

# General Terms and Conditions

## 1. APPLICATION

- 1.1 These General Terms and Conditions govern any contractual relationship between Storyboard GmbH, Wiltrudenstrasse 5, 80805 Munich, Germany (hereinafter: "Storyboard") and any contractual partner (hereinafter "Partner").
- 1.2 These General Terms and Conditions are therefore the basis of every contract with Storyboard, acknowledging their acceptance as legally binding and their inclusion by the contracting entities with any order / commissioning or contract conclusion.
- 1.3 Differing or contrary terms or any other standard business conditions shall not apply (regardless of whether or not Storyboard expressly objects to them in a particular case) unless expressly agreed upon in writing.
- 1.4 These General Terms and Conditions shall only apply vis à vis entrepreneurs, governmental entities, or special governmental estates in the meaning of sec. 310 para. 1 BGB (German Civil Code).
- 1.5 Our contracts with the Partner shall be made exclusively in the German or English language, in each case depending on whether the Partner makes the relevant order in English language or in our German language. Therefore, if the order is made in German, exclusively the German version of these General Terms and Conditions shall be relevant. If the order is made in English, exclusively the English version of these General Terms and Conditions shall be relevant.

## 2. CONCLUSION OF CONTRACT, ORDERS AND SPECIFICATION

- 2.1 Storyboard's offers are free and non-binding. Any order or order alteration submitted by the Partner shall be deemed to be not accepted by Storyboard unless and until confirmed in writing by Storyboard within 21 days after submittal.
- 2.2 The quantity, quality and description of and any specification for the services shall be those set out in Storyboard's quotation (if accepted by the Partner) or the Partner's order (if accepted by Storyboard). Any such specification, quotation, etc. shall be strictly confidential and must not be made available to third parties.
- 2.3 If the Partner changes or expands the contents and/or the scope of the contract/order after the start execution of the order by Storyboard, his offer will be subject to post-calculation. This post-calculation may lead to an increase in the price of the offer, where Storyboard submits to the Partner an offer, which the Partner shall agree to within a week. If the Partner rejects the increase in the offer price or the new offer, taking account of the changes or extensions of the order, the original contract/order between the Partner and Storyboard remains unaffected. There is no possibility of withdrawing from the contract/order by the Partner in this case.
- 2.4 The Partner shall be responsible for ensuring the accuracy of the terms of any order submitted by the Partner, and for giving Storyboard any necessary information relating to services or works ordered within a sufficient time to enable Storyboard to execute the order in accordance with its terms.
- 2.5 Any project plan agreed upon by the Parties shall be part of the contract.

## 3. PRICES, TERMS OF PAYMENT, TERM

- 3.1 Storyboard offers free consultation in the context of a one-time meeting and then estimates the approximate order volume. All services that go beyond, such as the discussion of detailed ideas/concepts, the issuing of proof copies of other projects, searches on the Internet, etc. are considered as concept work and will be invoiced in the case of the non-acceptance of a contract/order on an hourly basis taking into account kind of work, difficulty and common remuneration.
- 3.2 The contractually agreed remuneration (order confirmation) applies. The agreed remuneration is, unless otherwise agreed in writing, fixed as agreed for the first twelve months from the conclusion of the contract. After this deadline, Storyboard is entitled to increase the prices by written notice of one month. In this case, the Partner has the

- right of recourse by written notice within seven days after receipt of such notice of increased prices.
- 3.3 In addition to the agreed remuneration, Storyboard shall be reimbursed by the Partner its reasonable and necessary travel costs and out-of-pocket expenses incurred in direct connection with the execution of the order.
  - 3.4 Unless otherwise agreed in writing, the agreed remuneration and any costs and expenses are payable in full with acceptance of the service, work results as defined in sec. 7 (1) and/or products. Storyboard is entitled to demand appropriate advance payments at any time. In case of runtime contracts, the agreed remuneration and any costs or expenses are invoiced at the end of every calendar month.
  - 3.5 The agreed remuneration is always exclusive the statutory value added tax which will be added at the appropriate rate.
  - 3.6 Storyboard's invoices are payable within one week after receipt without any deduction. If the Partner is in default of payments, Storyboard may, subject to further rights, demand default interest of at least 8 percentage points above the base interest rate. The date of deposit is decisive for the timeliness of the payment.
  - 3.7 As long as the Partner does not expressly require a certain form of accounting, invoices can be submitted by e-mail. The invoice by e-mail shall be deemed to have been received from the 1st working day after dispatch.
  - 3.8 The Partner can only set-off or exercise a right of retention with uncontested or legally binding counterclaims.
  - 3.9 Runtime contracts are concluded for the contract term specified in the order/contract. Contracts for which a fixed term has not been agreed upon shall be concluded for an indefinite period, but for at least one year. The contract is extended by one year each, unless it is terminated by a registered letter in writing at least three months before the end of the respective contract term (minimum contract term or extended contract term). In the case of other contracts the contractual relationship automatically ends with the fulfillment and delivery of the respective agreed services.
4. EXECUTION, DELIVERY
- 4.1 Storyboard is free to choose, at its own discretion, to use third parties without a separate communication on the execution of the contract/order. Storyboard staff is always responsible authority for project management and decision-making within the framework of the execution of the contract. This also applies to cases in which the Partner provides or introduces a separate and/or external service provider or fulfillment aid for the purpose of the execution of the order/contract. In addition, Storyboard will appoint a responsible contact person in order to be able to carry out content, technical or other coordination with regard to the execution of the order/contract.
  - 4.2 Any agreement on delivery periods requires written form. All content, information, data, files and other materials required for the execution of the order/contract (hereinafter referred to as "Work Material") shall be provided to Storyboard in full, error-free and virus-free manner within an agreed delivery period. Any delivery schedules can be redefined by Storyboard if it becomes clear during the project that due to altered (technical) prerequisites as well as due to (technical) difficulties and/or difficulties arising during the project caused by the project's extent, it is not possible to process the order/contract within the agreed period in an appropriate quality.
  - 4.3 For the duration of the examination of designs, demo and test versions, etc. by the Partner, the delivery time is interrupted until Storyboard receives the opinion of the Partner. If the Partner requires changes/extensions to the order which influence the period of production, the agreed delivery deadlines are automatically extended accordingly.
  - 4.4 If the required Work Materials are not made available within the agreed deadline, Storyboard is entitled to set a new production/delivery date for its services, Work Results and/or products. If an order/contract cannot be completed or can only be completed partially up to the agreed date/delivery period because of missing, incomplete or non-scheduled Work Materials made available by the Partner or because of any delayed intermediate sub-orders, Storyboard nevertheless is entitled to demand

an advance of the agreed remuneration in the amount of the value of the services rendered up to that point.

- 4.5 The non-compliance of a delivery date by Storyboard only entitles the Partner to assert the rights to which he is entitled by law, if he has granted an adequate period of grace of at least 14 days to Storyboard. This period begins with the receipt of a letter of formal notice.
- 4.6 If the Partner fails to accept delivery on due date, he shall nevertheless make any payment conditional on delivery as if the services, Work Results and/or products had been rendered and delivered.

## 5. PARTNER'S OBLIGATIONS, GRANTING OF RIGHTS

- 5.1 The Partner grants to Storyboard all copyright, performance protection rights and other rights necessary for the contractual use of the transmitted and provided Work Materials, in particular, but not exclusively, the right to edit, reproduce, disseminate, make public access by means of all known technical procedures as well as all known forms, as well as, where necessary, the right to disclose all necessary rights to the circulation of the Work Materials or Work Results in online media/portals of all kinds to third parties.
- 5.2 Insofar as a (company) name, a logo, a company identifier, a trademark, a work title and/or any other business description is used in connection with the Work Material provided by the Partner, Storyboard is granted, for the duration of the contract, the non-exclusive transferrable right to use this (company) name, logo, company identifier, trademark, work title and/or other business description within the context of the execution of the order and the creation of the Work Results, services or products.
- 5.3 The Partner declares and warrants that all materials and content, such as pictures, films, texts and music, etc., which are transferred and made available to Storyboard, are free from the rights of third parties and he is the holder of all rights for their contractual use by Storyboard. Thus, the Partner guarantees, that he has, in particular, all the necessary rights of use by the holders of copyrights, protection rights and other rights in the Work Material provided by the Partner and he can dispose of those rights free of third-party rights.
- 5.4 Thus, the Partner is solely legally responsible, in particular, but not exclusively, for the content of all transmitted materials, in competition, trademark, copyright, personal, juvenile, criminal, media and press law. The Partner is further responsible for all claims by third parties resulting from a possible violation of the rights of third parties, e.g. the infringement of copyright, competition, trademark, criminal or other legal provisions, due to the use of the Work Material, as well as for the costs of legal defense and prosecution on the first demand.
- 5.5 Should the Partner be warned by a third party due to the content, etc., of the Work Materials, the Partner is obliged to inform Storyboard without undue delay.
- 5.6 The Partner is obliged to make a backup copy of the data provided by Storyboard. The Partner is further obliged to prevent the unauthorised access of third parties to the services, Work Results and products as well as any accompanying material through suitable precautions. The data carriers/backup copies are to be kept in a place secured against unauthorised third party access. The Partner's employees are strongly advised to comply with these terms and conditions as well as the provisions of the copyright law.

## 6. ACCEPTANCE AND WARRANTY

- 6.1 Storyboard guarantees that the services, Work Results and products comply with the agreed specifications according to medium type and quality and are not afflicted with defects. Apart from this, there is freedom of design within the framework of the execution of the order for Storyboard. As far as the services, Work Results and products meet the agreed specifications according to medium type and quality and are not affected by defects, the acceptance cannot be refused due to insignificant defects as well as complaints regarding the linguistic, editorial and artistic/aesthetic design. If the Partner wishes to make changes during or after the production, he has to bear the

- additional costs, whereby the delivery periods can be extended accordingly and Storyboard can also demand an intermediate acceptance.
- 6.2 The contractually agreed and (final) services, Work Results and/or products shall be checked carefully and immediately by the Partner after notification of the completion. Defects as well as possible errors shall be charged in writing within one week after receipt of the services, Work Results and/or products, unless otherwise agreed in writing. The work is then approved as free of defects and the assertion of warranty claims is excluded. Without written approval/acceptance, Storyboard is not obliged for further processing. However, the Partner must always ensure by appropriate organisational measures during the duration of the project, to be able to release/disseminate the services, Work Results or products transmitted at any time in accordance with these conditions
  - 6.3 The accepted services, Work Results or products shall be considered as defect-free with acceptance by the Partner.
  - 6.4 The assertion of claims for hidden defects is excluded if they have not been notified in writing to Storyboard within one week from the date of their recognition. If the notification of defects is not timely, there are no warranty claims. This does not apply to gross negligence or willful misconduct. Statutory limitation rules remain unaffected.
  - 6.5 Generally, any defects are excluded from warranty, which are caused by external influences, operating errors or modifications, additions, attempts to repair or other influences/manipulations not carried out by Storyboard.
  - 6.6 Any defects or errors timely notified in writing by the Partner in the aforementioned sense, will be remedied by Storyboard by rectification or replacement. Additional services are charged at cost.
  - 6.7 If the performance of an order/contract should be or become entirely or partly impossible due to reasons Storyboard is not responsible for, in particular due to technical problems, technically caused failures and/or disturbances, computer/server failure, as a result of disturbances in the area of responsibility of third parties such as providers, Network operators or operators of online portals, etc., due to force majeure or strikes, due to statutory provisions or for comparable reasons, Storyboard is free to choose, at its own discretion, whether to withdraw from the contract or to fulfill its contractual obligations even after expiry of the contract term, keeping its right to remuneration.
7. INTELLECTUAL PROPERTY RIGHTS
- 7.1 Storyboard is the owner or licensee of all graphics, images, videos, editorial templates, including those from presentations (e.g. suggestions, ideas, sketches, graphics, pictures, preliminary designs, scribbles, drafts, concepts, negatives, slides, homepage layout) and design originals (preceding and hereinafter: „work results“) and they can be reclaimed at any time - especially upon termination of the contract. No rights will be transferred to the Partner unless otherwise agreed upon in writing or stipulated in these Terms and Conditions. This regulation shall also be deemed to have been agreed if the creation height required by the Copyright Act (UrhG) is not reached.
  - 7.2 With the complete payment of the agreed remuneration, the Partner shall have the right to use (including duplication) the Work Results required for the respective purpose, or in the agreed scope, unless otherwise agreed in writing. Unless otherwise agreed, only a simple, non-exclusive right of use is granted. Without a contrary agreement, the Partner may use the services and Work Results of Storyboard only in Germany. A transfer of the rights to third parties requires a written prior agreement.
  - 7.3 Proposals by the Partner or his other co-operation have no influence on the amount of the agreed remuneration. They also do not justify the right to co-authorship in the Work Results. Any Partner's rights to co-authorship are herewith transferred to Storyboard as a precautionary measure.
  - 7.4 Storyboard is entitled to place a copyright notice on any medium created by or licensed to Storyboard and/or to add the necessary copyright information to the Imprint. In the case of websites, this copyright notice includes a logo-supported link to the website of

Storyboard. The Partner grants Storyboard the right to use the Work Results as a reference and for self-promotion.

- 7.5 If no order is placed after a presentation, all services and Work Results, in particular the presentation documents and the drafts, works, ideas, etc. contained therein, remain the property of Storyboard. The Partner is not entitled to use this material in any form whatsoever, to use, to process or to use it as a basis for the production of his own material. The Partner has to return all presentation documents, which are in his possession, to Storyboard without delay. If no order is placed, Storyboard remains unaffected to use the presented ideas, works, designs, etc. for other projects and customers.

## 8. RETENTION OF TITLE

- 8.1 Notwithstanding any other provision of these conditions, the Work Results and any associated rights shall remain the property of Storyboard and shall not pass to the Partner until Storyboard has received payment in full of the agreed remuneration for the services, Work Results and/or products and for all other services, Work Results and/or products rendered and created by Storyboard for the Partner for which payment is then due.
- 8.2 Until that time, the Partner shall be entitled to use the Work Results in the ordinary course of its business, but shall immediately forward to Storyboard the proceeds of sale or otherwise of the Work Results.

## 9. LIABILITY

- 9.1 Storyboard is only liable for damages caused by gross negligence or willful misconduct caused by it, its legal representatives or its vicarious agents. Liability for damage resulting from injury to life, body, health and liability under the Product Liability Act shall remain unaffected. In these cases, liability is governed by statutory provisions.
- 9.2 Any liability of Storyboard for claims, which are based on its performance under the contract, is expressly excluded, provided Storyboard has fulfilled its obligations to inform. In particular, Storyboard is not liable for process costs, legal expenses or costs of publication of judgments, as well as for claims for damages or similar third-party claims.
- 9.3 Except in the case of willful misconduct or gross negligence or injury to life, body or health, liability for indirect damages, for example for lost profit, is excluded. In addition, Storyboard's liability is excluded for all changes to the delivered Work Results or products which are subsequently made by the Partner himself or by third parties.
- 9.4 Storyboard's liability is limited to the typically foreseeable damage, except for damages caused by gross negligence or willful intent, or damage resulting from injury to life, body or health. There is no compensation for atypical or unforeseeable damage. In addition, the amount of liability for each service, work or product with a monthly fee is limited to the total monthly payment, but at most to the respective contractual value for two years. For services, works or products with flat rate or individual charges, the amount of liability is limited to the respective contractual value.

## 10. TERMINATION

- 10.1 Storyboard may terminate the contract with immediate effect if there is an important reason, which makes an implementation of the contract unacceptable for Storyboard. An important reason for refusing the fulfillment of the order and giving notice of termination without notice period is, in particular, but not exhaustively, if:
- (a) the Partner becomes insolvent, in particular if the court proceedings were applied for or opened against his assets or if the opening of the insolvency proceedings was rejected because of a lack of funds;
  - (b) the Partner decides on the liquidation of his business;
  - (c) if the reasoned and non-rebuffed suspicion is that the materials provided by the Partner violate legal provisions and/or morals and/or violate the rights of third parties;

- (d) despite a written warning, the Partner repeatedly infringes a fundamental contractual obligation, does not cease a permanent breach of contract within a reasonable period or does not remedy its consequences;
  - (e) the performance of an order/contract should be or become entirely or partly impossible due to reasons Storyboard is not responsible for, in particular due to technical problems, technically caused failures and/or disturbances, computer/server failure, as a result of disturbances in the area of responsibility of third parties such as providers, network operators or operators of online portals, etc., due to force majeure or strikes, due to statutory provisions or for comparable reasons.
- 10.2 The services, Work Results and products provided by Storyboard up to the exercise of the extraordinary right of termination shall be remunerated by the Partner and the costs and expenses incurred by Storyboard shall be reimbursed. In addition, Storyboard is entitled to claim a payment of 20% of the offer sum as lost profit.
11. CONFIDENTIALITY, MISCELLANEOUS
- 11.1 The Contracting Parties undertake to treat all information and data which they receive from the other Contracting Party in connection with the implementation of the contract in a strictly confidential manner and not to make it accessible to third parties. This clause also applies after the termination of the contract.
- 11.2 Should any provision of these General Terms and Conditions or of the Commissioning Terms and Conditions or of any other contractual document be invalid or void in whole or in part or lose its legal effect later, the validity of the remaining provisions shall remain unaffected thereby. The invalid provision shall be replaced by a valid and enforceable provision which comes closest to the legal concept of the ineffective and/or impracticable provision in the real, economic and legal sense. This also applies if these General Terms and Conditions or the Commissioning Terms and Conditions or any other contractual document should have a gap.
- 11.3 Amendments and additions to these General Terms and Conditions must be in writing. This also applies to a waiver of the written form requirement. It is sufficient that Storyboard's changes of these General Terms and Conditions are announced by e-mail and/or fax. Amendments to these General Terms and Conditions shall be deemed approved if the Partner does not object in writing to Storyboard within two weeks after the announcement of the changes.
- 11.4 Any contracts entered into between Storyboard and the Partner shall be governed by the laws of the Federal Republic of Germany under exclusion of the UN Convention on the International Sale of Goods (CISG), without prejudice to any mandatory conflict of laws provisions.
- 11.5 If the Partner is a corporation, limited liability company or commercial partnership or otherwise operates a commercial business (Kaufmann within the meaning of Sec. 1 (1) of the German Commercial Code) or is a legal entity or special fund organised under public law or does not have a general place of jurisdiction in Germany, the courts in Munich, Germany shall have exclusive jurisdiction in respect of all disputes arising out of or in connection with the relevant contract.