



## LOOPING GROUP

### GENERAL TERMS AND CONDITIONS OF CONTRACT FOR SUBCONTRACTORS OF OLANDO GMBH

#### § 1 Scope

(1) The following General Terms and Conditions of Contract for Subcontractors (“GTC”) apply to all legal transactions between Orlando GmbH (“Editorial House”) and the subcontractors commissioned by Orlando GmbH to implement its customer projects.

(2) These General Terms and Conditions of Contract for Subcontractors are the sole basis for any and all services and offers provided to us by our subcontractors. They are therefore an integral component of all contracts for the provision of services concluded between the Editorial House and its subcontractors. They moreover apply to any and all future services and offers provided by subcontractors, even if no separate agreements are entered into for such services and offers.

(3) The terms and conditions of subcontractors or third parties do not apply, even if the Editorial House does not expressly object to their validity. Even if the Editorial House makes reference to a letter that contains or refers to the terms and conditions of business of a subcontractor or third party, no consent to the application of those terms and conditions of business is implied thereby.

(4) If the written agreements between the Editorial House and the subcontractors and the provisions of these General Terms and Conditions of Contract for subcontractors contradict each other in any way, then the written agreements shall take precedence.

#### § 2 Contractor as a subcontractor

(1) The subcontractor runs its own business.

(2) As a subcontractor for the Editorial House, the contractor undertakes to perform the services specified in the respective contract.

(3) The contractor performs its services for the Editorial House in its capacity as a subcontractor and is not bound by the instructions of the Editorial House in terms of how, where and when it carries out the tasks assigned to it. Contractor is not entitled to give instructions to employees of Editorial House either.

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Managing director  
Dr Robin Houcken  
Dr Dominik Wichmann  
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HRB 228436

### **§ 3 Contractual services to be provided by the subcontractor**

(1) As agreed with Editorial House, the subcontractor shall provide its deliverables both independently and in accordance with the agreed schedule, complete in terms of form and content, as well as free of defects, as organised by itself.

(2) The contractual provisions pertaining to the services to be rendered by the subcontractor are supplemented by the General Terms and Conditions attached as an annex to the contract, and any other provisions stipulated by the respective project client of the Editorial House and attached as an annex to the contract.

(3) The deadlines stipulated for provision of the services are fixed and must be complied with by the subcontractor.

(4) If the subcontractor can foresee that it will not be able to provide the deliverable it agreed to provide by the stipulated deadline, it must notify Editorial House of this immediately in text form and specify the expected delay.

(5) The subcontractor is not entitled to independently enter into contracts that bind Editorial House vis-à-vis third parties or that could create obligations for it in relation to third parties; the subcontractor does not have any power of representation.

### **§ 4 Freelance employees / employees / subcontractors**

(1) The subcontractor will only use qualified employees and/or its own subcontractors in the performance of the contract and will provide proof of this to Editorial House upon request. In the event of repeated or serious misconduct of individual employees and/or subcontractors to the detriment of Editorial House, Editorial House can demand that the subcontractor not use these employees and/or the subcontractor(s) in the performance of the contract.

(2) Any resulting additional expenses shall be borne by subcontractor.

(3) The subcontractor and the members of the project team are not subject to instructions by Editorial House in the performance of the tasks assigned to them. Likewise, they are not entitled to give instructions to employees of Editorial House either.

(4) If third parties bring claims for rights violations based on a deliverable provided by the subcontractor, or if the subcontractor becomes aware of any, it shall notify Editorial House without undue delay in text form and shall indemnify Editorial House against any claims brought by third parties on first demand.

### **§ 5 Editorial House requirements under social security law**

(1) To comply with its social security requirements, Editorial House requires that all freelance employees employed by the subcontractor provide binding proof of their social security status as "self-employed" to the subcontractor.

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(2) If the subcontractor violates its duties specified in Section 5.1, Editorial House can demand that it be reimbursed for the employee portions of the social security contributions already paid and yet to pay if a health insurance company or pension insurance institution determines that there is an employment relationship requiring social security contributions.

## **§ 6 Delays in performance of the contract, passing of risk**

(1) The subcontractor undertakes to notify Editorial House without undue delay if there are any delays with respect to the performance of contracts. The foregoing duty applies to subcontractor as soon as any delay in the performance of the contract becomes apparent.

(2) In the event of a default in performance, Editorial House is entitled without limitation to the rights granted by statute, including the right of rescission and the right to damages once a reasonable grace period has expired in vain.

(3) In the event of delays in performance, Editorial House is entitled, following a prior written warning to the subcontractor, to demand a contractual penalty in the amount of 0.5%, but no more than 5%, of the value of the respective contract or purchase order for every commenced week, by which performance is delayed. The contractual penalty must be offset against damages to be paid by the subcontractor for the damage caused by the delay.

(4) Even if shipping is agreed, the risk passes to Editorial House only when the product or work results are handed over to Editorial House at the place of performance.

## **§ 7 Ownership protection**

(1) Editorial House reserves ownership of or copyright in all purchase orders and contracts issued by Editorial House along with the drawings, illustrations, calculations, descriptions and other documents provided by Editorial House. The subcontractor may not make them available to third parties or exploit or duplicate them, on its own or through third parties, without express permission of Editorial House. At the request of Editorial House, it must return these documents to Editorial House in full if they are no longer needed in the ordinary course of business or if negotiations do not result in entry into a contract. Copies thereof made by the subcontractor must be destroyed in such a case; the sole exceptions are safekeeping pursuant to statutory preservation duties and data storage for back-up purposes as a part of normal data back-up.

(2) Tools, devices, and models that Editorial House makes available to the subcontractor, or which are made for contractual purposes and for which Editorial House is separately charged by the subcontractor according to an agreement in the contract, remain the property of Editorial House or pass into the ownership of Editorial House. The subcontractor must make them identifiable as property of Editorial House, store them safely, protect them from damage of any kind, and use them only for contractual purposes. Unless otherwise agreed, each of the contracting Parties will bear half of the costs of their maintenance and repair. These costs must be borne by the subcontractor alone, however, if they are attributable to defects in such subcontractor-produced items or to

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improper use by the subcontractor, its employees, or other performing agents. The subcontractor will promptly notify Editorial House of all non-trivial damage to such items. It is obliged to return the items to Editorial House in proper condition on demand if they are no longer needed for performance of the contracts made with Editorial House.

(3) Reservations of ownership by the subcontractor are valid only in so far as they relate to the payment obligation of Editorial House for the products or work results of which the subcontractor retains ownership. Expanded or prolonged reservations of ownership in particular are not recognised.

## § 8 Transfer of rights of use

In the event that individual contracts contain deliverables which include and/or require the transfer of rights of use, the following terms apply:

(1) Unless otherwise agreed in writing, if the product or work results are protected by copyright, the subcontractor grants Editorial House, upon delivery and with no further action, all copyright-protected exploitation rights, without limitation as to time, place, or content, with the authority to further transfer those rights or to issue sub-licences, and with the inclusion of the right to work on or develop them further on an exclusive basis and to the exclusion of the subcontractor (a buyout). The scope of the grant of rights is explicitly not limited to the contractual purpose. Unless otherwise agreed by separate contract, Editorial House has the exclusive right, without limitation as to time, place, or content, to exploit the contributions at home and abroad, in tangible and intangible form, and in digital and analogue form, particularly in print media and in telemedia and media services, on the Internet, in film, radio, and video, in and from databases, telecommunications networks, mobile telephone networks, broadband networks, and data networks, and on and from data carriers, irrespective of the transfer, carrier, or storage techniques. The right of exploitation includes in particular the rights to photographs along with the authority to duplicate, distribute, lease, lend, archive, edit, transmit, translate, make publicly available, use in electronic press reviews, rebroadcast, and film, irrespective of the purpose of their utilisation (including promotional and commercial use, etc.).

(2) Editorial House becomes the owner of all documents provided by the subcontractor and prepared by the subcontractor under the Agreement (jointly referred to as **"Communication Materials"**) as of their presentation, including all materials created during the production, unless they are subject to rights of third parties.

(3) Editorial House shall be granted an exclusive, irrevocable right of use (for all types of use), which is not limited in terms of time, place or content and can be freely transferred and sublicensed, for Communication Materials and other works, results and information of a non-proprietary nature resulting from the collaboration, unless third-party rights exist. This specifically includes the right to reproduce, distribute, exhibit, present, perform them, as well as the right to reproduce them through image and sound recording media and the right to edit and redesign them.

(4) The subcontractor shall ensure, in particular, that third parties transfer unrestricted and exclusive rights to use, edit and change the works created by them to Editorial House and the project client of Editorial House. Where this is not possible or does not make any sense (e.g. with respect to stock photos, music rights, etc.), the subcontractor

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shall notify Editorial House of this in writing in due time before commencing its work and shall submit an offer for the acquisition of such rights (as an offer of third-party services) to it.

(5) The right to be identified as creator and other moral rights are waived to the maximum extent permitted by law.

(6) For in-house productions, the right of first publication and use for editorial use of works in the existing corporate publishing media of the project client of Editorial House and companies affiliated with the project client within the meaning ascribed to this term in Sections 15 et seqq. of the German Stock Corporation Act [*Aktiengesetz*] is granted for an indefinite period of time. The right of use granted includes the use in the print edition and for the electronic/interactive editions/applications (e.g. www/iPad/iPhone) with a 1:1 representation of the content created for the project client; also the right to create adaptations of this content with the works in addition to the use of the 1:1 representation, giving due regard to the moral right of the creator (e.g. the prohibition of distortion pursuant to Section 14 of the German Copyright Act [*Urhebergesetz*]), and to use it in additional internal and external corporate publishing media of the project client and affiliates within the meaning ascribed to this term in Sections 15 et seqq. of the German Stock Corporation Act for editorial use (e.g. teaser with the image and an abridged version of the text on the project client's intranet or in the social channels of the project client of Editorial House).

(7) Editorial House and the project client are also granted the right to create other, new editorial content with the works created for the German magazine of the project client of Editorial House, giving due regard to the moral right of the creator (e.g. the prohibition of distortion pursuant to Section 14 of the German Copyright Act), and to use this new content in internal and external corporate publishing media of the project client and affiliates within the meaning ascribed to this term in Sections 15 ff. of the German Stock Corporation Act. Where articles or images (stock material) from external sources are bought in addition, the rights acquired shall be limited to the rights of use that are commercially reasonable.

(8) Editorial House is entitled to transfer the rights that are granted to it to third parties (in particular the project client) in whole or in part without requiring the subcontractor's consent.

(9) If the subject matter of the contract is a computer program within the meaning of §§ 69 a et seqq. of the German Copyright Act that is created for Editorial House or further developed or specified on the basis of standardised (third-party) software, the granting of rights encompasses also all source files, all source/program codes, and all associated rights to the computer program or to the further development or specification undertaken by the subcontractor. The subcontractor is obliged to return to Editorial House upon its first request all source files and source codes, including appurtenant documentation.

## § 9 Rights of third parties

In the event that the contracts contain deliverables which concern and/or may concern the rights of third parties, the following terms apply:

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(1) The subcontractor guarantees that all deliverables provided are free from rights of third parties within the expected scope of use communicated by Editorial House in due time, unless any particular use has already been excluded or restricted in Section 8.1 which subcontractor shall point out without being specifically asked to do so. If an unrestricted scope of use is not possible from the outset, the subcontractor, where this is possible under the conditions specified by Editorial House, shall agree with the creators by contract that it may grant the rights as mentioned above.

(2) The subcontractor guarantees in particular that the material provided by it does not violate provisions of copyright law, competition law or trademark law, or infringe other proprietary rights of third parties (for example: the right to one's own image and/or to an established and practised business or trade, including the right of an owner of premises to undisturbed possession, or copyrights of an architect, such as, for example, copyrights in architectural structures).

(3) The subcontractor shall indemnify Editorial House within the limits set out in the liability provisions in Section 17 of these GTCs against all claims brought by third parties against Editorial House for the actual violation of rights in the deliverables provided to Editorial House. In this case, the subcontractor is responsible for all expenses incurred by Editorial House due to claims brought against it by the owner of the rights. This in particular extends to damages paid by Editorial House to third parties and to any statutory attorney and court costs incurred by Editorial House in connection with the claim brought against it.

(4) The subcontractor also guarantees, in particular, that any self-employed persons (subcontractors) working for it and/or its employees have transferred the rights of use required for executing the respective project to the subcontractor to the extent to which such rights of use must be transferred to Editorial House and/or the project client by the subcontractor. The Subcontractor must ensure in this respect that these employees waive the right to be identified as creator or other moral rights to the maximum extent permitted by law. Upon the respective request, the subcontractor is entitled to disclose the existing agreement.

(5) The subcontractor shall report all inventions or other results eligible for protection which are generated in connection with the deliverables provided to Editorial House and/or the project client (and paid for) to Editorial House without undue delay and provide all information required for this purpose to Editorial House. All rights to the inventions shall be transferred to Editorial House. In this case Editorial House shall provide the compensation for the inventors of the inventions concerned which are employed by subcontractor in accordance with the provisions of the German Employee Inventions Act and shall indemnify the subcontractor against those inventors' compensation claims in this respect. Where Editorial House is not interested in applying for proprietary rights for the invention, it shall transfer the invention back to the subcontractor. Editorial House or the project client shall retain a non-exclusive, unlimited right of use, free of charge, which is covered by the compensation agreed between the parties (see Section 14 of these GTCs).

(6) If the aforementioned obligation is violated, the subcontractor shall indemnify Editorial House against any claims on first demand.

(7) Any further legal claims of Editorial House arising from defects of title shall remain unaffected.

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## § 10 Communication during the performance of the project

- (1) If the project requires any changes, adjustments, further specification, supplementation and/or restrictions, these tasks are the responsibility of the project managers designated by the parties.
- (2) Both parties have a duty to notify each other of any difficulties with respect to the performance of the contract or foreseeable delays. The foregoing duty applies to the subcontractor as soon as any delay in the performance of the project becomes apparent.
- (3) Editorial House undertakes to organise the communication between the subcontractor and the project client where this is necessary for providing the deliverable.
- (4) The subcontractor must not name the project client as a reference for marketing or advertising purposes unless it has obtained the prior express written consent of Editorial House and/or the project client. This also, in particular, applies to the use of logos, the company name or other symbols of Editorial House and/or the Project Client.
- (5) The right to present the project in public is exclusively reserved to Editorial House and/or the project client.
- (6) All statements made by the subcontractor to third parties - in particular to the press, in self-advertising or in lectures - concerning the type and content of the collaboration and its objectives, tasks, and results are subject to the prior written approval of Editorial House. This does not apply to the participation of persons employed in the film industry in competitions or in cases of PR work. In this respect the project can be provided as a reference without naming the Project Client as long as the reference expressly mentions Editorial House as "LOOPING STUDIOS" and the names of the responsible creative directors and customer service. The subcontractor shall receive the title right of the producer and waives its right to have its company name and/or company symbols displayed in the commercial.

## § 11 Retention and provision of documents

- (1) Unless otherwise agreed in individual contracts, the subcontractor shall properly retain and hold in trust all documents and data created or generated for Editorial House, e.g. concepts, reports, printed documents, films, drawings and specimen copies of media, for the period of at least two years calculated from the time when it is paid for the respective individual contracts. The subcontractor shall ensure that third parties, even if they are affiliates within the meaning ascribed to this term in Sections 15 ff. of the German Stock Corporation Act, do not have access to these documents and data, with the exception of affiliates and subcontractors that need access to e.g. concepts, reports, printed documents in the context of the performance of the contract, and shall comply with the requirements of the General Data Protection Regulation (DS-GVO [*Datenschutz-Grundverordnung*]) and, as applicable, other relevant special regulations and principles of proper data processing.
- (2) After the expiration of the respective period and/or upon the termination of the Agreement, the documents shall be made available to Editorial House for pick-up. Editorial House may also request that documents be

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provided to it before the expiration of the period. The subcontractor is not entitled to any right of retention. The subcontractor must not demand any compensation for this as long as it is notified of the request at least two months in advance.

(3) The digital data generated by the subcontractor on which the documents are based shall be archived by the subcontractor in each case after the work has been completed.

(4) The documents and data are owned by Editorial House exclusively and shall be compiled and transferred to a suitable data medium upon request. The related expenses shall be charged by the subcontractor after providing a cost estimate. The storage or provision does not affect any aspects of the right of use. In this context, the subcontractor shall comply with any retention periods mandated by law or for tax purposes and shall comply with the obligation to erase the documents/data after their expiration.

## **§ 12 Material and other resources**

The subcontractor shall provide any and all information, resources, documents and/or material required to perform the work at its own expense.

## **§ 13 Acceptance of work results**

(1) The subcontractor may only request that the complete deliverable be accepted when the deliverable is in a condition where it can be accepted and ready for acceptance. It is considered ready for acceptance where the contractually owed work products have been provided in full and free of defects. After it has completed the deliverable and in compliance with the deadlines specified in the performance specification, the subcontractor shall request, in text form, that Editorial House accept the deliverable.

(2) The subcontractor's deliverable will be accepted formally. Editorial House can refuse to accept a deliverable if it contains a defect that is not insignificant. The subcontractor may only request again that Editorial House accept the deliverable after it has shown that the defect has been rectified.

(3) Unless they have been expressly agreed, part performances cannot be accepted. Reviews of interim results and the release of partial payments in accordance with work phase plans are not considered an "acceptance".

(4) The acceptance is not replaced by the fact that Editorial House uses the deliverable or part of the deliverable of the subcontractor due to operational requirements or continues to pay the compensation.

(5) The subcontractor shall bear the risk for its contract deliverable until it is formally accepted by Editorial House. If the complete or partial deliverable of the subcontractor is damaged or destroyed before its acceptance by force majeure, war, riots or other unpreventable circumstances for which the subcontractor is not responsible, the claim for the contractually agreed compensation is lost.

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## § 14 Compensation

(1) Unless otherwise agreed in the individual contract, the compensation for deliverables will only be paid after performance has been rendered in full. Where the parties agree on partial payments, they will only be paid after the respective part performance has been rendered in full.

(2) The subcontractor is bound by the maximum compensation and fixed prices agreed, as well as the cost estimate carried out by it before the execution of the agreement between the parties, unless it is expressly designated as non-binding in the individual contract or the execution.

(3) Where a fixed price has been agreed for a deliverable, the subcontractor must provide it in full at the price agreed. Any additional expenses incurred for the full performance of deliverables agreed are the responsibility of the subcontractor. It is not entitled to demand additional compensation.

(4) Compensation for the transfers of the rights of use stipulated in the agreement between the parties, in particular in Section 7 of these GTCs, is deemed included in the general compensation agreed. This compensation also includes all other services, non-personnel expenses and other costs, including any arising third party claims. Editorial House does not provide any materials required for the creation of the works and deliverables, unless Editorial House provides material for a specific project in coordination with the subcontractor.

(5) After it has been invoiced by subcontractor, the compensation set out in Sections 14.1 to 14.4 of these GTCs shall be paid to the account specified by the subcontractor

- a) for contracting parties who are **not** a legal entity  
within 30 days of the receipt of the invoice at Editorial House  
or  
with a 3 % discount where the transfer is made within 14 days of the receipt of invoice;
- b) where the subcontractor is a legal entity  
within 60 days of the receipt of the invoice at Editorial House  
or  
with a 3 % discount where the transfer is made within 14 days of the receipt of invoice;

The invoice can only be issued after the deliverable has been accepted. The invoicing address of Editorial House is as follows:

Olando GmbH  
Prannerstrasse 11  
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All invoices shall be submitted in digital form to the e-mail address [invoices@looping.group](mailto:invoices@looping.group) in order to ensure their timely processing by the accounting department of Editorial House.

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(6) If the parties agree on a separate agreement regarding the reimbursement of travel expenses, then such agreement shall apply. Otherwise, travel expenses are deemed settled upon payment of the remuneration as per Section 14.

#### **§ 15 Tax to be paid / insurance to be carried by the subcontractor**

(1) Where the subcontractor used the services of third parties, it shall fulfil the resulting obligations, e.g. minimum wage, tax, and social security contributions, in full and in due time. If third parties bring claims against Editorial House on this basis, the subcontractor shall indemnify Editorial House against any claims on first demand.

(2) The subcontractor has a duty to take out sufficient insurance to protect against damage resulting from the deliverables to be provided (business liability insurance) and submit proof of this to Editorial House upon request.

#### **§ 16 Warranty**

(1) In the event of defects, Editorial House is entitled without limitation to the rights granted by statute. That notwithstanding, however, the warranty period is 36 months.

(2) Once Editorial House's notice of defects is received by the subcontractor, the limitation period for warranty claims is tolled until the subcontractor denies the claims of Editorial House or declares the defect rectified, or otherwise refuses to continue negotiations concerning Editorial House's claims. In the event that a replacement is delivered or defects are rectified, the warranty period for replaced and repaired parts restarts unless Editorial House had to assume, by the subcontractor's conduct, that the subcontractor did not consider itself obliged to take such a measure but rather undertook the replacement or defect rectification as a gesture of good will or for similar reasons.

#### **§ 17 Liability, insurance**

(1) The parties are liable to each other, as per the pertinent statutory provisions, for any damage caused by a party, one of its legal representatives, employees or persons employed by the party.

(2) The subcontractor is obliged to take out and maintain an appropriate business liability insurance policy and undertakes to provide corresponding proof of such policy on the Editorial House's first request.

(3) In addition to compensation for its own damage, Editorial House may demand compensation for any damage caused by the subcontractor to the project client and/or other group companies of the project client through performance to itself as if the damage were Editorial House's own damage; however, the subcontractor only needs to pay damages once. Editorial House shall indemnify the subcontractor against claims brought by third parties where the subcontractor acted at the express written request of Editorial House even though the subcontractor had notified Editorial House of its concerns with respect to the permissibility of the actions in text form.

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## § 18 Performance periods, deadlines

The performance periods and deadlines agreed between the parties are fixed. Subcontractor is not entitled to additional periods for performance. If the subcontractor wants Editorial House to grant such an additional period regardless, it must submit the respective request to Editorial House in text form.

## § 19 Term and termination

(1) The subcontractor shall assume the tasks on the date set forth in the contract.

(2) The right to extraordinary termination for good cause remains unaffected.

Some of the circumstances that qualify as "good cause" are:

- If insolvency proceedings were initiated against the assets of the other party or the court refused to initiate proceedings due to lack of assets, or
- If a process of submitting an affidavit to the other party is carried out.

The subcontractor has a duty to notify Editorial House in a timely manner of impending or existing financial difficulties or possible or applied insolvency.

Other circumstances that qualify as "good cause" for Editorial House are:

- If the performance of the contract is noticeably jeopardized due to the subcontractor's inability to perform as contractually agreed – which can be assumed where the performance of individual partial deliverables and/or orders that together represent one third of the total value contracted in accordance with the agreement was not satisfactory, or
- if the subcontractor does not provide the deliverable as contractually agreed although it has been warned three times in writing with an appropriate additional period for performance, or
- if facts become known that give rise to the assumption that the subcontractor's self-employment status is false.

(3) Notices of termination are only effective if they are in text form.

(4) If the Agreement is terminated, the project assigned will either be completed as contractually agreed or the subcontractor will be reimbursed for the expenses incurred by it up to the time when the agreement was terminated in accordance with the arrangements on compensation and expenses on a pro rata basis; the decision will be made by Editorial House.

## § 20 Confidentiality/ non-disclosure

(1) The subcontractor has a duty to treat all commercial and technical details not commonly known which it learns about based on the business relationship with Editorial House and/or the project client as a trade secret and to not exploit such details or make them available to third parties during the term, and after the termination, of the

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agreement between the parties. Contractor may only create records of this information if this is necessary to fulfil the purpose of the agreement.

(2) In this context, the term "Trade Secret" shall include all business-related, operational and technical knowledge, affairs, transactions and information to which only a limited group of people have access and which the Editorial House and/or its respective project client does not want to become public knowledge.

(3) The subcontractor may only use information and documents not commonly known to which it was or is granted access in the context of the collaboration to carry out the tasks assigned to it and it shall treat them as a trade secret. The same applies to the results, data and information generated in connection with the agreement between the parties or the individual contracts.

(4) The subcontractor undertakes to effectively secure all information and data of Editorial House and/or the project client to the extent possible in accordance with the applicable state of the art (e.g. by using firewalls, also within the company) against access by unauthorized third parties, and, in particular, against theft, loss, manipulation, damage or any kind of reproduction.

(5) All documents received by the subcontractor in the context of its cooperation shall be stored in a safe place and must be protected against access by third parties.

(6) After completing its cooperation on the project/subject matter to which the documents relate and for which the subcontractor needed them, but at the latest after the performance of the agreement, and therefore the termination of the collaboration, the subcontractor shall return the documents in question to Editorial House. It is not entitled to claim any right of retention in this respect.

(7) The subcontractor is entitled to disclose confidential information, as described in the previous paragraphs, to the extent that it is obliged to do so by law or by an official or judicial order. It shall notify Editorial House and the Project Client thereof without undue delay where this is possible.

(8) If the subcontractor stores, edits or processes the information and data in its data processing systems, it must ensure that the information and data cannot be accessed by unauthorized third parties.

(9) The subcontractor has a duty to comply with all data protection law provisions, as amended, and must observe them. The subcontractor shall instruct all self-employed persons (subcontractors) and/or employees in accordance with the relevant data protection law provisions and shall place them under the obligation to maintain data secrecy. These instructions shall be submitted to Editorial House or its data protection officer upon request.

(10) In the event of order data processing, the parties shall enter into a separate contract data processing agreement. If the subcontractor has the personal data in its possession stored or processed by third parties, then it shall make sure to conclude the customary agreements on order data processing with such third parties and to inform Editorial House thereof in writing and without undue delay. It shall moreover submit the corresponding contracts upon request.

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(11) All statements by the subcontractor to third parties - in particular to the press, in self-advertising, or in presentations - concerning the type and content of the collaboration and its objectives, tasks, and results require the written approval of Editorial House and the project client. The subcontractor may only mention Editorial House and/or the project client as a reference to third parties or the general public after this has been approved by Editorial House in writing.

(12) If the obligation of confidentiality is violated, Editorial House is entitled, in particular, to terminate the Agreement without notice. The obligation of confidentiality shall remain in effect beyond the termination of the contractual relationship for an indefinite period of time.

## **§ 21 Place of performance**

The place of performance for the contractual services to be provided by the subcontractor to Editorial House is Hamburg.

## **§ 22 Assignment**

The subcontractor is not entitled to assign its claims arising from the contractual relationship to third parties.

## **§ 23 Consent to the transfer of the Agreement**

The subcontractor already now consents to the transfer of the agreement and these GTCs to affiliates of Editorial House, within the meaning ascribed to this term in Sections 15 ff. of the German Stock Corporation Act. If the Agreement is transferred, Editorial House will notify the subcontractor of this without undue delay.

## **§ 24 Applicable law**

This Agreement shall be governed by German substantive and procedural law. The United Nations Convention on Contracts for the International Sale of Goods [*UN-Kaufrecht*] does not apply, not even as part of German law.

## **§ 25 Severability clause**

If any provision of these GTCs is or becomes invalid or impracticable, or if there is a gap which cannot be closed through interpretation, the remaining provisions of the GTCs shall remain in effect and the invalid/impracticable/missing provision shall be replaced with that valid provision to be agreed by the parties which best reflects the parties' economic intention.

## **§ 26 Place of jurisdiction**

Where this is permitted by law, the place of jurisdiction is Hamburg.

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