



No.1 Business Communication

by Hosting Solution HPS GmbH Postfach 643, CH-9500 Wil, Switzerland



The No.1 BC™ Card

Hacking telephone calls and text messages -"It's so simple".

Everybody who has confidential information can be bugged by others.

We are not using standard VoIP protocols, our system is "impenetrable" and meets the latest crypto requirements and does not fit to existing "well used" protocols for "official" and "unofficial" hackers.

Your solution is our tamper-resistant hardware, the No.1 BC™ Card



"With this card you are buying yourself security, privacy and freedom"

**HSDPA
UMTS**

HSDPA
UMTS



520+ MHz
CPU



WiMAX

WiMAX



BlackBerry



Windows
Mobile

**edge
3G**

EDGE / 3G



Wi-Fi



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Our Solution

Bug proof communication by the worldwide safest encoding for Voice over IP telephony. The simple handling, maximum safety and the absolute use of mobile phones (Smartphones) make this system unique.

With the No.1BC™ Card it is for the first time available for everyone, which was the prerogative of the privilege few i.e. politicians and officials.

Making hack proof telephone calls and text messages with mobile phones – **100% legal and without technical difficulties.**

No.1BC™ provides a separate secure channel on your mobile phone, enabling protected **voice over IP (VoIP) and text communication, file transfer**, with maximum security, thanks to our three part protected system.

Until now this level of security was only available for encoding of data streams, banking transactions or VPN access.No.1BC™ is the world's first proprietary system for encoding your mobile phone, without the need for specially manufactured phone equipment, but can be used on standard Smartphones.

So if you deal with sensitive topics and personal information, whether a private person or organization, then the **No.1BC™ system is for you.**

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Key Advantages of No.1 BC™

No.1 BC™ is certainly not the only system on the market for encryption of telephone conversations. Compared to previous solutions, the system of No.1 BC™ has many tangible benefits - both in terms of security of the system and the handling.

- Limited number of attempts on accessing the PIN-protected area of the No1.BC™Card, with Automatic self deletion function.
- The system PIN is not saved on the DB server; the hash PIN uses a key trap for PIN entry.
- No information from No1BC™ is stored on the handset i.e. contact lists.
- This is a private channel, just for use by No1.BC™ Cards only.
- Focus on important main functions telephony and data transmission, waiving additional functions to minimize risk of operator errors.
- Personal contact list is encrypted and stored on highly secure database servers, access possible only through personal access key.
- Connection to only authorized mutual contacts.
- Calls from unknown or unauthorized persons are not possible.

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System requierments

- You require a Smartphone with at least a 520+ MHz processor and a free microSD™ slot.
- Operating system for speech, chat and file transfer:
Windows Mobile Version 6 or higher, by Microsoft®.
- Operating system for, chat and file transfer:
Blackberry® from Model 8520 and OS 5.0 or higher
- In addition you require a broad-band Internet connection.
Suitable are the mobile phone standards HSDPA, UMTS and EDGE. Also wireless networks conforming to WiFi standard may be used.
- Best voice quality can be achieved by selecting an Internet connection with the shortest possible signal propagation time.



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The No.1 BC™ Card fulfils the following functions:

- Generation of key pairs - (on-card)
- Digital signature with asymmetrical encryption - (on-card)
- Symmetrical encryption - (on-card)
- Generation and export of true random numbers - (on-card)
- Limited number of attempts at accessing the PIN-protected area of the No.1 BC™ Card, with automatic deletion functions.

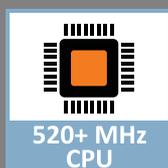
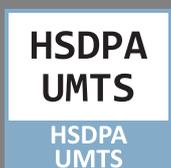


The No.1 BC™ Card is a combination of smart card and flash-memory card in microSD™ format. The No.1 BC™ Card operates with high efficiency and productivity without any security loss and in compliance with valid German BSI* regulations. The integrated Crypto chip meets the EAL 5+** criteria. The No.1 BC™-Card is tamper-resistant and based on the currently most powerful (2048-bit) encryption with a PIN-protected area.

The No.1 BC™ Card is hardware equipped with protected PIN area, which is **“absolutely hack proof; bug proof and resistant to all attempts of physical attacks” (3 wrong pin entry deletes all information held on the card).**

* BSI-DSZ-CC-0348-2006, Federal Agency for Security in Information Technology

** Evaluation Assurance Level 5+. EAL refers to evaluation assurance levels as defined in ISO/IEC Standard 15408, which provide information about security levels of products or systems





Deutsches IT-Sicherheitszertifikat

erteilt vom

Bundesamt für Sicherheit in der Informationstechnik



Bundesamt für Sicherheit
in der Informationstechnik

BSI-DSZ-CC-0348-2006

**Philips Secure Smart Card Controller
P5CT072V0P, P5CC072V0P,
P5CD072V0P and P5CD036V0P
each with specific IC Dedicated Software**

from

**Philips Semiconductors GmbH
Business Line Identification**



Common Criteria Arrangement
for components up to EAL4

The IT product identified in this certificate has been evaluated at an accredited and licensed/ approved evaluation facility using the *Common Methodology for IT Security Evaluation, Part 1 Version 0.6, Part 2 Version 1.0* extended by advice of the Certification Body for components beyond EAL4 and smart card specific guidance for conformance to the *Common Criteria for IT Security Evaluation, Version 2.1 (ISO/IEC 15408:1999)* and including final interpretations for compliance with Common Criteria Version 2.2 and Common Methodology Part 2, Version 2.2.

Evaluation Results:

PP Conformance: **Protection Profile BSI-PP-0002-2001**
Functionality: **BSI-PP-0002-2001 conformant plus product specific extensions
Common Criteria Part 2 extended**
Assurance Package: **Common Criteria Part 3 conformant
EAL5 / augmented by:
ALC_DVS.2 (Life cycle support - Sufficiency of security measures),
AVA_MSU.3 (Vulnerability assessment - Analysis and testing for insecure states),
AVA_VLA.4 (Vulnerability assessment - Highly resistant)**

This certificate applies only to the specific version and release of the product in its evaluated configuration and in conjunction with the complete Certification Report.

The evaluation has been conducted in accordance with the provisions of the certification scheme of the German Federal Office for Information Security (BSI) and the conclusions of the evaluation facility in the evaluation technical report are consistent with the evidence adduced.

The notes mentioned on the reverse side are part of this certificate.

Bonn, 28. March 2006

The President of the Federal Office
for Information Security



SOGIS - MRA

Dr. Helmbrecht

L.S.

Bundesamt für Sicherheit in der Informationstechnik

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General Business Conditions

Preamble

No.1BC™ performs its services solely and exclusively in compliance with the below terms and conditions which are fully accepted by Customer upon reception of these terms and conditions.

1. Subject of contract

1.1 No.1BC™ provides (exclusively) business (end) customers a technical opportunity of communicating via encrypted Internet lines by means of mobile phones. The system used is a 2048-bit encryption for the purpose of company-internal business communication. To this end, No.1BC™ provides the contractual product of the same name "No.1BC™", consisting of a hardware /software component as well as provision of an Internet service necessary for communication (hereinafter referred to as the „Contractual Product“).

1.2 The contractual product to be delivered to the end customer comprises supply of the hardware /software component (without mobile phone) as well as the pertaining Internet service for a period of one (1) year. The hardware component, together with packaging, documentation as well as contract records will be hereinafter referred to as „No1.BC Card“. The necessary wireless Internet access is not included in the contractual product and has to be separately purchased by customer.

1.3 All supplies by No.1BC™ are made under explicit reservation of ownership. This means that delivered No.1BC™ Cards remain in the ownership of No.1BC™ until full payment of the respective final price due.

1.4 In order to utilize the contractual product, customer has to have mobile phones as indicated in the respective up-to-date device list issued by No.1BC™. There is explicitly no claim derivable that the contractual product is compatible with every available mobile phone.

1.5 The exact scope of services is detailed in the respective performance descriptions.

2. Area of applicability

2.1 All business transactions between the parties shall be exclusively governed by the Business Conditions of No.1BC™. GBC of customer that deviate wholly or partially from these GBC will not be recognized. The GBC of No.1BC™ shall also apply exclusively when the services of No.1BC™ are unconditionally performed despite awareness of contradictory GBC of customer.

2.2 These GBC shall also apply to all future services, even if their applicability is not explicitly agreed.

2.3 No.1BC™ shall have the right, with consent of the customer, to modify the content of the concluded contract as well as these GBC, provided that such modification is reasonable for the customer under consideration of the interests of No.1BC™. The consent to such modification of the contract and these GBC shall be deemed granted when the customs does not contradict the modification within one (1) month following receipt of a notice of modification. No.1BC™ shall be obliged to advise customer in a notice of modification of the consequences of a refrained contradiction.

3. Conclusion of contract/general

3.1 Customer assures to conclude the contract in the course of executing its trade or self-employed business.

3.2 Upon ordering the contractual product in the course of



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remote sales (via phone, Internet etc.), customer places an offer for conclusion of a contract. The contract is formed when the offer is accepted by No.1BC™. Acceptance is declared by a separate acceptance declaration or shipment of the contractual product. Supply of No.1 BC Cards is exclusively made after complete advance payment of the total price.

3.3 Outside of remote sales, a contract between the parties is formed by handover of No.1.BC Cards (offer) and receipt (acceptance) by customer.

3.4 The contract is made up of two components. Regarding the benefit of use there is a service contract between the parties, regarding the hardware/software component a purchasing contract. The parties are agreed that these are no so-called joint contracts. Nevertheless, both contracts are treated as one contract in the following, unless explicitly provided for otherwise.

4. Duration of contract and termination of service contract

4.1 The contract is concluded for duration of twelve (12) months from contract signature. The contract is extended by another twelve (12) months when customer pays the user fee to No.1BC™ for the following year in advance according to the price list valid for this period by the end of the ongoing contract year. No.1BC™ will finish the benefit of use by customer with a transition period of ten (10) days from contract end without a duty to notify/announce such by No.1BC™.

4.2 In the event that customer pays the annual fee only after contract end and lapse of the ten-day (10 day) transition period, the contract is renewed with the proviso that it is extended for another twelve (12) months from the end of the previous contract period. In this case, the activation fee according to the respective valid price list for activation of utilization shall be paid. Activation will be made after receipt of payment.

4.3 Termination for just cause shall remain unaffected by the aforesaid. A just cause is in particular given when there are facts, on account of which the terminating party under consideration of all circumstances of an individual case and

by weighing the interests of both parties thereto, cannot be expected to continue the contract until the end of the regular contract period. A just cause is in particular given in case of a violation of Clauses 6 and 8 of these GBC, without being restricted thereto.

5. Rights and duties of the parties

5.1 No.1BC™ grants customer a time-limited benefit of use for the supplied hardware and software for exclusive use within the contractually agreed scope. The hardware and software provided by No.1BC™ enables encrypted communication between mobile phones via Internet connection. Utilization is made through online access by customer to No.1BC™ servers connected via external data links (Internet). Customer neither possesses rights in rem of the respective server nor the right to access the respective rooms. A right to acquire contents of the software is not granted. The granted benefit of use is not divisible or transferable.

5.2 No.1BC™ provides a customer hotline for any occurring questions, technical faults, etc. The hotline is available from Monday to Friday, 08:00–18:00 hrs, CET, excepting public holidays in Switzerland. Use of the hotline is chargeable.

5.3 Customer will receive an individual identification to access the contractual product for use; customer is responsible for its secrecy and prevention of its improper use. The identification consists of a user name, a code and customer's answer (control answer) to a control question pre-worded by No.1BC™. In the event that customer becomes aware of any improper use, it shall promptly inform No.1BC™ via the established hotline; No.1BC™ will immediately block the concerned No.1.BC Card after receiving the user name and control answer. Improper use entitles No.1BC™ to block utilization of the product. Customer is liable for any improper use that is attributable to itself or its vicarious agent(s).

5.4 In the event of defect or loss of the hardware component, No.1BC™ undertakes to deliver a replacement as soon as customer has made the payment for the delivery according to the respective valid price list. The activation



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fee according to the respective valid price list is payable to No.1BC™ prior to activation of the No.1BC™ Card by No.1BC™.

5.5 The online connection for utilization of the contractual product is made at request and at cost of customer. Customer shall bear the incurred end device costs and telecommunication fees.No.1BC™ does not warrant that the telecommunication provider/tariff preferred by customer offers the online access or data transfer necessary for utilization of the contractual product.

5.6 According to the present state-of-the-art it is not possible to develop complex software products in such a manner that such are completely free from technical error. Hence, the agreed property is not the total freedom from error of the product but that the product does not have such errors that impair its usability more than only slightly.

5.7 No.1BC™ is only responsible for accessibility of the servers and thus the benefit of use of the program to the extent that a non-access is exclusively attributable to the part of the network it operates.

5.8 Benefit of use of the contractual product is essentially granted continuously, No.1BC™ assures 90 % availability as a mean monthly rate. Excepted from the latter are period during which the server is not accessible due to technical or other problems that are beyond the control of No.1BC™ (force majeure, third-party default, etc.), as well as during announced maintenance work. Maintenance work must not be carried out during standard business hours, unless such are indispensable to retain functionality of the program.Availability may be temporary restricted for technical reasons, e.g. routine or unscheduled maintenance work. Customer is entitled to a price reduction in case of a program failure for more than twelve (12) hours during standard business hours. Standard business hours for the purposes of this contract mean Monday to Friday, 08:00–18:00 hrs, CET, excepting public holidays in Switzerland.

5.9 Customer undertakes to use the contractual product exclusively for civilian applications. In addition, customer

confirms that it will not use the contractual product to endanger international peace or to commit or prepare criminal offences.

6. Copyrights

6.1 All software pre-installed in the hardware is in the ownership of No.1BC™ and is only transferred to customer for time-limited usage. Any further transfer of rights is explicitly excluded. The software is protected by copyright and may be used only within the scope defined in these terms and conditions. Storage, making copies and/or duplication of any kind to any kind of data media outside of the contractual agreement or any other transmission of the software or access data to third parties is explicitly prohibited without the explicit and written approval by No.1BC™.

6.2 Customer must not modify the software.

6.3 De-compilation or any other analyses of the surrendered software are inadmissible.

7. Product acceptance/duties for examination and complaint

Purchaser shall examine the goods immediately after handover to the extent possible during appropriate business activities and promptly notify any identified defect.In the event that customer fails to make the said notification, the goods shall be deemed accepted unless the defect could not be identified during examination.In the event that such defect is discovered later, the said notification shall be made immediately after its discovery; otherwise the goods are deemed approved, albeit defective.Timely forwarding of the said notification is sufficient to retain the rights of customer

8. Transfer to third parties

Customer must not transfer to third parties product parts, components or accessories which were packaged with the products or can otherwise be assigned to them. No.1BC™ is in particular entitled to reject orders placed by customer if customer violates the present terms and conditions (regarding all products) or if it is suspected that customer



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has violated and/or will violate the present terms and conditions.

9. Prices/terms of payment

Contractual prices and compensations are set forth in the respective valid No.1BC™ price lists.

10. Warranty

10.1 Warranty claims of customers for any occurring defects shall initially be restricted to rectification of software or any affected hardware components. A necessary interruption of use of the contractual product for defect removal shall be accepted and is not a defect. Should the rectification of a defect fail or be rejected two times within reasonable periods, customer shall have the right to demand a reduction of compensation or – at its discretion – the reversed transaction of the respective purchase or service contract.

10.2 Complete freedom from defects of the product and data loss cannot be assured due to the multitudinous variety of potential hardware, data and operating constellations as well as operator errors. The parties are agreed that such complete freedom from defects is not owed.

10.3 The Internet is a public network the access to which is made available by local providers. Hence, there are different response times. The available Internet connection may result in a voice delay of several seconds. This is explicitly not a defect of the contractual product. Also the quality of the voice link depends particularly on the response times of the Internet connection. Poor voice quality as a consequence of an insufficiently fast Internet connection is also not a defect of the contractual product.

10.4 No.1BC™ is not liable for the functionality of the Internet connection during power failures or failures of servers or other components beyond its control.

10.5 No.1BC™ does not warrant that the contractual product may be used at the respective place of business of the customer under the valid statutory regulations. No.1BC™ explicitly advises customer that usage of

encrypted means of communication is prohibited in several countries. Customer shall be responsible to review the respective legal situation.

10.6 Defects must be notified in writing and described so accurately that the faulty program sequence can be reproduced. Error descriptions shall be forwarded in English language. Warranty claims are only granted in cases of appropriate use.

10.7 Warranty claims will become statute-barred within six (6) months after contract conclusion.

11. Limitation of liability

11.1 No.1BC™ excludes a liability for slightly negligent violation of duties, as far as such do not relate to material contractual duties, damages to life and limb or health or guarantees, or if claims under the Product Liability Act are affected. A liability of No.1BC™ is explicitly excluded in cases where a third party uses the contractual product with or without knowledge of customer or acquires access to the former.

11.2 The same shall apply to violation of duties by vicarious agents and legal representatives of No.1BC™. To the extent that No.1BC™ negligently violated a material contractual duty, its duty of replacement is restricted to the contract typical, foreseeable damage. No.1BC™ shall not be liable for damages that were caused by a disturbance in operations, in particular due to force majeure (e.g. fires and acts of god, etc.) as well as due to other events beyond its control (e.g. strike, lock-out, traffic delays, etc.).

11.3 Liability for data loss is restricted to typical restoration costs that would also have been incurred during appropriate data backup. The liability applies only within the scope of these GBC.

11.4 All other claims against No.1BC™ for damages or compensation for futile expenditure in cases of contractual and non-contractual liability – excepting cases of intention or personal injury – shall be statute-barred after a period of one (1) year. The deviating period of limitation for claims over defects in title and quality shall remain unaffected by the provisions in this paragraph.



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12. Data protection

Customer agrees that No.1BC™ and its affiliated companies may store and use the data acquired from customers in all countries where No.1BC™ and its affiliated companies are conducting business activities. Such information may be processed and used within the scope of existing business relations, and passed on to subcontractors and distribution partners of No.1BC™ as well as authorized persons of No.1BC™ and its affiliated companies for the purpose of joint business activities, including communication with customer. This relates exclusively to communication between the parties regarding the contractual product. Any usage for purpose outside of this present contract will explicitly not be made.

13. Confidentiality

13.1 No.1BC™ undertakes to keep strict secrecy of all circumstances it has become aware of during preparation, execution and performance of this contract, and not to disclose or otherwise exploit any received information. This shall apply towards any unauthorized third parties, i.e. also towards unauthorized staff of both No.1BC™ and customer, unless forwarding of such information is absolutely necessary for the appropriate fulfillment of contractual obligations by No.1BC™. In case of doubt, No.1BC™ shall be obliged to request customer for approval prior to passing on such information.

13.2 No.1BC™ undertakes to agree a provision with the

same content as Paragraph 1 above with all its staff members assigned to preparation, execution and performance of this contract.

14. Applicable law, venue of jurisdiction

Venue of jurisdiction for any disputes in connection with the coming into force and termination of this contract as well as with all rights and duties under this contract shall be Bern, Switzerland. Swiss law shall be deemed as exclusively agreed. In case of contradictions between provisions in the translation of this agreement into the respective national language of customer and the corresponding provision in the original German text, the said provision in the original German text shall explicitly prevail.

15. Other arrangements

Verbal side agreements as well as deviating terms and conditions of customer require the written form to be effective. This shall also apply to a waiver of the written form requirement. Verbal side agreements outside of this present contract have not been made. Terms and conditions of customer are not binding on No.1BC™.

Should any of the provisions of this agreement be or become invalid, then the validity of the other provisions of this agreement shall remain unaffected. Any such provision shall be replaced by a valid provision that comes as close as legally possible to what was intended to achieve considering the economic purposes pursued by the parties.

