € 1,950 |
| Indonesia B2C E-Commerce Market 2015 | August 2015 | € 750 |
| Thailand B2C E-Commerce Market 2015 | August 2015 | € 750 |
| Top 8 Global B2C E-Commerce Country Sales Forecasts: 2015 to 2018 | July 2015 | € 2,950 |
| Asia-Pacific Online Payment Methods: First Half 2015 | August 2015 | € 750 |
| Europe Online Payment Methods: First Half 2015 | August 2015 | € 750 |
| Global Online Payment Methods: First Half 2015 | July 2015 | € 1,950 |
| Global Cross-Border B2C E-Commerce 2015 | August 2015 | € 2,950 |
| Asia-Pacific Cross-Border B2C E-Commerce 2015 | August 2015 | € 950 |
| Europe Cross-Border B2C E-Commerce 2015 | August 2015 | € 1,950 |
| Eastern Europe B2C E-Commerce Market 2014 | October 2014 | € 4,950** |
| Russia B2C E-Commerce Market 2014 | October 2014 | € 950 |

UPCOMING RELATED REPORTS

| REPORT | PUBLICATION DATE | PRICE* |
|---|---------------------|---------|
| Eastern Europe B2C E-Commerce Market 2015 | December 2015 | € 1,950 |
| Russia B2C E-Commerce Market 2015 | December 2015 | € 950 |

^{*} All prices exclude VAT. All above-mentioned prices reflect the value of a Single User License. Prices for Site Licenses are 1.5x the Single User License price. Prices for Global Site Licenses are 2x the Single User License price. For more information regarding our Licenses, please see our Frequently Asked Questions section of this Product Brochure or refer to our Order Form.
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QUOTES FROM OUR CLIENTS

TRAVIS WITTEVEEN CHIEF OPERATING OFFICER - MARKETS AND OPERATIONS AVIRA GMBH: LEADING EUROPEAN SOFTWARE COMPANY

"As a company that operates on a global level, the research results that yStats.com provides represent significant added benefit for us. The comprehensive analyses are executed quickly and flexibly. Furthermore, they are a reliable resource for helping us to make strategic decisions."

IRIS STÖCKL **DIRECTOR INVESTOR AND PUBLIC RELATIONS** WIRECARD AG: LEADING E-BANKING COMPANY

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STEVE ROTTER VICE PRESIDENT OF MARKETING **BRIGHTCOVE, INC.: LEADING ONLINE VIDEO COMPANY**

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DR. MARCUS ACKERMANN MEMBER OF THE EXECUTIVE BOARD **BONPRIX: LEADING ONLINE SHOPPING COMPANY**

"When we need the latest trends and statistics on the retail, homeshopping and e-commerce market, we turn to yStats. com. yStats.com turns the data into concise information that is objective and reliable. yStats.com delivers a cost-efficient and time saving research service for our company."

SELECTED CLIENTS

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- Google
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- eBay
- Skype
- Newegg
- Avira
- Digital River
- First Data
- Deutsche Telekom
- 1&1
- Brightcove

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- Credit Suisse
- Bank of America Merrill Lynch
- Citigroup
- Oppenheimer & Co.
- Morgan Stanley

CONSULTING

- **Boston Consulting Group**
- Deloitte
- Bain & Company
- Accenture

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- OTTO Group
- Amway
- Costco
- Tchibo Direct
- Diesel

OTHER

- Nintendo
- Bwin
- Lego
- Redbull
- BASE
- Beiersdof

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FREQUENTLY ASKED QUESTIONS

ABOUT US

Why use yStats.com?

yStats.com can be your provider of the most current B2C E-Commerce data. Whether you seek country-specific, topic-specific, regional or global information, we ensure through secondary market research maximum objectivity for all data obtained. With our boardroom-ready PowerPoint presentations you save time and money.

What are the benefits of secondary market research?

Secondary research is a not only a cost-effective alternative to conducting primary research studies, but it is also a time-efficient solution. Our researchers derive information and data from a variety of reliable published sources and compile the data into understandable and easy-to-use formats

Does yStats.com provide consulting services?

No, we do not provide consulting services in any form.

OUR PRODUCTS

What types of Products does yStats.com offer?

yStats.com offers individual market reports and full access subscriptions. The full collection of our reports can be found on our website. A list of soon-to-be-published reports can be found in the Upcoming Reports Section on our homepage. For a more extensive list of upcoming reports, please contact us directly. For more information about our full access subscription, please see our Full Access page. Apart from market reports and subscription, yStats.com also offers custom research services.

What is your research methodology?

Our reports are exclusively based on secondary market research. Our researchers derive information and data from a variety of previously published, reliable sources and compile the data into understandable and easy-to-use formats.

From which sources is information for reports derived?

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 data obtained.

Is information in the reports comparable across countries?

Due to the fact that information included in the market reports is derived from different sources which might rely on different definitions, some information might not be comparable across countries.

What are the report format options?

Our reports are published in PDF and PowerPoint formats. Power-Points are ready-to-use for boardroom presentations, but also easily editable to suit your business needs!

Does yStats.com offer reports in other languages?

All of our reports are published in English at this time.

How can I find the most relevant report?

On our website, you can use various search features or search by keyword. You can also contact us directly describing your research needs and we will help you find the appropriate report that satisfies

How do I know which license to choose?

When purchasing a report, you must select the appropriate license. A Single User License: allows one user to access the downloaded report. A Site License: allows up to ten (10) users of a company within a specified geographic area (i.e country) to access the downloaded report. A Global Site License: allows up to ten (10) users of a company worldwide to access the downloaded report. Please choose the appropriate license with care, as all purchase are subject to our Terms & Conditions.

Can I purchase only selected parts of a report?

Unfortunately, our market reports are only sold as a whole.

Is there an overlap between country, regional and global reports on the same topic?

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I would like to see a sample of a report. Where can I find it?

Free sample charts from each report can be viewed in the product brochure. Also a standard free sample is available for download from each report page. To get an idea what our reports look like you can download a standard Free Full Report from our online shop.

For a full version of a Frequently Ask Questions, please visit: https://www.ystats.com/faq-by-section/









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Yes, we do have a number of subscription options called "Full Access". Full Access subscribers gain access to all B2C E-Commerce and online payment reports in our collection, plus access to all new reports published within the duration of their subscription. They benefit from immediate access to global coverage. Full Access subscribers enjoy the benefits of a Global Site Licence, which allows up to 10 employees from the company worldwide to access the reports. Some leading international enterprises subscribe to our reports to get the most comprehensive insight into B2C E-Commerce and online payment markets worldwide contained in our market reports collection and ensure cost efficiency. There are several Full Access subscription options varying in duration. For more information on our various Full Access Subscription offers, see our Full Access Subscription page and contact us.

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Apart from market reports, we also offer Custom Research. With our Custom Research solutions, you receive research tailored to your needs, answering your specific questions. The Custom Research types include In-Depth Industry Research, Competitive Intelligence and Company Profiles, Corporate Customer Identification in international markets, Investor Snapshots and Country Fact Sheets.

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Our reports can be purchased most easily through our Online Shop, but are also available for purchase offline.

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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.

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- 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
- 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 5.3 below and the other provision
- 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 any E-Commerce 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 those reports as a "Global Site License" in accordance with Section 5.3 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

3.1 Onlines explices say greed upon orderwise in whiting, into the tribute 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

4.3 If a lister wite that go upon the stope as 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 n the Order Form

4.6 All customers' 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 unappeasable 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

■ 5. INTELLECTUAL PROPERTY RIGHTS AND INDEMNITIES

5. IN ILLECT LOAD 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 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.

5.3 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 set out in the Order Form.

5.4 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.

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

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.

7.1 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 o 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:
a) procuring for the customer the right to use the service; or
b) 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. LI class of intentional misconduct and gross negligence, we are fully liable pursuant to applicable law.
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 – subtect 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 damages.

mage to life, body or health – is limited to typical and at the time of the formation of this Contract foreseeable

9.4 The aforementioned limitations do also apply to our liability for fault by our bodies, employees and vicari-

ous 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: a) were already known or accessible to any third party at the time of disclosure;

b) which is lawfully disclosed to you by a third party that is not subject to a confidentiality obligation regarding this data or information;

c) must be disclosed by order of and to a government agency or another competent third party; and d) 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

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

■ 11. IURISDICTION, 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.