

The General Terms and Conditions

(As of 1/31/2018)

I. General

A. These General Terms and Conditions of Trade (>>GTCT<<) apply to all agreements between the Customer indicated on the simpleshow order form (>>Customer<<) and simpleshow USA Corp., a company incorporated under Florida Law with its registered office address at 7300 Biscayne Blvd Suite 100, Miami, FL, 33138. Any general terms and conditions of trade of the Customer that differ from the agreement are expressly debarred.

B. Together with the separate order form completed and legally signed by the Customer or by a representative of the Customer authorized to form agreements, the separate price list, the separate Rights of Use and any separate (associated) additional agreements signed by both parties, the GTCT form an integral component of the agreement.

C. >>Materials provided (by the Customer)<< comprise all marks, logos, slogans, pictures, information etc. sent to simpleshow by the Customer for the purpose of inclusion in the video clip. The Customer acknowledge that any material provided to simpleshow is in compliance with all applicable Data Protection regulations.

D. Agreement formation: The Customer sends the completed and signed order form to simpleshow. This represents an offer. The agreement is formed with the express acceptance of this offer by simpleshow in written or textual form.

II. Obligations of simpleshow

A. Simpleshow is obliged to produce the video clip designated on the order form in

accordance with this agreement. The Customer expressly acknowledges the editorial and artistic freedom of simpleshow (>>simpleshow style<<).

B. Granting the rights of use:

1. simpleshow is obliged to grant the Customer the rights of use selected by the same on the order form and described in detail in the >>Rights of Use<< enclosed for the purpose indicated on the order form and exclusively for use by the user indicated on the order form. In the event that the Customer and user are not identical, simpleshow already consents to the transfer to the user of the rights of use acquired by the Customer in accordance with this agreement, although with the proviso that no rights of use are retained by the Customer in this case and that the user is in turn permitted to transfer none of these rights of use to third parties.

2. The object of any granting of rights to the Customer is exclusively the video clip comprising the subject of the agreement in its respective unaltered final version accepted by the Customer.

3. The rights of use are granted only if both of the conditions listed below are fulfilled: a) simpleshow's receipt of the acceptance form signed by the Customer and b) receipt of the complete payment on time.

4. The parties agree that all work results (particularly text and style concept, storyboards, video clip including preliminary stages) transmitted by simpleshow in connection with the production enjoy copyright protection or, in the event that no copyright protection exists, that the regulations of copyright law apply accordingly to such work results.

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5. It is hereby indicated to the Customer that the background music provided by simpleshow for the video clip is royalty-free. Should the Customer nonetheless desire the use of different background music for which licensing by ASCAP (The American Society of Composer, authors & publisher) is required then the Customer is independently responsible for obtaining the required licenses and paying the ASCAP fees incurred. All of the required information can be viewed at <https://ascap.com>. Queries about this can be addressed to simpleshow before the start of production.

C. Non-disclosure: simpleshow is bound by non-disclosure with respect to all information that is identifiable as business or trade secrets of the Customer and that comes to knowledge of simpleshow in the course of the performance of the agreement.

III. Obligations of the Customer

1. The Customer is obliged to contribute to the production in accordance with the agreement. As such, agreed appointments must be kept or cancelled in time (at least 48 hrs. in advance) by e-mail. In the event of cancellation at shorter notice, simpleshow reserves the right to claim damages.

The Customer is obliged to immediately send missing information or materials requested or to provide binding information of when such can be sent.

2. Production proceeds in several stages (cf. IV.). The Customer is hereby obliged to promptly examine work results presented (text concept, storyboard, video clip) and to

either express specific alteration requests in written or textual form within three days or to declare acceptance in written or textual form in the event that there are no amendments required. Simpleshow is obliged to make alterations only if the alteration requests are expressed in due form and time and include a clear and comprehensible description of any required amendment (simple subjective dissatisfaction does not justify an alteration request).

3. simpleshow has no obligation to begin the next production stage before the previous stage has been accepted by the Customer.

4. The Customer is obliged to pay separately for alterations that represent a subsequent intervention into a work piece already accepted, depending on cost to be agreed in advance between the parties.

5. The Customer is hereby obliged to grant simpleshow the necessary rights of use for the materials provided by the Customer of the production of the video clip and particularly the right to edit (including the rendering of logos in the simpleshow style), to film, to reproduce and to make publicly accessible as a simple right of use unlimited by time or space if this is necessary for the production of the video clip. The right shall be granted by the sending of the materials. If the customer has consented on the order form to the use of the video clip by simpleshow for reference purposes then the rights of use list under II.

B. remain with simpleshow. The Customer hereby guarantees that no third party rights prohibit production and/or use.

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If, at the request of the Customer, background music is used for which licensing by ASCAP (The American Society of Composer, authors & publisher) is required then the Customer is independently responsible for obtaining the licenses and paying the fees incurred (see under II. B. 5. Above) In the event of any reference use by simpleshow, simpleshow itself is responsible for obtaining any ASCAP licenses required for the reference use and payment of the fees incurred for such (see II. B. 5. Above).

6. If third parties commence judicial proceedings (e.g. by means of warnings, interim legal protection etc.) against simpleshow to assert (alleged) own rights in connection with the production or use of the video clip by the parties then the Customer is hereby obliged to exempt simpleshow from such claims to reimburse all costs incurred for an appropriate legal defense (particularly attorneys' fees, court fees). In such cases, simpleshow is entitled to demand advance payments from the Customer on the costs to be reimbursed.

7. The Customer hereby grants simpleshow the simple right unlimited by time or space to digitally archive the video clip and preliminary production stages including the materials provided by the Customer.

8. The Customer is obliged to pay the fee agreed on the order form on time after invoicing by simpleshow. The fee is calculated from the selected product, the selected license and the current price list at the time when the order form is sent to simpleshow. If the Customer wishes to purchase further licenses or to make alterations at a later date then Customer wishes to purchase further licenses or to

make alterations at a later date then simpleshow will invoice this separately.

IV. Production Process

The following provisions apply only for the >>simpleshow hand classic<< product and only in the case of a video clip of which the original version is in English, Spanish or Canadian French.

1. Immediately after formation of the agreement, simpleshow will send a questionnaire to the Customer, which is to be completed by return.

2. simpleshow will offer the Customer a briefing meeting as soon as possible (although no earlier than three working days after receipt of the completed questionnaire).

3. In the briefing meeting, the wishes of the Customer and the intended message of the video clip will be discussed comprehensively. The Customer must answer all questions until the facts to be represented are sufficiently clear so that development of the text concept can be started. The text concept bindingly determines precisely what the narrator says on the video clip.

4. The initial text concept is presented to the Customer for acceptance within seven working days after the briefing meeting.

5. Development of the storyboard begins after acceptance of the text concept. The storyboard is strictly based on the text concept and determines which visual elements appear in which order in the subsequent video clip. The storyboard is presented to the Customer within ten

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working days after acceptance of the text concept for approval.

6. After acceptance of the storyboard, actual production of the video clip begins. This is presented to the Customer within ten working days after acceptance of the storyboard for final approval. Any alteration requests of the Customer arising subsequently can be incorporated free of charge only in the finished video clip actually contains a noticeable content or aesthetic deviation from the text concept or storyboard already previously accepted.

7. The Customer is obliged to declare final acceptance of the Video clip within three working days of delivery of the finished video in written or textual form. If the Customer fails to declare acceptance within the aforementioned period of three working days then the video clip considered accepted nonetheless.

V. Cancellation by the Customer or Interruption of Production

1. The Customer may cancel the agreement at any time after formation of the agreement. However, the Customer must nonetheless reimburse simpleshow as follows and irrespective of the actual outlay of simpleshow up to that time (>>extraordinary rules governing payment<<):

a) In the case of cancellation before acceptance of the storyboard, the Customer is obliged to pay simpleshow 50% of the agreed fee. This applies irrespective of the actual outlay of simpleshow up to that time.

b) In the case of cancellation after acceptance of the storyboard, the Customer must pay simpleshow the full fee agreed.

2. If production is adjourned for six months or longer (measured from the last correspondence from the Customer on the basis of which simpleshow was able to proceed with production) then these extraordinary rules governing payment apply accordingly.

3. In the event of cancellation or in the event of interruption of production in the sense described above V. 1. And 2., the Customer acquires no rights of use whatsoever over the work results created or accepted up to that time.

VI. Liability

1. simpleshow is not responsible for the content of video clips if the respective work stages and the video clip have been accepted by the Customer. Under no circumstances does simpleshow accept responsibility (particularly with respect to obtaining any third party approvals required) for the use of the materials provided by the Customer. From the time of final acceptance, responsibility for publication and other use of the video clip rests solely with the Customer. This also applies in the event that the Customer permits simpleshow to use the video clip for its own promotional and reference purposes according to the order form.

2. simpleshow is not liable if any expectations of the Customer in terms of advertising effect in connection with the use of the video clip are not fulfilled.

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3. simpleshow and its vicarious agents are liable only for willful misconduct or gross negligence other than in the case of injury to life, body or health, claims from product liability law or the breach of essential contractual obligations without adherence to which the fulfillment of the purpose of the agreement would be impossible and upon adherence to which the Customer can generally depend (cardinal obligations). In the event of a breach of cardinal obligations, any claims for damages are limited to typical actual and foreseeable damages.

interpretation that is close as possible to the economic and purpose of the void provision. This principle applies accordingly for a regulatory gap.

Contact

simpleshow USA Corp.
7300 Biscayne Blvd Suite 100
Miami, FL 33138 USA

Phone: (786) 631-4060
www.simpleshow.com

VII. Concluding Provisions

1. Florida law is applicable exclusively to this agreement and all its components to the express exclusion of UN sale of goods law.

2. The parties hereby agree to submit all disputes, which have not been settled amicably between the parties, to the exclusive jurisdiction of the federal or state courts in Florida in Miami-Dade County. Both parties hereby waive any rights they may have to change the jurisdiction or venue for any disputes arising under this Agreement, and also waive any rights to trial by jury.

3. There are no verbal side agreements or addenda. Side agreements or addenda are binding only if composed in writing legally signed by both contractual partners. This also applies for the revocation of this written form requirement.

4. Should individual provisions of this agreement be void or unenforceable, this shall not affect the validity or operability of the remaining provisions. In such a case, the parties are obliged to agree to an

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Rights of Use

Agreement

(as of 01/31/2018)

I. Rights of the Customer

A. General Rules

1. The Rights of Use Agreement sets out the terms under which simpleshow USA Corp., a company incorporated under Florida Law, with its registered office address at 7300 Biscayne Blvd Suite 100, Miami, Florida 33138.

Simpleshow makes available Video Clips to Customers; where "Customers" is defined as a person who has entered into an agreement with simpleshow, comprising (a) this Rights of Use Agreement; together with (b) either simpleshow's general terms and conditions as supplied to you by simpleshow; or such alternative custom terms and conditions of business as supplied to you by simpleshow (the "simpleshow general terms and conditions"); or such alternative custom terms and conditions as may have been accepted by an authorized representative of simpleshow in writing; and (c) an "Order Form", as defined in accordance with clause I(A) of the simpleshow general terms and conditions, incorporating the simpleshow Standard Price List and/or any custom pricing identified in such Order Form, and executed by an authorized representative of the Customer (together an "Agreement") and "Video Clip" is defined as the finished video clip provided by simpleshow to the Customer pursuant to the terms of the Agreement in its unaltered final version, accepted by the Customer in accordance with Section IV of the simpleshow general terms and conditions, and paid for in full by the Customer.

2. No rights of use are granted for preliminary stages of a video clip (particularly text or style concepts), storyboards or other work results outside of the finished Video Clip. The Customer agrees that all work results (particularly text and style concepts) transmitted by simpleshow in connection with the production enjoy copyright protection or, in the event that no copyright protection exists, that the regulations of copyright law apply accordingly to such work results.

3. Any rights and use granted hereunder are granted for the limited purposes expressly set out by the Customer on the Order Form, and limited to use by the user indicated on the Order Form (the "User"). In the event that the Customer and User are not identical, simpleshow hereby consents to the transfer to the User of the rights of use acquired by the Customer in accordance with and limited to the terms of the Agreement, although with the proviso that no rights of use are retained by the Customer in this case and that the User is in turn permitted to transfer none of these rights of use to third parties.

4. In the event that the Customer decides to use background music in connection with its use of the Video Clip that differs from that proposed by simpleshow and is therefore not royalty-free, Customer shall be fully liable for paying the ASCAP (The American Society of Composer, authors and publisher) for the right to use such music on its own account. All of the required information in relation to ASCAP can be viewed <https://ascap.com>. Queries about ASCAP licenses can be also be addressed to simpleshow prior the start of production or by contracting the ASCAP in accordance

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with the contact details set out on their website. Customer shall indemnify simpleshow in full to the extent that simpleshow is the subject of any action or claim by ASCAP or any rights holder that the Customer has failed to pay applicable license fees to the ASCAP for the use by the Customer of music used by the Customer in any Video Clip other than the royalty-free music proposed by simpleshow.

5. Where simpleshow uses the Video Clip as a reference user pursuant to Section IIB, simpleshow will be responsible for obtaining the relevant ASCAP license.

B. Standard License

Simpleshow grants the following exclusive rights of use in relation to the Video Clip for the specific purpose indicated on the Order Form:

1. The right to make the Video Clip publicly accessible in the name of the user (i.e. the right to make the Video Clip publicly accessible on the internet and or the Customer's internal company intranet such that it can be viewed by members of the public and/or Customer's internal employees at times and places of their choice). This includes the right to draw attention to the Video Clip by setting links in any form desired (e.g. on social networks such as Facebook, Twitter or LinkedIn).

2. The right to reproduce the Video Clip on data media of all types (particularly DVD, Blue-ray, CD, flash memory data media (e.g. USB sticks, SD cards)) and to distribute such reproductions free of charge.

C. Extended License

If, according to the Order Form, the Customer seeks uses beyond the uses described above under clause I(B) then the Customer shall purchase the additional rights of use set out in the Order Form in addition to the rights of use listed above

under I(B) in accordance with the simpleshow Standard Price List. These include but may not be limited to:

1. Broadcasting Rights

Where Customer has purchased broadcasting rights in respect of the Video Clip, Customer will acquire the exclusive worldwide right for twelve months from the date of purchase of the relevant license, to show the Video Clip in the name of the User specified in the Order Form any number of times during the twelve month license period over any TV-channels (private channels; public-legal channels; free-TV, Pay-TV; Web-Broadcasting).

2. Cinema Use

Where Customer has purchased the right to use the Video Clip for Cinema usage, the Customer shall have the exclusive right for up to Twelve months from the purchase of such right, to have the Video Clip shown as often as desired in cinemas of any type desired and any chain desired in the name of the User indicated on the Order Form.

D. Edits and adaptations, use by third parties, separate use of illustrations from the video clip, other uses:

Subject to execution of an additional agreement between Customer and simpleshow, simpleshow can grant the following additional rights:

1. For simpleshow to alter the Video Clip and/or to have rights of use of the same granted such that the Video Clip can be used for purposes other than those indicated on the Order Form (e.g. by inserting a new soundtrack or replacing individual graphical elements).

2. For the Video Clip to be provided for use by and in the name of a user other than the User indicated on the Order Form.

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3. To purchase rights of use for individual illustrations to be determined by simpleshow from the Video Clip (as two-dimensional graphical elements on its own website or by reproduction and distribution on primed products or in digital applications to be agreed in detail).

4. IF the Customer seeks other uses of the Video Clip and/or illustrations contained in clauses 1(D)1 through 1(D)4, than it may be that such additional uses may also be available subject to agreement on appropriate additional terms and charges.

E. Copyright Violation

Any use (including any alteration) of the Video Clip and/or illustrations contained therein not expressly agreed by simpleshow in the Agreement represents a copyright violation.

II. Rights of simpleshow

A. simpleshow reserves the non-exclusive, unlimited right to digitally archive the finished Video Clip and all preliminary stages (drafts, text concept, storyboard etc.) (in accordance with the provisions of clause III(7) of the simpleshow general terms and conditions).

B. If the Customer agrees to simpleshow using the Video Clip as a reference by ticking the relevant box on the Order Form, then simpleshow retains the following non-exclusive unlimited rights to use the finished Video Clip:

1. The right to make the Video Clip publicly accessible in order to advertise own services on the internet or internal company intranet. This also includes the right to upload the Video clip onto platforms of their parties (e.g. such as YouTube or Vimeo) on own behalf;
2. The right to advertise its owner services using the Video Clip by setting links and other references on the internet

(particularly on websites owned by simpleshow or its affiliated companies or on the platforms of third parties, e.g. such as Facebook or Twitter);

3. The right to reproduce the Video Clip on data media of all types (particularly DBD, Blue-ray, CD, flash memory data media (e.g. USB sticks, SD cards)) in any quantity required;

4. The right to distribute such data media produced in accordance with clause II(b)3 free of charge in order to advertise its own services (e.g. by distributing at trade fairs or other promotional events or by sending them to potential customers);

5. The right to show the Video Clip publicly on screens of any nature and/or projects (the latter also in cinemas) (e.g. at trade fairs and other promotional events as well as in the context of regular cinema advertising);

6. The right to edit the Video Clip in order to create promotional materials to advertise its own services particularly by abridging, combination with other works (particularly video clips created for third parties and/or by replacing the soundtrack) and particularly to create so-called >>showreels<<. This also includes the right to separate out individual elements (particularly on independent websites) and offline (e.g. on postcards and other (printed)products)- the latter with as much reproduction as desired and as much free distribution of such reproductions as desired. It also includes the right to incorporate the Video Clip into applications for mobile terminal devices of all manufactures (e.g. on the basis of Apple iOS or Android) in altered or unaltered form;

7. The right to use the results of edits in accordance with clause II(B)6 above to the extent described in clauses II(B)1 to II(B)5 above;

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8. The right to grant the third party rights listed in clauses II(B)1 through II(B)7 above without the prior consent of the Customer if this is feasible in order to implement the described promotional measures for the services of simpleshow; and

9. The right generally to advise own services to third parties on the channels listed previously using the fact that the Customer is a customer of simpleshow and/or (in the event that the Customer and User are not identical) that simpleshow has acted for the User. This also includes the non-exclusive unlimited right for simpleshow to show or mention the word mark and/or word and design mark and/or design mark of Customer and/or (in the event that the Customer and User are not identical) of the User for all the aforementioned promotional measures specified under clause II(B).

10. simpleshow reserves the right to allow third parties to offer services in their own name – although exclusively using the >>simpleshow<< mark – such as are identical to those of simpleshow (simpleshow licensees). The Customer therefore hereby also grants simpleshow the right to grant rights listed here under clauses II(B)1 through II(B)9 to simpleshow licensees for the promotion of their services. This applies exclusively in the event that such simpleshow licensees are based abroad and offer their services in their respective foreign markets.

11. simpleshow retains copyright in all their Original Material. Original Material includes video recordings, graphics, soundtracks, printed material and any other design or artwork commissioned by the Customer in relation to the Order Form. The Customer must ensure that permission is sought for the inclusion of any copyright material they supply to simpleshow to enable them to

deliver the Video Clips. The Customer must also ensure that permission is sought for the inclusion of any performers or performances, trademarks and locations. The Customer agrees to indemnify simpleshow in the event of any breach of copyright claims being brought against simpleshow in respects of material supplied by the Customer.

Contact

Simpleshow USA Corp.
7300 Biscayne Blvd Suite 100
Miami, FL 33138
Phone: (786) 631-4060
Website: www.simpleshow.com