

GENERAL TERMS AND CONDITIONS

**OF ANTONI HOLDING GMBH,
OF ANTONI GARAGE GMBH & CO. KG,
OF ANTONI JELLYHOUSE GMBH & CO. KG,
OF ANTONI WHITE GMBH & CO. KG UND
OF ANTONI BOOST GBMH & CO. KG
FOR THE PURCHASE OF GOODS AND SERVICES („AGENCY AS PRINCIPAL“)**

1 Scope of Application

The antoni Holding GmbH, the antoni garage GmbH & Co. KG, the antoni jellyhouse GmbH & Co. KG, the antoni white GmbH & Co KG and the antoni boost GmbH & Co KG (hereinafter individually or jointly referred to as „Principal“) develop and create advertising campaigns and activities on behalf of their customers, including commercials, film, print and music productions, online advertising, merchandise etc., which shall be subject to extensive commercial exploitation without limitation to advertising purposes. These General Terms and Conditions (“GTC“) shall apply to any and all contracts between the respective Principal and third parties (“Contractor“) in connection with and relating to the purchase of goods and other services provided by the Principal. These GTC are an essential part of the respective agreement with the Contractor. Deviating terms and conditions of the Contractor as well as amendments and supplements of these GTC shall only be valid if they have been expressly confirmed in writing by the Principal. The same shall also apply if the Contractor's terms and conditions have not been expressly rejected by the Principal or if the Contractor declares that it only wishes to execute an agreement by incorporating its terms and conditions. If the Contractor's terms and conditions are effectively incorporated, this shall not affect the continued validity of these GTC. As far as the Contractor's terms and conditions, to the extent they are effectively incorporated, contradict with stipulations as set out in these GTC, the stipulations of these GTC shall prevail in case of doubt.

2 Placement of Orders, Scope of Orders

- 2.1 Orders shall only be binding if placed in writing.
2.2 The scope of the ordered services shall be binding. Notwithstanding any deviating agreements expressly made in individual cases, remuneration for additional services shall not be owed to Contractor even if they are required pursuant to the agreed production technology.

3 Delivery, Place of Performance, Storage

- 3.1 Delivery dates or periods specified shall be binding (firm deal pursuant to Section 323 (2) No. 2 of the German Civil Code and Section 376 of the German Commercial Code [§§ 323 Para 2 No. 2 BGB, 376 HGB]).
3.2 The Principal shall be informed immediately of any exceeding of the delivery dates and periods, stating the reasons for and the presumed duration of the delay. This obligation shall also apply if the Contractor is not responsible for such reasons.
3.3 If the Contractor is in default with any partial performance, the Principal may withdraw from the entire agreement or demand damages for non-performance of the entire agreement in the event that Principal has no interest in the partial performance or the breach of duty is not insignificant.
3.4 After an order has been placed, a delivery period may be suspended in the event that a request for changes by the Principal requires a substantial rescheduling. In this event, the Contractor will inform the Principal immediately and the parties shall agree on a new delivery date or period.
3.5 Unless expressly agreed otherwise in writing, the place of performance shall be the delivery address as set out by Principal. The delivery of services, in particular goods, shall be carried out by Contractor at its own risk and expense.

4 Acceptance, Notification of Defects

- 4.1 The acceptance of a delivery and payment do not constitute the acceptance of the delivered goods or services pursuant to Section 640 of the German Civil Code (§ 640 BGB).
4.2 In the event that the Contractor has to deliver a movable item individually produced for the Principal or another work, the statutory regulations on acceptance shall apply. Remuneration shall only be due after acceptance.
4.3 If the ordered goods or services are unacceptable, the Contractor shall, at the Principal's request, remedy the defect within a reasonable grace period. The Principal may choose at its sole and unrestricted discretion between its right to rectification, a reasonable reduction of the manufacturing price or the withdrawal from the contract.
4.4 If the contractor is in default with the rectification or if such rectification does not result in the goods or services owed to Principal on the basis of the underlying agreement, the Principal shall have the right to have the rectification or remanufacturing carried out by a third party at the expense of Contractor without setting any further grace period. The Contractor is obliged to provide Principal with all materials already produced for this purpose upon Principal's request. Any other claims of Principal, in particular claims for damages or due to the delay arising from the remedy of defects, shall remain unaffected.
4.5 Insofar as there is no obvious defect, the provisions of Section 377 (1) to (3) of the German Commercial Code (§ 377 para 1 HGB), the obligation to inspect and give notice of defects, shall be waived with the exception of the Principal's obligation to notify Contractor immediately of any defects found.
4.6 Unless otherwise specified in the respective order, the Contractor shall deliver carriage paid to the agreed delivery address.
4.7 Unless expressly agreed otherwise, partial performance is not permitted.

5 Defects

- 5.1 Orders can only be fulfilled by way of deliveries and services (jointly: „Works“) of the highest standard and impeccable quality. Defective Works are, in particular, Works that are improperly or inaccurately produced or performed as well as Works that are not fit for the purpose assumed according to the underlying contract or for its task set within the scope of the contract and/or Works that disregard the desired design or functionality and/or deviate from the contractual

instructions of the Principal and/or Works that are not state of the art and technology and/or Works that deviate from the samples, concepts, drafts, layouts, scripts, storyboards or other specifications provided in accordance with the agreement as regards the determination of the owed characteristics of the ordered Works.

- 5.2 The Contractor assures that all Works are originals and free of rights of third parties that would restrict their agreed use by Principal or third parties authorized by Principal. The Contractor assures that the Works and, in particular, their agreed use and exploitation do not violate the competition law or any rights of third parties (such as trademark, copyright, patent or moral rights) or any other rights.

6 Prices, Invoicing, Payment

- 6.1 Unless expressly and individually agreed otherwise, the agreed price shall be binding and shall include all ancillary costs (freight, packaging, postage, customs, taxes, levies, etc.). In the event of requests for changes and additions, separate remuneration shall only be payable for additional expenditure incurred by Contractor with the express written consent of Principal.
6.2 Unless otherwise agreed, all invoices to the Principal are due for payment within 30 days. If payment is made within 14 days upon receipt of the invoice, Principal shall be entitled to deduct a 3% discount.
6.3 Unless otherwise agreed, payment of the remuneration shall, however, only be made after receipt of the Works, respectively after the Works have been transmitted or made available to Principal in accordance with the agreement, after they have been accepted and after receipt of an orderly and verifiable invoice, and, where applicable, stating the project, the order and supplier number of Principal. For the purpose of the calculation of the due date for payment, deliveries prior to the agreed date of delivery shall not be deemed to have been received until the agreed date of delivery.
6.4 In the event that advance payments have been agreed, these shall be made at the Principal's sole discretion either against a bank guarantee by a major German bank or by a group guarantee. Any such guarantee shall apply to all possible claims arising from any order execution, invoicing or warranty that is not in accordance with the agreement, waiving any defences and objections of contestability, set-off and advance action and excluding the possibility of depositing; however, it shall not exclude further claims. The defence of set-off does not need to be waived if the Contractor's claim has not been disputed by Principal, is ready for decision or has been conclusively adjudicated.
6.5 Payments shall be made by way of bank transfer. All payments shall be made subject to a later review and possible assertion of claims for reimbursement including interest claims. The Contractor therefore may not invoke any loss of enrichment (§ 818 Para 3 BGB).
6.6 Unless expressly agreed otherwise, the agreed price shall include all remuneration and costs for the transfer of the rights set forth herein as well as for production and any subsequent performance, in particular:
6.6.1 Expenses for the Contractor's travel to meetings at the Principal's or its customers premises and for coordination and acceptance with the Principal or its customers,
6.6.2 Expenses and costs for the commissioning and involvement of third parties and their services in the production,
6.6.3 All costs of material dispatch, including customer and agency copies (dispatch in stable packaging also by courier to the place of destination designated by Principal),
6.6.4 Costs for decorations, props and equipment which were produced or acquired by the Contractor for the Principal in connection with the execution of the order as well as their return delivery,
6.6.5 Any and all costs incurred in connection with the execution of the order for raw versions and rushes as well as data carriers,
6.6.6 Any and all additional costs (such as freight, packaging, postage, customs, taxes, duties, etc.).
6.7 Additional copies will be paid after delivery and an acceptance inspection.

7 Rights of Use

- 7.1 The Contractor grants to Principal the exclusive right of use, not limited to advertising purposes, as well as any and all copyrights and ancillary copyrights without restriction as regards time, territory and content, and other protective rights to any and all Works (including all stages of development) that have been or will be created in the course of the Contractor's participation in the fulfilment of the respective order. This includes the Principal's right to use and exploit the production produced using the Contractor's Works without limitation in all media, technologies and systems and in all possible forms of exploitation. The Principal shall be entitled to transfer the rights granted on the basis of the respective order to third parties, either in whole or in part, to grant non-exclusive or exclusive rights of use to third parties or to grant the right of certain uses of exploitation to third parties as well as to allow third parties the further transfer of rights. Insofar as the Works are transferable as such and not merely by way of granting rights of use, the Principal shall be entitled to transfer the Works to third parties. This shall include, in particular, the rights to inventions and software patents as well as the property rights within the meaning of Section 69b of the German Copyright Act (§ 69b UrhG) in the form of exclusive rights of use. In particular – without limitation – the Contractor grants to Principal the following rights in and to the Works in the form of exclusive rights of use for all known types of use, without restriction as regards time, territory and content:
7.1.1 Reproduction and distribution rights, in particular the right to use the Works within the scope of the types of use as specified in the individual order in any way – including on image/sound/data carriers other than those originally used – and other storage media (such as CD-Video, CD-ROM, CD-I, Digital Versatile Disc (DVD), HD DVD, Blu-ray Disc, magnetic tapes or cassettes, chips, memory cards and sticks, computer drives or similar systems), to archive them, to place them in databases and to make them accessible to the public in physical or immaterial form. This shall include the right of reproduction and distribution in the form of individual images.
7.1.2 Editing rights, in particular the right to shorten, divide, redesign, supplement, change the sequence of actions, to combine the Works with other works and/or

- image/sound materials and/or data and information to integrate them therein, while safeguarding the author's moral rights for all evaluations within the scope of the transferred rights. This also includes the right to interrupt the Works by way of insertion of advertising/sponsoring, to make the Works perceptible at the same time as advertising (e.g. by way of split screens), to make format adjustments, to display symbols or messages, to insert interactive elements and to replace the music. This also includes the right to redefine the title or to edit it in any other way and/or to (re)design the opening and closing titles in accordance with the purpose of its use, taking into account any entry obligations. Furthermore, this includes the right to synchronize and to use subtitles as well as to create voice-over versions of the Works or to commission third parties to do so. The Works edited or synchronized according to this Section 7.1.2. may be used and exploited in the same ways and to the same extent as the contractual Works.
- 7.1.3** Broadcasting rights (television rights), in particular the right to make the Works accessible to the public and/or a limited circle of recipients by radio and/or other technical means (e.g. electronic or optical signals). This shall apply to any number of broadcasts and all possible transmission methods (e.g. terrestrial transmitters, cable systems including cable transmission, satellite systems, TCP/IP or internet-based transmission systems, mobile radio including all mobile radio standards [in particular GMS, GPRS, HSCSD, EDGE, UMTS and LTE] or a combination of such methods), in each case independent of frequency ranges, bandwidths as well as resolution, compression and transmission standards or the type of the receiving device (in particular including mobile terminals, e.g. smart phones etc.). This shall also include encrypted and unencrypted broadcasts, analog and digital processes, independent of the legal form of the broadcasting organization (public or private television), its financing methods (commercial or non-commercial television) or the nature of the broadcast (e.g. near-video-on-demand TV, web TV, multiplexing) or the legal relationship between broadcaster and receiver (free TV, pay TV, e.g. pay-per-view, pay-per-channel etc.). The right of public reproduction of radio broadcasts is also transferred.
- 7.1.4** Performance rights (theatrical/cinema right), i.e. in particular the right to make the Works publicly perceptible as often as desired through public performances in film theatres or other suitable locations (e.g. restaurants, discotheques, ships, aircrafts, hospitals, etc.). The performance may take place using all suitable methods and techniques (analog and digital systems, including remote transmission of the performance signal) for a fee or free of charge, commercial or non-commercial, and in all formats and on picture and/or sound carriers of all kinds. This includes the right to make the Works publicly perceptible at festivals, trade fairs, sales exhibitions and similar events, as well as the right to make the Works perceptible to a limited circle of recipients (closed circuits), e.g. in schools, hotels, hospitals, airplanes, ships, etc. To avoid misunderstandings, broadcasts in closed circuits in aircraft and ships should be subject to the territorial flag principal.
- 7.1.5** Rental and lending rights, i.e. in particular the right to rent out or lend out the Works or adaptations of the Works or their copies.
- 7.1.6** Film production rights, i.e. in particular the right to use the Works unedited or edited as a template for the production of a cinema and/or TV production in all known technical processes (e.g. film, television, video, photo, sound recordings etc.), in digital and non-digital form, including a version in 3D and in all language versions; this includes the right to use the Works arbitrarily with respect to all elements (e.g. characters, ideas, formats, plot elements, dialogues, scenes, drawings, figures, pictorial representations, sounds and noises), to remove parts of the Works or to add other parts, plot elements and sequences, figures or their characteristic features, scenes, modify or re design dialogues or other parts and elements of the Works and have the adapted or unedited Works translated into any language, commission screenwriters or other third parties to perform any editing, and use the Works in whole or in part as a model, as often as desired, in adapted or unedited form, including the right to use the Works in any documentation about the Works (e.g. "Making-of") as well as for use in the context of bonus material or for the exploitation of residual material or for the production of another editing version.
- 7.1.7** Digitization rights, i.e. in particular the right to digitize the Works or adaptations of the Works, to digitize non-digitized content associated with the Works, multimedia applications and accompanying material, in particular documentation, or to combine the Works with other digitized works.
- 7.1.8** Printing rights, i.e. in particular the right to produce, reproduce, distribute, publicly reproduce and/or otherwise exploit illustrated and non-illustrated products of any kind (books, booklets, comic strips, also in electronic form, e.g. e-books) resulting from the Works by reproduction, re-narration, re-design, compilation or other processing of the content (e.g. film novel, book on film etc.), also in modified form or by way of photographic, drawn or painted illustrations or similar means, and to exploit these to the same extent as the Works. This also includes the right to advertise such products using titles, names and illustrations created by Contractor and/or elements taken from the Works in all forms and media and/or to use them for advertising and similar purposes in press, radio, internet etc.
- 7.1.9** Videogram rights, i.e. in particular the right to partially or entirely reproduce and distribute the Works (e.g. by way of sale, rental, loan, also through e-commerce activities) on image and sound data carriers of all kinds for the purpose of non-public reproduction in a specified or individually designed sequence (in particular including interactive use). This right includes all audiovisual systems regardless of their specific technical design (in particular including all resolution and/or compression standards), such as narrow film cassettes, video cassettes, video tapes, video discs of all kind, CD-Video, CD-Rom, CD-I, Digital Versatile Disc (DVD), HD-DVD, Blu-ray Disc, magnetic tapes or cassettes, chips, memory cards and sticks, computer drives or similar systems regardless of the type of use. Included is also the right of (public) reproduction pursuant to Section 21 of the German Copyright Act (§ 21 UrhG).
- 7.1.10** Database rights, i.e. in particular the right to record the Works in a machine-readable form and to store them electronically in a separate database, even if this does not serve the database operator's own use within the meaning of Section 53 of the German Copyright Act (§ 53 UrhG), or to compile abstracts of the Works, i.e. compilations of essential contents of individual Works, to record these in a machine-readable form and to store them electronically in a separate database.
- 7.1.11** The right to make the Works available to the public (online rights), i.e. in particular the right to make the Works available in whole or in part in such a way that the Works are accessible to the public and/or a limited circle of recipients upon individual request from places and at times of the recipient's choice (video-on-demand), irrespective of whether this is performed without storage (streaming), with intermediate storage or with permanent storage ("download to own"). This includes all possible storage and transmission systems (terrestrial, cable, satellite, including distribution by direct satellites, encrypted or unencrypted), including in particular those via the internet (e.g. TCP/IP) and mobile communications, including all mobile communications standards (in particular GMS, GPRS, HSCSD, EDGE, UMTS and LTE), irrespective of the type of the receiving device (including mobile terminals such as iPads, tablet PCs, smartphones, mobile telephones, etc.) and the type of use (including interactive use). This also includes all forms of push and/or pull services and both paid services (Pay-VOD, e.g. Transactional VOD/TVOD, Subscription VOD/SVOD (e.g. Podcast), Electronic-Sell-Through/EST) and free services (Free-VOD/FVOD), including further public access, onward transmission and/or interactive use. This shall also include the reproduction rights of the Works made available to the public.
- 7.1.12** The right to exploitation in interactive forms, i.e. in particular the right to produce versions of the Works, to reproduce them, to distribute them on all types of audio-visual carriers or to make them available on demand within the meaning of Section 7.1.11 above, exclusively or primarily for the individual processing of the Works or to make available and to make perceptible any of its individual sound or picture components, in particular by way of shortening, alienation, redesign, connection with other works or data or by any other modification (e.g. in the form of video, computer and online games) and correspondingly interactively designed versions of the Works, provided that the Contractor's moral rights as author are protected.
- 7.1.13** The sound carrier right, i.e. in particular the right to reproduce and/or distribute and/or otherwise exploit the sound track and/or the music soundtrack of the Works as well as re-narrations, new designs or other adaptations of the Works (e.g. in the form of radio plays) in whole or in part to the same extent as the Works. This also includes the right to equip such products with the name and/or the image of Contractor and/or with elements from the Works and to advertise them in all forms and media.
- 7.1.14** Archiving rights, i.e. in particular the right to archive the Works or parts thereof (including abstracts or other content information) in any form and in particular also to record them in digital form and to feed them into electronic databases and data networks on all storage media, also together with other works or parts thereof, and to make them available to third parties free of charge or against payment. This shall also include the right to use the Works in the context of an electronic program guide (EPG).
- 7.1.15** Merchandising rights, i.e. the right to commercially exploit the Works by producing and distribution goods or marketing services of all kinds, in particular so-called value-added services (e.g. telephone value-added services, such as ring-tones, ringback tones, mobile games, MMS, wallpapers, logos, clips, audiotext services, other paid or unpaid telephone services including WAP, GPRS, i-mode, UMTS and LTE services), edited or unedited excerpts from the Works or events, names, titles, characters, images or any other context related to or contained in the Works, and the right to advertise for goods and services of any kind using such elements or processed or unprocessed excerpts from the Works (tie-in advertising).
- 7.2** In addition, Principal is granted the rights with respect to yet unknown types of use and exploitation, i.e. the rights to all types of use unknown at the time of the conclusion of this agreement, insofar as the rights have not already been granted pursuant to the above provisions. Principal shall give the Contractor prior written notice of the intended use of such a right and shall agree with the Contractor on its reasonable participation in the economic use of this right. If and to the extent that the right of revocation with regard to the granting of the rights with respect to yet unknown types of use and exploitation or the obligation to do so pursuant to Sections 88 (1) sentence 2, 89 (1) sentence 2 of the German Copyright Act (§§ 88 para 1 S. 2, 89 para 1 S. 2 UrhG) is not excluded, the following shall apply in addition to the statutory provisions:
A notification by the Principal of the intended commencement of exploitation of the Works in the new type of use pursuant to Section 31a (1) sentence 3 of the German Copyright Act (§ 31a para 1 S. 3 UrhG) ("Notification") to the Contractor shall be sent exclusively to the address of the Contractor stated in the order rubrum, unless the Contractor has expressly notified the Principal in writing, expressly stating the relevant order and the Works which are subject of the agreement, and stating that the Notification must be sent to a different address in future.
- 7.3** In addition to the rights and authorities set out in the Sections 7.1 and 7.2 above, the Works are regarded as commissioned works with effect for all copyright systems that recognize a corresponding concept. With effect for all foreign legal theories and systems that permit an assignment of the copyright, the contractor assigns the copyright in and to the Works to the Principal. The Works and, if applicable, any other actions performed by the Contractor are regarded as "work-made-for-hire" within the meaning of US copyright law. The Principal shall be entitled to have this assignment entered in the relevant registers (e.g. United States Copyright Office). Insofar as this is permissible under the respective legal systems, the Contractor further declares a waiver of moral rights. In addition, the grant of rights shall also apply with effect for all legal systems that permit the grant of rights also for unknown types of use, including such types of use that will only become known in the future. Insofar as these legal systems provide that the Principal as licensee must grant to Contractor appropriate royalties for this purpose, Principal undertakes to make these payments to Contractor at the time of the use of the Works in these types of use which are yet unknown as of today.
- 7.4** Before accepting the order, Contractor shall inform Principal whether and, if so, which of its rights of use to be transferred pursuant to this Clause 7 have been transferred to collecting societies (e.g. GEMA) or granted to such societies prior to this agreement.

- 7.5 With regard to the Works, Contractor shall exercise any rights to which it is entitled pursuant to Section 41 of the German Copyright Act (§ 41 UrhG) not earlier than five years after creation of the Works and may not assert any personal or moral rights to the Works pursuant to Sections 12, 25 and 39 of the German Copyright Act (§§ 12, 25 and 39 UrhG). The Principal shall be entitled to exercise the author's personal or moral rights in and to the Works. The Principal shall take into account the Contractor's moral rights as far as this is technically and economically reasonable. In this respect, the Contractor waives the assertion of a copyright to which it is entitled pursuant to Section 13 of the German Copyright Act (§ 13 UrhG), but may be named as the author of the Works with its clear name or a fictitious name determined by Contractor.
- 7.6 Insofar as the Contractor uses the services of third parties for the execution of the order, Contractor is responsible for ensuring that their rights are also transferred to Principal without restriction to the extent specified herein. The Contractor shall indemnify the Principal against any and all claims by its employees or by any third party used by the Contractor for the performance and execution of the order. The Contractor shall also ensure that all performing artists and models involved will waive the assertion of any naming rights to which they may be entitled, they may, however, be credited (using their name or artist name).
- 7.7 The Principal is entitled to exploit the aforementioned rights and the granted rights of use itself or by way of involving third parties to whom Principal may transfer the rights in whole or in part, individually or in any combination.
- 7.8 The Contractor shall irrevocably assign to Principal all trademark, title and other rights associated with the Works for exclusive and transferable use, unrestricted as regards both time and territory.
- 7.9. The transfer and grant of rights pursuant to this Clause 7 shall be remunerated with the agreed fee. The Contractor shall indemnify the Principal against any and all claims by its employees or other third parties used by Contractor for the execution of the order arising from Sections 32 et seqq. of the German Copyright Act (§§ 32 ff. UrhG).
- 7.10 Any termination of this agreement by either party shall not affect the acquisition of rights by Principal and the validity of any rights granted or transferred by third parties up to the point where such termination comes into effect.
- 8 Documents of Principal**
- 8.1 All working documents made available by Principal, such as final artwork, reproductions, stamps, picture templates, drafts, samples or other documents, remain the property of Principal. The working documents provided must be handled carefully and returned to Principal immediately after completion of the order and upon first request. At the request of the Principal, Contractor shall archive the working documents for a period of two years. The Contractor has no right of retention to the working documents.
- 8.2 All working documents and (interim) results as well as the Works may only be used for the execution of the order.
- 9 Confidentiality, Sampling, Data Protection**
- 9.1 Working documents and Works as well as all information about the Principal or its customers and their business activities, which become accessible in connection with the order shall be treated as strictly confidential by the Contractor, even after completion of the order. Contractor shall pass on this confidentiality obligation to its employees as well as to third parties used by the Contractor for the execution of the order. The Principal's customers are expressly included in the scope of protection of this non-disclosure clause.
- 9.2 Drafts, drawings, printing plates, templates, samples or other documents and information received by the Contractor remain the property of Principal or his customers and may only be used for the execution of the order or the enquiry and must be carefully stored by the Contractor and returned to Principal upon first demand. The Contractor has no right of retention to these documents.
- 9.3 The confidentiality obligations according to Sections 9.1 and 9.2 above do not apply in the event and to the extent that the relevant information is verifiably generally known or becomes generally known through no fault of the Contractor or has been or will be lawfully obtained from a third party or is already present at the Contractor or must be disclosed pursuant to a court order.
- 9.4 Any imprimature or sampling are prohibited. Copies, parts or excerpts of the Works (including material produced but not used in the final version) may not be produced disseminated, presented, made accessible or available, neither in picture nor in sound, to third parties by the Contractor for its own purposes or for the purposes of any third party with the express prior written consent of Principal.
- 9.5 The Contractor may use the Works or parts thereof for self-promotion purposes or to make reference to the business relationship existing with the Principal only after prior written consent of Principal.
- 9.6 The Contractor may not publish press releases about the order or the Works or arrange press interviews without the prior express written consent of Principal. The same applies to press photographs or other communications about the order or the Works.
- 9.7 Contractor is obliged to observe and fulfill the relevant statutory regulations on data protection, in particular those of the German Data Protection Act (BDSG) and the General Data Protection Regulation (GDPR) in their current version. Where necessary, Contractor shall enter into a separate agreement with the Principal pursuant to Section 62 of the German Data Protection Act (§ 62 BDSG).
- 9.8 In the event of a breach of the obligations under this Clause 9, the Contractor shall pay to Principal a contractual penalty for each case of breach, the amount of which shall be determined by the Principal at its reasonable discretion, but which may be reviewed by the competent court in the event of a dispute as to its adequacy. Section 348 of the German Commercial Code (§ 348 HGB) shall be waived in this respect. Claims for damages to which the Principal is entitled in addition to or beyond this shall remain unaffected by any contractual penalty paid hereunder.
- 10 Liability**
- 10.1 The liability of Principal, its representatives and vicarious agents for slightly negligent breaches of duty is excluded with the exception of the liability for breaches of essential contractual obligations (so-called cardinal obligations, i.e. such obligations the fulfilment of which is essential for the proper execution of the contract and on the observance of which the other party may regularly rely) as well as for injuries to health, life and limb. The liability of the Principal, its representatives and vicarious agents in the event of a slightly negligent breach of essential contractual obligations shall be limited to compensation for the foreseeable, typical and direct damage according to the type of service. In particular, Principal shall not be liable for any loss of profit.
- 10.2 Insofar as these General Terms and Conditions do not set out any deviating provisions in this regard, the liability of the Contractor shall be governed by law.
- 11 Representations and Warranties of the Contractor**
- 11.1 The Contractor has all necessary copyright and exploitation rights, in particular the reproduction, distribution, broadcasting, performance, processing and ancillary copyrights necessary for the fulfilment of the agreement.
- 11.2 The Contractor represents and warrants that he owns the rights to be transferred pursuant to Clause 7 and that these rights have not already been transferred to third parties (e.g. banks) or encumbered with rights of third parties (e.g. liens or security rights) and that third parties have not been commissioned to exercise these rights.
- 11.3 The Contractor furthermore represents and warrants that there are no other obligations with regard to the performance of this agreement which could impair the performance of the services owed in accordance with the agreement, including the grant or transfer of rights owed hereunder.
- 11.4 The Contractor represents and warrants that Contractor is not currently working for any client who is in competition with Principal's customer for whom the Works are intended. In the event of such conflict, the Contractor shall immediately notify Principal thereof and the Contractor may withdraw from the order free of charge and/or terminate it at any time.
- 11.5 The Contractor represents and warrants that all persons and third parties used by Contractor for the execution of the order and production of the contractual Works and who are entitled to copyrights, ancillary copyrights, proprietary rights or other rights in and to the Works have submitted all necessary declarations of consent so that the Works can be exploited to the agreed extent.
- 11.6 At Principal's request, the Contractor shall arrange for the subsequent acquisition of extended rights, in particular beyond the agreed period of use and/or in other media.
- 11.7 The Contractor represents and warrants that all persons and third parties used by Contractor for the execution of the order and production of the contractual Works will be subject to orderly tax and social security contributions.
- 11.8 The Contractor is obliged to refrain from, in particular, all actions, which could lead to criminal liability for fraud, embezzlement, offences against competition, granting of advantages or bribery of persons employed by the Contractor or third parties. In the event of a breach, Principal shall have the right to withdraw from or terminate without notice all agreements and legal transactions existing with the Contractor (including orders and offers not yet accepted) and to terminate all negotiations. Notwithstanding, the Contractor is obliged to comply with all laws and regulations concerning its own business and its business relationship with Principal.
- 12 Termination**
- 12.1 The Principal may withdraw from or terminate the order with immediate effect in particular in the event that the proper execution of the order is called into question by the fact that the Contractor has not only temporarily suspended its payments, the Contractor has suspended its business operations or a substantial part of its business operations or enforcement measures to collect payment obligations under this agreement have been unsuccessful.
- 12.2 The statutory rights to rescission and extraordinary termination shall remain unaffected by the foregoing Section 12.1.
- 13 Statute of Limitations, Offsetting, Assignment, Rights of Retention**
- 13.1 With the exception of damage claims due to intentional breaches of duty, claims of the Contractor against Principal shall be subject to a limitation period of twelve months.
- 13.2 Any set-off by Contractor against claims of the Principal shall only be permissible if the claims of Contractor are undisputed or have been legally adjudicated by a competent court, except in the event that the Contractor's claims are payment claims to which the Contractor is entitled as a result of poor performance for which the Principal is responsible within the scope of the same order, on the basis of which the Principal asserts his respective claims against the Contractor.
- 13.3 The Contractor's rights arising from the order, in particular the claim for remuneration may not be assigned without the prior written consent of Principal.
- 13.4 The Contractor may assert any rights of retention, in particular with regard to a claim for restitution by a Principal, only to the extent that his counterclaims are undisputed or have been legally adjudicated by a competent court
- 14 Orders in Representation**
- 14.1 If the Principal places the order in the name of or for the account of one of its customers, the Principal shall not be liable for the payment of the ordered goods and/or services or for the fulfilment of other contractual obligations of the respective customer. The payment of the Contractor is made directly by the Principal's customer itself, not by Principal. The Principal is not liable for the solvency of its customer and is also not obliged to examine its customers solvency.
- 14.2 If the Principal places the order in its own name and on his own account but on behalf of one of his customers and if he discloses this to the Contractor at the latest when the contract is concluded, the remuneration owed to Contractor shall not become due before the Principal has received payment or appropriate funds from its customer for the purpose of satisfying the claims of the Contractor. Principal shall not be obliged to pay any moneys to Contractor as long as and to the extent that payments in the corresponding amount have not been made to Principal by its customer. This shall apply regardless of the reason why Principal has not received the payments by its customer.

15 **Commissioning of Third Parties**

- 15.1 If the Contractor intends to use third parties for the performance of the essential contractual services ordered by Principal ("Subcontractor"), Contractor shall notify the Principal thereof and obtain the Principal's consent in writing prior to the respective commissioning of the Subcontractor. The Contractor shall not be entitled to commission Subcontractors without the Principal's consent.
- 15.2 If the Principal consents, such consent shall be subject to the condition precedent that the Contractor has imposed its confidentiality obligation in accordance with Clause 9 and with any other confidentiality agreements entered into between Contractor and Principal to the same extent on its Subcontractor. The Contractor shall be liable, regardless of fault, for the Subcontractor's compliance with the respective confidentiality obligations.
- 15.3 In the event that the Principal is antoni garage GmbH & Co. KG, the Contractor is also subject to the special obligations set out in Clause 23 of these GTC.

16 **Production of Moving Images Material**

For the production of TV commercials, cinema advertising films, animated films, viral films etc. and other moving images material (collectively: "Films"), the following supplementary regulations shall apply:

- 16.1 The Principal is entitled to decide on the content as well as the artistic and technical design. Principal is also responsible for the factual correctness of the Films to the extent that its instructions have been followed.
- 16.2 The Films are to be produced according to the script, storyboard, layout film or briefing supplied by the Principal as well as the result protocol of the pre-production meeting ("PPM") and the Principal's instructions. If the Contractor wishes to deviate from the script, storyboard, briefing or instructions, for whatever reason, Contractor must obtain the prior written consent of Principal. The same applies in the event that Contractor is uncertain about the accurate implementation of such instructions.
- 16.3 The Contractor shall produce the Films itself and produce and deliver them in a quality which corresponds at least to the state of the art of the production technology of Contractor as shown with his sample roll.
- 16.4 In coordination with the Principal, the Contractor shall create a precise timetable for the individual production phases of the Films and shall inform the Principal about the current state of production in good time so that Principal may control each production phase.
- 16.5 The Principal and its customer have the right to be present during the production of the Films in order to issue appropriate instructions (e.g. specifications of models, props, technical effects, etc.). The Contractor shall take into account any changes requested by Principal. If substantial additional costs (>2% of the net production price) are incurred as a result, these shall be borne by the Principal if the Contractor has notified the occurrence of these additional costs and their amount in good time prior to the implementation of such measures and the Principal has approved these additional costs in writing. If the changes requested by Principal reduce the manufacturing costs, the amount saved as a result shall benefit the Principal.
- 16.6 Unless expressly agreed otherwise, the Contractor shall commission third parties, such as models, directors, singers, etc., in its own name and for its own account. In this respect, the Contractor shall assume liability for their performance.
- 16.7 Theatrical films shall be shot in consideration of normal/broadcast or 16/9 or other European or international standards in accordance with the Principal's specifications as well as the guidelines of the FSK, TV commercials shall take into account the TV cache. Television copies must comply with the standards set out in the ARD specifications.
- 16.8 The Principal shall make the products to be advertised and presented in the Films available free of charge as original or as a dummy. They must be returned with the finalization of the production. If the originals or dummies do not correspond to a film version, the Contractor shall inform Principal immediately and give Principal the opportunity to prepare them for use in the Films. The Contractor is not entitled to use the original products made available by third parties.
- 16.9 The Contractor represents and warrants that the Principal is entitled to the right to film the screenplay/storyboard, insofar as this has not been provided by the Principal, and to the right to its presentation in picture, word and sound. The same applies to all rights to be granted or transferred to the Principal that are originating from screenwriters, filmmakers, performing artists and models (e.g. actors, cameramen, animators, directors, film architects, composers, musicians, narrators etc.).
- 16.10 The Principal is entitled to have still photographs taken by a photographer of its choice during the shooting and to use these within the scope of the rights granted in this contract.
- 16.11 The agreed duration of the Films must be strictly adhered to. In the case of theatrical films, the durations set out by the Filmwirtschaft e.V. ("FSK") shall apply. At Principal's request and unless otherwise stipulated in an individual agreement, Contractor shall submit the Films to the FSK at its own expense. Films that are screened in movie theatres must always be submitted to FSK. In the event that FSK or the advertising television company complains about the work result due to elements which are based on concrete relevant specifications set out by Principal, necessary changes shall be at the expense of Principal, otherwise at the expense of Contractor. The same applies accordingly for the Freiwillige Selbstkontrolle Fernsehen e.V. ("FSF") and the Freiwillige Selbstkontrolle Multimedia-Diensteanbieter e.V. ("FSM").
- 16.12 Unless expressly agreed otherwise in individual cases or specified by the Principal, the Contractor shall neither display its name, its company name, that of third parties or any other business identification symbol in the Films nor make it perceptible in any other way.

17. **Film Music**

For the production of film music („Music“) the following stipulations shall apply:

- 17.1 An order regarding the production of music comprises only the production of the Music (incl. singing and composition) and its associated production processes.
- 17.2 The duration, type and instrumentation of the Music to be composed and recorded by Contractor shall depend on the artistic requirement of the advertising

production and shall be determined by Principal. The agreed duration of the music must be strictly adhered to.

- 17.3 The Contractor undertakes to deliver only personally created original works with regard to its composition services. The use of themes or motifs written by third parties is not permitted, unless this has been expressly agreed in each individual case. The Principal is entitled at any time to waive the use of the Music or parts thereof created by the Contractor and/or to commission other composers with (further) processing and reworking. The Contractor grants to Principal any and all rights in accordance with Section 7 both in its capacity as author and as holder of ancillary copyrights to the sound recordings or as holder of the corresponding rights to the relevant Works and/or recordings. If, as it would require to be agreed between the parties in advance, Contractor licenses third party rights to musical works for the purpose of executing the order and to the extent this is required for the fulfilment of the respective licensing agreement between the Contractor and the third party, Principal shall support the Contractor with regard to any reports to be made of broadcasts or other exploitations of the relevant works by providing the respective information or assuming the relevant obligation.
- 17.4 The Music shall be produced according to the briefing provided by Principal. The Principal is entitled to decide on the content, artistic and technical realization at its sole discretion. If the Contractor wishes to deviate from the briefing or instructions for whatever reason, Contractor must obtain the prior written consent of Principal. The same applies if the Contractor is uncertain about the accurate implementation of such instructions.
- 17.5 The Contractor must produce and deliver the Music itself in a quality that corresponds at least to the state of the art of the production technology of its company as shown by its sample roll.
- 17.6 The Principal has the right to be present during the production itself or represented by its agency in order to issue appropriate instructions where necessary. The Contractor shall take into account any changes requested by Principal. If substantial additional costs (>2% of the net production price) are incurred as a result, these shall be borne by the Principal if the Contractor has notified the occurrence of these additional costs and their amount in good time prior to the implementation of such measures and the Principal has approved these additional costs in writing. If the changes requested by Principal reduce the manufacturing costs, the amount saved as a result shall benefit the Principal.
- 17.7 If the Music is to be performed in film theatres, the Contractor shall present the Music to the FSK at its own expense. If the FSK or an advertising television company complains about the Music or parts thereof referring to elements implemented according to an express request by Principal, necessary changes shall be at the expense of Principal, otherwise at the expense of Contractor.

18 **Special Provisions on the Acceptance of Film and Music orders**

- 18.1 The Contractor undertakes to deliver Works that are technically impeccable, readily mixed and fit for broadcasting. Contractor expressly represents and warrants that the Works will be of impeccable sound and image quality.
- 18.2 In case of advertising films, the Contractor shall first present to Principal and/or, depending on the Principal's specifications, to the Principal's customer, a rough cut version after prior appointment. The Principal will inform the Contractor immediately of any requests for change.
- 18.3 In case of Music productions, the Contractor will make changes, additions and improvements upon delivery of the Music and until acceptance of the respective final version, to the extent requested by Principal.
- 18.4 The required final acceptance of the Works („Online Release“) must be carried out in the presence of Principal and/or its customers and, at the request of Principal, in the presence of the Contractor or an authorized representative (e.g. director) after prior appointment. At the Principal's discretion, acceptance shall be carried out at the Contractor's, the Principal's or its customers' place of business.
- 18.5 The acceptance shall include the artistic, advertising and aesthetic realization in compliance with the script, storyboard, layout film and briefing, the provisions set out in the PPM and the additional instructions issued by Principal in accordance with the agreement, as well as the sound and image quality (in particular the color provisions) and technical realization of the Online Release. Apart from the above, the statutory provisions on the law governing contracts for work and services of the German Civil Code (BGB) shall apply.
- 18.6 Any defects occurring in the Works shall be remedied immediately by the Contractor at its own expense.

19. **Software Development Services**

Insofar as the Contractor is commissioned with software development, software and data orders ("Software") the following regulations shall apply:

- 19.1 As far as the Contractor's services consist of the creation, development or adaptation of a Software, the Software shall be delivered on a suitable data carrier in machine-readable form together with the source code.
- 19.2 The Contractor warrants that the Software does not contain any Open Source Software ("OSS") unless the Principal has given its written consent to the integration of OSS.
- 19.3 If the Software – with the prior written consent of Principal – contains OSS upon delivery in deviation from the above Section 19.2, the Contractor shall include an exact identification of the OSS in the description of performance. The Contractor represents and warrants that all license obligations with regard to the OSS have been completely fulfilled by Contractor and that all necessary source codes as well as build scripts and other deliverables for each version of the OSS are delivered as part of the Software in order to enable Principal to use the Software for the agreed purpose in the agreed form and to the agreed extent. In the event of a breach of the aforementioned obligations, the Contractor shall indemnify the Principal against any and all claims, damages, losses and costs, including the costs for an appropriate legal defence, and shall assume defence against all claims arising out of the breach of this obligation.
- 19.4 In Flash sources, the Contractor's own programming developments may be implemented in the original files as closed files after prior written consent of Principal; however, these elements may not significantly restrict the possibility of

- adaptation (creation of a language version, modularity of the web special, if specified, etc.).
- 19.5** Insofar as the Contractor's service consists of the creation or adaptation of Software, the created and adapted Software shall be delivered to the Principal in a testable form after a Software test has been carried out by the Contractor. After the Contractor has declared that the Software is ready for acceptance and submitted all documents belonging to the order, Principal shall carry out the acceptance within four weeks. If the inspection of the Contractor's services requires a prior use for testing purposes, acceptance shall only take place after successful completion of such tests. Acceptance shall be carried out when all the services and criteria specified in the performance description have been fulfilled and the Works are free of defects.
- 19.6** A formal acceptance report shall be created. However, a formal acceptance shall not take place as long as the Contractor remedies any defects found. The defects must be remedied immediately, at the latest within a reasonable period to be set by Principal.
- 19.7** A customary documentation shall be submitted for acceptance of the Software and shall therefore be deemed a prerequisite for acceptance.
- 20** **Source Files, Property**
- 20.1** Any and all source files, HTML data and implementations, Photoshop files, Flash sources and other files, image or sound carriers and other data carriers as well as all props, equipment, decorations, etc. procured or produced for the production of the Works in connection with the production of the Works shall be the sole property of Principal from the time of their creation unless expressly agreed otherwise in an individual contract. The delivery to Principal is replaced by the Contractor storing these items on behalf of the Principal free of charge. Image and sound negatives, data carriers as well as magnetic tapes are to be stored by the Contractor at its expense in a copying plant or video/sound studio in the name of the Principal for a minimum period of three years from final acceptance. Contractor shall inform the Principal in writing of the name and address of such storage facility. The Contractor shall also inform Principal in writing of the expiry of the aforementioned three-year period at least half a year prior to its expiry in order to enable Principal to decide on a possible extension of the storage period. If such timely notice is not provided to Principal, Contractor is obliged to ensure an indefinite further storage at its own expense until it has obtained a decision from the Principal on the termination or continuation of the storage.
- 20.2** At the request of Principal, Contractor shall return all the aforementioned items to Principal without delay at any time, if required also before completion of the Works.
- 21** **Withholding Tax Deduction (§ 50a EStG)**
- If the Contractor is subject to limited tax liability pursuant to Section 49 of the German Income Tax Act (§ 49 EStG), the following shall apply:
- 21.1** The remuneration agreed between Principal and Contractor is subject to withholding tax on the following income:
- 21.1.1** Income generated by artistic, sporting, entertainment or similar performances and activities in Germany. This does not apply to remuneration of non-independent work which is subject to tax deduction from wages in accordance with Section 38 (1) No. 1 of the German Income Tax Act (§ 38 Para 1 No. 1 EStG),
- 21.1.2** Income arising from the domestic exploitation of performances within the meaning of Section 21.1.1 above (see Clause 7),
- 21.1.3** Income resulting from remuneration for the grant and/or transfer of rights of use in accordance with Clause 7 above.
- 21.2** The Principal is obliged to withhold income tax by way of withholding tax in order to secure the tax claim pursuant to Section 50a (7) of the German Income Tax Act (§ 50a Para 7 EStG). The tax deduction is made from any remuneration exceeding the amount of € 250,00 in the respective amount as set out by law (currently 25% of the total income).
- 21.3** The „total income“ as referred to in Clause 21.2 above shall be the remuneration and the travel and overnight expenses reimbursed and assumed by Principal insofar as they exceed the actual costs as well as the catering costs insofar as they exceed the lump sums for additional catering expenses. The sales tax owed by Principal shall not be part of the basis of assessment.
- 21.4** At the time when the remuneration is paid to the Contractor, the Principal shall withhold the income tax for the account of Contractor by way of tax deduction and pay it to the competent tax office.
- 21.5** Pursuant to Section 50a (5) of the German Income Tax Act (§ 50a Para 5 EStG), the Principal is obliged to provide the Contractor with a tax deduction certificate in accordance with the officially prescribed model form upon Contractor's request.
- 21.6** The Contractor may apply for an exemption from withholding tax at the Federal Tax Office (Bundeszentralamt für Steuern). Further information and the necessary forms to apply for such certificate may be found at www.bzst.de.
- 22** **Insurances**
- 22.1** The Contractor is obliged to adequately insure the production risks and, at the request of the Principal, to provide Principal with copies of the corresponding insurance policies. The risks to be insured include in particular:
- 22.1.1** Until final completion of the Works: Production stoppage, unless otherwise agreed in an individual agreement; no stoppage fees are owed by Principal, unless expressly agreed otherwise in an individual agreement.
- 22.1.2** Until complete delivery and Online Release: Liability for property and personal liability for objects used for the production (products to be advertised, props, buildings, decorations, equipment, etc.) as well as all participants in the production (in particular directors, composers, artists, production staff, assistants and other persons present during the production of the Works, developers), and
- 22.1.3** the loss of an artist or other artificial contributor used by Contractor for the performance and fulfilment of the order.
- 22.2** The Contractor shall ensure that the Principal is the sole beneficiary of the production stoppage insurance. The same applies to film negative insurance. In the event that this is not possible in individual cases, the Contractor hereby assigns his claims for payment of the insurance benefits from the insurance contract to Principal. Principal accepts such assignment.
- 23** **Special Obligations for Contractors of antoni garage GmbH & Co. KG**
- 23.1** In case of orders from antoni garage GmbH & Co. KG, the Contractor is obliged to use the Subcontractor Registration Platform „SCoRP“ operated by Principal under the URL <https://scorp.antoni.de> („Platform“). Contractor will provide complete and factually correct information on Platform.
- 23.2** Contractor shall impose such obligation to the same extent on its Subcontractors. Regardless of fault, the Contractor is liable for the orderly use of the Platform by its Subcontractors.
- 23.3** In addition to that, the „Terms of Use of the Subcontractor Registration Platform „SCoRP““ shall apply to the use of the Platform
- 24** **Miscellaneous**
- 24.1** Any individual contractual provisions deviating from these GTC shall be set out in writing and apply exclusively to the respective order. Amendments or supplements to a placed order must be made in writing to be effective.
- 24.2** Should one of the provisions set out in these GTC or the relevant order be or become invalid, this shall not affect the validity of the GTC or the order as a whole.
- 24.3** The place of jurisdiction and place of performance shall be the Principal's place of business, unless a different place is mandatory by law. German law shall apply under exclusion of the UN CISG.
- 24.4** If a written form requirement is set out in these GTC, email or telefax shall suffice to meet such form requirement. This shall not apply to any notices pursuant to Section 20.1 and notices of termination as well as to changes or additions to an order pursuant to Section 24.1 which must always meet the written form requirement in accordance with Section 126 (2) of the German Civil Code (§ 126 Para 2 BGB).
- 24.5** These General Terms and Conditions are available in German and in English. The English version, however, is a translation for information purposes only. In case of doubt the German version (named „ALLGEMEINE GESCHÄFTSBEDINGUNGEN DER ANTONI HOLDING GMBH, DER ANTONI GARAGE GMBH & CO. KG, DER ANTONI JELLYHOUSE GMBH & CO. KG, DER ANTONI WHITE GMBH & CO. KG UND DER ANTONI BOOST GMBH & CO. KG FÜR DEN EINKAUF VON WAREN UND DIENSTLEISTUNGEN („AGENTUR ALS AUFTRAGGEBER“)“ prevails.

Current version as of 02/2019