

# General Terms and Conditions of youknow GmbH

(hereinafter referred to as “youknow”)

## Section 1: Scope of application and definitions

(1) The following General Terms and Conditions (GTCs) in their version valid at the time the contract was concluded shall apply exclusively to commissions for and the realization of audiovisual productions, in particular explainer videos, other corporate films, interactive videos and training/e-learning courses and/or other audiovisual media content (hereinafter referred to jointly as “production”) and to the workshops offered by youknow. youknow does not acknowledge differing terms and conditions of the client, unless youknow has explicitly agreed in writing that they are to apply.

(2) Conflicting, differing or additional general terms and conditions of the client shall not be part of the contract, unless youknow has explicitly agreed in writing that they are to apply. These General Terms and Conditions shall also apply if youknow is aware of terms and conditions of the client that contradict or differ from these General Terms and Conditions, yet provides its services without reservation.

(3) These General Terms and Conditions shall also apply to future deliveries and services, even if they are not explicitly agreed again.

## Section 2: Offers and conclusion of contracts

(1) Offers from youknow are without commitment and non-binding, unless they are explicitly indicated as binding or contain a specific acceptance period. youknow can accept orders within seven days of receiving them.

(2) The written contract or the order confirmation issued by youknow, in each case including these General Terms and Conditions, shall exclusively govern the legal relationships between youknow and the client. Collateral agreements shall only be valid if they are confirmed by youknow in text form.

(3) Disclosures by youknow on the subject matter of the delivery or service (e.g. technical data) and illustrations of them (e.g. graphics or figures) shall only be approximations, unless an exact correspondence is required so that the delivery or service can be used for the contractually intended purpose. They are not warranted qualities, but instead descriptions or characterizations of the delivery or service. Customary deviations, deviations that are made due to statutory requirements or that constitute technical improvements, and the replacement of elements by equivalent elements shall be permissible, provided they do not impair the usability of the delivery or service for the contractually intended purpose.

(4) youknow reserves all rights, in particular ownership of and all rights to use and exploit all offers and cost estimates it issues as part of steps prior to entering into a contract as well as concepts, presentations and other materials it provides for the client, irrespective of their form and version and whether they are in digital or physical form. The client shall not make these objects themselves or their contents available to third parties, disclose them, copy or otherwise use them itself or let third parties copy or otherwise use them without the explicit consent of youknow. At youknow’s request, the client shall return these objects fully to youknow and destroy any copies it has made of them if a contract is not concluded between the client and youknow.

### **Section 3: Creation of productions**

(1) youknow shall create productions, in particular explainer videos, other corporate films, interactive videos and training/e-learning courses and/or other audiovisual media content, in accordance with the client's instructions and on the basis of the joint briefing.

(2) The information, materials and other objects provided by the client shall be the main basis for creating the productions. The client shall be responsible for ensuring they are correct, complete and up-to-date.

(3) youknow shall provide its services in a quality complying with the state of the art in terms of artistic and technical design.

(4) youknow shall not warrant unrestricted technical functioning of the production within the IT environment and on all terminal devices of the client, but shall endeavor – by requesting the technical specifications before the start of production – to ensure technical functioning of the production as far as possible.

(5) In creating interactive productions, youknow uses third-party software tools, termed “authoring tools.” youknow shall not be liable for defects and consequential damage caused by errors (“bugs”) or a limited functionality of such third-party software.

(6) youknow shall be authorized to provide partial services.

### **Section 4: Delivery, delivery deadlines**

(1) The client shall be supplied with the contractually defined production via FTP server in a format to be mutually agreed.

(2) Periods and deadlines stated by youknow for deliveries and services shall always only be approximations, unless a fixed period or fixed deadline has been explicitly promised or agreed.

(3) If a binding delivery period has been agreed, it shall not commence before youknow has sent its order confirmation. So that such a period can be adhered to, the client must fulfill its contractual obligations, in particular its duties of cooperation, and youknow must have received all the necessary documents, permissions, (partial) approvals, etc.

### **Section 5: Duties of cooperation**

(1) The client shall help ensure the success of the production through its active and reasonable cooperation. In particular, it shall provide youknow with the necessary information, documents and data, resources and other objects. The client shall ensure that all the rights to the above objects required for the production have been secured and that there are no conflicting third-party rights standing in the way of that.

(2) Before the production process begins, the client shall name a qualified contact person who is available to youknow to answer queries during the process and is authorized to grant partial approvals.

(3) The client shall examine any work results submitted to it by youknow, including intermediate results, without undue delay. This shall apply in particular as regards examination of whether such results are correct from a technical and content-related perspective, complete and up-to-date.

(4) If youknow submits services or self-contained partial services for acceptance or partial acceptance, the client shall examine the services in question within a reasonable period of time and, if they are ready for acceptance, declare its written acceptance or partial acceptance of them.

(5) If the client does not fulfill its duties of cooperation and, as a result, youknow is not able to complete the production or parts of it within the agreed time, the time of performance shall be extended by a reasonable period. The rights of youknow pursuant to Sections 642 and 643 of the German Civil Code (BGB) shall remain unaffected, without prejudice to other rights and claims.

## **Section 6: Changes to the services**

(1) In each production step (e.g. “spoken text,” “storyboard”), the client can notify youknow of objectively justified change requests twice after receiving a document and youknow shall then make the requested changes for no additional payment (“two feedback loops”).

(2) In addition, the client can demand changes and additions to the service up to the time of acceptance, provided they are feasible and reasonable for youknow.

(3) Further change requests within the meaning of the above sub-section (2) shall be implemented only subject to separate payment, unless specifically agreed otherwise. youknow shall examine these change requests within a reasonable time and inform the client of the result, along with any resultant costs and delays in performance deadlines, in the form of a binding offer. The client shall examine the offer within a reasonable time. If the client accepts the offer, the changes shall become part of the contract. youknow shall adapt the work results to the changes. If the client does not accept the offer, the Parties shall continue the production without changes.

## **Section 7: Acceptance**

(1) The contractually agreed qualities of the production shall undergo acceptance testing. So that acceptance can be carried out, youknow must hand over the agreed work results to the client and notify it that they are ready for acceptance.

(2) The client shall then, without undue delay, start examining whether the production can be accepted and, if the production complies with the contract, declare its acceptance in writing without undue delay, but within 10 business days at the latest. Business days are Mondays to Fridays, with the exception of public holidays at youknow’s registered office. If the client does not declare whether it has accepted the production or not within that period of time, the production shall be deemed to have been accepted.

(3) If the production is not accepted, the client shall provide youknow with a list of all the defects that prevent acceptance of it. youknow shall provide a version of the production that is free of defects and can be accepted within a reasonable period of time. Only the listed defects shall be examined as part of the subsequent examination, insofar as their function allows them to be examined in isolation.

(4) The client shall declare its acceptance of the work results in writing without undue delay after successful examination of them.

(5) The client shall not refuse acceptance on account of insignificant defects.

(6) Separable parts of the services shall undergo partial acceptance. In particular the concept, spoken text and storyboard shall undergo partial acceptance (also termed “approval”). Partial

acceptance shall be tantamount to acceptance in terms of all legal effects. The above sub-sections shall apply mutatis mutandis.

## Section 8: Remuneration, due date

(1) The client undertakes to pay the agreed remuneration.

(2) Value-added tax at the applicable statutory rate shall be payable on top of all prices stated by youknow. This shall also apply if value-added tax is not disclosed separately when prices are stated.

(3) If a production price has been agreed between the Parties and no different arrangements have been made in this respect, the following shall apply:

- The production price is a binding fixed price and includes the remuneration for creating the production, along with all ancillary costs (fees of all parties involved, costs of the technically necessary equipment, music, etc.). It also includes storage of the material created during production for 24 months as of acceptance.
- Changes to the services requested by the client and/or non-fulfillment or only inadequate fulfillment of its duties of cooperation may result in an increase in the production price.

(4) Unless agreed otherwise by the Parties, the production price shall be payable as follows:

- 70% upon placement of the order or conclusion of the contract
- 30% upon acceptance.

youknow reserves the right to bill the outstanding remaining remuneration at the latest four weeks after the acceptance deadline defined in the project plan or otherwise agreed, if acceptance is delayed for reasons for which the client is responsible and youknow has acted in compliance with the contract. The remaining remuneration must be paid by the client in such a case.

Unless agreed otherwise, invoices shall be paid without deduction 7 days after their receipt.

(5) Changes at the suggestion of youknow and resultant extra costs shall require the client's prior written consent.

(6) If remuneration based on time and material has been agreed, the following shall apply:

- In the case of billing based on an hourly rate, the unit of billing shall be every commenced half hour.
- If daily rates are agreed, one day shall be equal to eight hours at the customary business hours of youknow. If youknow works at times other than its customary business hours at the client's request, the hourly and daily rates shall be increased by 50%.

(7) Travel and accommodation expenses shall be charged separately and are in general not included in youknow's fixed prices or remuneration based on time and material. If dates or deadlines are postponed by the client, the client shall bear expenses for travel that cannot be canceled and any cancellation fees.

## § 9 Premature termination (project cancellation)

(1) If the client terminates the contract prematurely for reasons for which youknow is not responsible before the production is accepted, the client shall reimburse youknow for all loss and damage caused by premature termination of the contract.

(2) Irrespective thereof, the following arrangements shall apply:

- Termination before the briefing: The client shall owe youknow 20% of the agreed order value.
- Termination between the briefing and approval or partial acceptance of the concept: The client shall owe youknow 50% of the agreed remuneration.
- Termination between approval or partial acceptance of the concept and approval or partial acceptance of the storyboard: The client shall owe youknow 80% of the agreed remuneration.
- Termination after approval or partial acceptance of the storyboard: The client shall owe youknow 100% of the agreed remuneration.

## Section 10: Rights of use

(1) Following acceptance and full payment of the agreed remuneration, youknow shall grant the client the rights to use the production with the agreed content and to the agreed scope.

(2) The content and scope of the rights of use to be granted shall be defined in the order or contract. The granted rights shall authorize the client to use the production for its own purposes. The client shall be authorized to allow companies affiliated with it within the meaning of Section 15 of the German Stock Corporation Act (AktG) to use the production for their own purposes within the bounds of the rights granted to the client. Sub-licensing of the production to third parties shall require the explicit consent of youknow.

(3) The right of use shall relate to the contractually defined work as a whole. The isolated use of sub-elements of the production, such as individual graphics, pieces of music or the like, shall require a separate agreement and shall be paid for separately.

(4) youknow reserves the sole right to change, edit, translate or otherwise rework the production or individual elements of it. The client or third parties are authorized to do so only subject to explicit agreement with youknow. Unless explicitly agreed otherwise in writing, youknow shall not provide the client with any processing data ("open project data").

(5) Irrespective of the rights granted to the client in accordance with the above sub-sections, youknow shall still be authorized to use the production or individual elements of it for its own purposes, i.e. in particular to copy, rework, disseminate or present it. The prior written consent of the client must not be obtained for presentations at contests and similar events.

(6) youknow shall ensure that the vicarious agents involved in the production in turn assign youknow the rights to the work results they have created, with the content and the scope so that youknow is able to grant the rights under the above sub-sections to the client. youknow shall furthermore ensure that the vicarious agents in question waive moral rights and exercise of them to the legally permissible extent. That shall apply in particular to the right to be named.

(7) If the production contains works of other third parties, the granted rights to them shall be confined to the rights that are allowed to be assigned by youknow in accordance with the stipulations of the third party in question.

(8) youknow and the client agree that all audio and visual media, as well as data carriers, resulting from creation of the production shall remain or become the property of youknow, unless agreed otherwise between the Parties.

### **Section 11: Workshops**

(1) youknow shall offer workshops on specific subjects. Their specific contents shall be defined as and when required in agreement with the client.

(2) The services performed are carried out under a contract for service.

### **Section 12: Liability for defects**

(1) youknow warrants that the production is free of defects. As part of statutory liability for defects, youknow is obliged in particular to investigate error reports and rectify defects (remedy). youknow shall be authorized to choose to supply a substitute instead of remedying the production. The right to refuse supplementary performance subject to the statutory requirements being met shall remain unaffected.

(2) youknow shall be authorized to make the owed supplementary performance contingent on the client paying the due remuneration. However, the client shall be authorized to withhold part of the remuneration that is in reasonable proportion to the defect.

(3) If supplementary performance fails or a reasonable period of time to be set by the client for supplementary performance has expired without result or such a period of time can be dispensed with under the law, the client can cancel the contract or reduce the remuneration. However, the client shall not have the right to cancel the contract if the defect is insignificant.

(4) The buyer shall also be entitled to claims for damages or reimbursement of futile expenses in relation to defects only in accordance with Section 12; any claims shall otherwise be excluded.

(5) The period of limitation for claims for defects shall be one year as of delivery or, if acceptance is necessary, one year as of acceptance. This period shall not apply to claims for damages on the part of the client for injury to life, body or health, malicious non-disclosure of a defect or violations of obligations by youknow through intent or gross negligence, which shall each become time-barred as defined by the statutory provisions.

### **Section 13: Liability for legal imperfections in title**

(1) youknow warrants that no third-party rights prevent the production from being used by the client as contractually agreed. In the event of legal imperfections in title, youknow shall enable the client either to use the production or, at the choice of youknow, an equivalent production in a legally compliant manner.

(2) The client shall notify youknow in writing without undue delay if third parties claim proprietary rights to the production. youknow shall assist the client in defending the claims by the third party by providing advice and information.

(3) Section 13 (1) up to and including (4) shall apply mutatis mutandis.

(4) The period of limitation for claims for legal imperfections in title shall be two years as of delivery or, if acceptance is necessary, two years as of acceptance. This period shall not apply to claims for damages on the part of the client for injury to life, body or health, malicious non-

disclosure of a defect or violations of obligations by youknow through intent or gross negligence, which shall each become time-barred as defined by the statutory provisions.

#### **Section 14: Other liability**

(1) youknow shall be liable, regardless of the legal grounds, within the bounds of the statutory regulations only in accordance with the following provisions of this Section 13.

(2) youknow shall be liable without limitation for damage due to injury to life, body or health and for damage caused by intent or gross negligence on the part of youknow or one of its legal representatives or vicarious agents, as well as for damage due to failure of youknow to comply with a guarantee or a warranted quality it has pledged, or due to malicious non-disclosure of a defect.

(3) youknow shall be liable for damage caused by violation of cardinal contractual obligations by it or one of its legal representatives or vicarious agents through slight negligence, with such damage shall be limited to restitution of the foreseeable damage typical of the contract. Cardinal contractual obligations are obligations whose fulfillment constitutes a vital prerequisite for proper performance of the contract and which the Parties can normally trust and expect to be fulfilled.

(4) youknow shall be liable for other cases of slight negligence to an amount limited to 25 percent of the agreed net order value per damaging event.

(5) Strict liability for defects that already existed when the contract was concluded in accordance with Section 536a (1) first half of sentence 1 of the German Civil Code (BGB) shall be excluded.

(6) Liability under the German Product Liability Law (Produkthaftungsgesetz) shall remain unaffected.

#### **Section 15: Liability of the client for supplied elements**

(1) The client shall ensure that the required rights to the information, documents and data, resources and other objects it gives to youknow have been secured and there are no third-party rights that prevent them from being used as contractually agreed.

(2) The client shall indemnify youknow against all claims by third parties due to any infringements of their rights and shall reimburse youknow for all resultant damage and costs. As part of that, the client shall also bear the costs of any necessary legal defense by youknow, including all court and attorney's fees. This shall not apply if and insofar as the client is not responsible for the infringement of the rights.

#### **Section 16: Force majeure**

Incidents of force majeure or other exceptional circumstances outside the control of a Party, such as in particular labor disputes, official or government measures or traffic disruptions, regardless of whether they occur at youknow or a supplier/subcontractor, shall exempt youknow from its delivery/performance obligations toward the client for the duration of their impact and, if they make it impossible for youknow to fulfill its delivery/performance obligations, shall exempt youknow fully from said obligations. Any agreed contract penalty for delay or other default in performance shall likewise not apply under such circumstances.

## Section 17: Confidentiality

(1) The Parties mutually undertake to maintain secrecy, for an unlimited period of time, on all information of the other Party to which they gain access in connection with the contract and which is indicated as confidential or is discernible from other circumstances as being business or trade secrets of the other Party and not to record, utilize or disseminate such information unless required for achieving the purpose of the contract.

(2) The above obligations shall not apply to confidential information that was already known to a Party before it was disclosed under the contract, has been created independently or otherwise obtained lawfully by a Party or that is public domain or becomes public domain without that constituting a violation of the contract.

(3) The Parties shall suitably ensure that the employees, freelancers and subcontractors they use to perform the contract safeguard the confidentiality of information as specified above.

(4) When this contract ends, the work results and other confidential information of a Party which are embodied in documents, etc., including all copies, and are in the possession or under the control of the other Party shall be returned to the Party in question or deleted in full and without undue delay by the other Party.

## Section 18: Final provisions

(1) The place of performance shall be Munich, Germany. Any disputes from contracts with merchants, legal entities under public law or special funds under public law shall likewise be settled solely before a competent court of law in Munich, Germany.

(2) The law of the Federal Republic of Germany, to the exclusion of any other conflict of law provisions that refer to another jurisdiction, shall apply exclusively to all disputes from and in connection with the contract and/or these General Terms and Conditions, regardless of the legal grounds. The United Nations Convention on Contracts for the International Sale of Goods shall not apply.

(3) If the Parties create a translation of these General Terms and Conditions or the contract into a language other than German for reasons of convenience, the German version alone shall nevertheless be legally authoritative.

(4) If one or more provisions of the contract or these General Terms and Conditions is or becomes invalid or void, in full or in part, or if the contract or these General Terms and Conditions contain a gap, this shall not affect the validity of the other provisions of the contract or these General Terms and Conditions.

(5) Any amendments to or modifications of these General Terms and Conditions shall only be binding if they are agreed in writing and have been confirmed in writing by the other Party.

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