

## GTC

General terms and conditions ("GTC") SevenOne AdFactory GmbH ("ADF")

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### Production advertising materials

#### 1. Scope

The offers and services of the ADF for the business area "Production advertising materials" (audio visual advertising materials, e.g. spots, special advertising formats, durational advertising mailings; print advertising materials; etc., (in the following called "production") takes place exclusively on the basis of the following general terms and conditions ("GTC") and are components of all contractual relationships and are thereby in connection with existing legal transactions between the ADF and their contractual partners (in the following: customers) for this area. They are also valid for all future contractual relationships with the customer, even when it is not once again explicitly agreed upon. At the latest, beginning with the acceptance of the production, these GTC are to be accepted.

#### 2. Conclusion of the contract

- 1) The object of the commission is the performance of agency services for the preparation of a production according to the closer description in the offer ("offer") of the ADF. A contract comes with the release of the offer through the customer state (email is sufficient).
- 2) The services performed by ADF or the productions to be carried out, are made binding for both sides and are substantiated through the briefing of the customer and rebriefing (assignment, time frame, delivery deadline) of the ADF and the concepts based on it. With the acceptance of the concept by the customer, the production through ADF takes place on the basis of the accepted concept. The finished production by ADF will be presented to the customer for acceptance.
- 3) Briefings of the customer and concepts developed thereafter by the ADF become contractual components. The given price in the offer for the creation of the production is based on the briefing of the customer. The price contains revisions (excluded from this is a change to the voice recording, which is handled separately in the invoice). Should the customer require changes after the binding establishment of the production to be carried out by ADF, the additional costs incurred will be separately invoiced to the customer.

#### 3. Customer involvement

The customer will punctually and regularly concede to the ADF all of the plans and creations for the requested necessary documents regarding the productions for treatment in strict confidence and give briefings and approvals/acceptances without undue delay.

#### 4. Mention and self promotion

The ADF is entitled to use the name of the customer as a reference and to use productions for the purpose of self-promotion (where applicable also in connection with the company group that ADF belongs to), e.g. advertising spots on the homepage or in show reels.

#### 5. Remuneration

1) The remuneration owed by the customer for the services performed by the ADF arises in detail from the KVA, as well as from the possibly applicable price lists. The remuneration is calculated according to the duration of the use of a service and the day of delivery, and the day of withdrawal/conclusion of the service is fundamentally counted. Saturdays, Sundays and legal holidays are calculated by ADF, when on these days personal and/or contributions in kind were held on call or were made use of. In so far as in the OFFER or the price list, personal costs are estimated, the ADF charges for Sunday and holiday work a surcharge in the amount of 50%, also when these surcharges are not pointed out in particular in the offer.

2) If between the periods of the closing of the contract and the time of the beginning of the provision of services, a time period of more than four months elapses, the ADF is entitled to account for the relevant prices for the services up to the time period of the provision of services.

3) Price increases that come about due to this, during period between the offer preparation from the ADF and the period of the issuing of the invoice of possible subcontracted third parties, that have their residency in a foreign country (e.g. for location/equipment rentals, testimonials, service providers, etc.) in which currency fluctuations appear, are to be taken on by the customer.

4) Invoices of the ADF are to be checked immediately by the customer and mistakes are to be made known promptly and in writing.

5) The ADF can call due ahead of schedule their total claim under the repeal of all affected conditions concerning the granting of discounts and other payment conditions given: Contractual injury to the customer; changes to the business relationships; essential deterioration of the financial circumstances of the customer, in particular in the default payment or delay with regard to other obligations; insolvency, the introduction of moratorium negotiations, insolvency procedures as well as the loss of the business or commanding abilities on the part of the customer. The right of cancelation according to item A 9 remains hereby unaffected.

#### 6. Warranty

In the delivery of the respective item the customer should be convinced of the completeness and proper condition of the production and make known the possible recognizable deficiency promptly in writing under concrete indication of the deficiency. Deficiencies that cannot be discovered in the careful examination on the occasion of delivery are to be indicated after their discovery by the customer promptly in writing.

Should a reprimand not take place in a timely manner, the respective item is taken to be recognized by the customer and is to be conceded to be free of fault.

## 7. Payment conditions

1) Invoices are to be settled by the customer within 30 days of invoicing strictly net. If the customer does not pay the invoice within this period of time, the ADF is entitled to demand from the customer for the expense of required warnings an additional warning expense in the amount of 5.00 euro for every warning letter.

2) In the case of payment default on the part of the customer, the ADF is entitled to demand default interest in the legal amount. Additional ongoing defaults or other damages remain hereby unaffected.

3) The compensation against the ADF is only permitted with uncontested or legally binding determined claims. Additionally, the customer is authorized in the enforcement of a lien or a right to withhold performance only in so far as their counterclaim is based on the same contractual relationship and is legally determined, uncontested or is recognized by the ADF.

4) In so far as the customer does not fulfill their payment obligations according to the contract, ADF is authorized, regardless of their other rights, both according to this contract's owed services as well as those that concern another contract with the customer, to refuse until the complete settlement of open claims.

## 8. Granting of rights

1) The customer acquires with the complete payment of the arranged remuneration the usage rights to the production for the duration and scope stated in the offer.

2) Depending on individual arrangement according to the offer, the broadcasting rights, in particular for advertisements and promotion, the right to public accessibility (on demand rights), as well as rights of reproduction are hereby transferred.

3) ADF additionally agrees to a retransmission of the contractually relevant usage rights of the customer to those contract partners, in so far as this is required for the granting of rights for the fulfillment of the contractual purpose (e.g. concession of the broadcasting rights to the broadcasting company transmitting the spots).

4) The service of the ADF has also obtained copyright protection with the arranged remuneration completely compensated.

## 9. Termination without notice

1) The partners can only cancel the contract extraordinarily for an important reason.

2) In the case of cancellation, the entire remaining already occurred usage, service protection and other remains remain for the ADF.

3) Should the customer exercise these rights, the ADF is to refund the expenses until then in the framework of the customer's approved OFFERS accrued and those not yet compensated for as well as those in the framework of the OFFERS approved by the customer's not yet due but in the future unavoidable expenses. Expenses are unavoidable in so far as the ADF cannot totally or partially cancel its obligations through cancellation or another manner.

#### 10. Law of competition permissibility, general liability

1) The risk of the law of competition permissibility of the statements and representation contained in the production is carried by the customer. However the ADF is obligated, to point out legal risks, in so far as this is made known in the production. In no case is the ADF liable because of any factual statements contained in the production concerning the products and services of the customer.

2) Irrespective of para. 1) liability on the part of ADF for damages, regardless of the legal reason, occurs only in so far as the customer proves that,

a) ADF, its legal representative or fulfillment helped impose intent or gross negligence or

b) culpably causes damages resulting from the destruction of life, the body or the health or

c) other mandatory legal liability provisions foresee liability.

3) In addition to this, the ADF is limited only on the level of the typically foreseeable damages, including such damages that the ADF or its vicarious agents or legal representatives have caused to an essential contractual obligation; liability for mediated and consequential damages, particularly for loss of profit, is excluded.

4) Liability going beyond the current conditions is excluded.

#### 11. Privacy

Every party obligates itself to confidentially handle information regarding business and operation secrets, internal business procedures and other trusted matters, which approaches or is made known regarding the other party.

#### 12. Applicable law

For this contract, the law of the Germany is valid.

#### 13. Written form

This arrangement contains the complete arrangement of the parties. In so far as verbal subsidiary arrangements exist, they lose their validity with the signing of this contract. Changes and additions to this contract require the written form for their effectiveness. The same applies to the annulment of this written agreement.

#### 14. Severability clause

Should particular conditions of this contract be or become invalid, the rest of the contract remains valid and unaffected Invalid conditions are to be replace, which come closest to the desired commercial purpose of the invalid conditions. The same applies to potential loopholes in the contract that subsequently emerge.