

www.gulliveo.com – Brokerage and Service Contract

Preamble

GMS Gulliveo Media Services GmbH (hereinafter referred to as “**Gulliveo**”) is a company which operates a global on-line portal (hereinafter referred to as “**Platform**”) whose purpose consists in brokering licence contracts between sellers and purchasers in the field of international trade with film and television rights. On this Platform, it is in particular possible to offer for sale any audio-visual materials (hereinafter referred to as “**Contents**”) as well as, if applicable, additional services for processing any Contents for which licences have already been obtained and purchasers will be able to download such Contents after having concluded a purchase contract on the Platform. This offer shall exclusively include the **brokerage of licence agreements**. Any and all licence agreements and any other agreements regulating the transfer of the above Contents shall exclusively be concluded between the respective seller and the purchaser accepting the relevant offer.

Gulliveo facilitates the access to and the use of the Platform based on this general Brokerage and Service Contract (hereinafter referred to as “**Brokerage and Service Contract**”). This Brokerage and Service Contract shall regulate the legal relationship between Gulliveo as the Platform operator and the purchasers and/or the sellers as registered users.

Gulliveo expressly and exclusively refers to entrepreneurs; the term “entrepreneur” shall describe both natural and legal persons or partnerships vested with legal capacity who/which perform their commercial or independent professional activities when concluding any such contract (section 14 para. 1 *BGB* [*Bürgerliches Gesetzbuch* – German Civil Code]). To the extent to which the following refers to the term of “persons”, this shall exclusively refer to such entrepreneurs.

1. Categories of Registered Users

Any and all Gulliveo offers shall be intended for the categories of registered users referred to in the following:

- Sellers;
- Purchasers; and
- Visitors.

1.1. Sellers

“Sellers” in terms of this Brokerage and Service Contract shall describe all those persons or companies who/which offer any Contents for licensing purposes for their own aims and at their own account. Both natural and legal persons may be Sellers; however, in the case of legal persons it is necessary to indicate at least one natural person having the right to represent that legal person, including such person's name and complete address, at the time of registration with the Gulliveo Platform. Any and all natural persons must be registered by indicating the complete given and family name as well as their commercial address.

1.2. Purchasers

Both natural and legal persons may be Purchasers; however, in the case of legal persons it is necessary to indicate at least one natural person having the right to represent the legal person, including such person's name and complete address, at the time of registration with the Gulliveo Platform. Any and all natural persons must be registered by indicating the complete given and family name as well as their commercial address.

1.3. Visitors

Visitors shall describe Platform users who are not registered as Purchasers or as Sellers. The right for Visitors to make use of the Platform shall be predominantly subject to the General Terms and Conditions of Use: <https://www.gulliveo.com/Terms-of-use>

1.4. Registered Users

Both Purchasers and Sellers shall hereinafter also be referred to as “Registered Users”. Registered Users shall be the exclusive recipients and contractual parties with respect to this Brokerage and Service Contract.

2. User Account, Contract Conclusion

2.1. For the purpose of having complete access to the offers on the Platform, Registered Users must register on the website. Without being registered on the Platform, users, in this case being Visitors, may use the search function provided by Gulliveo, but they will not be able to watch individual offers in their entirety.

2.2. One requirement to be fulfilled for registration and usage relationship maintenance purposes is the provision of correct and complete information concerning the respective Registered User, in particular the indication of their e-mail addresses currently in use. Gulliveo shall have the right, at their own discretion, to request Seller to provide them with additional information, in particular for the purpose of producing evidence showing that they are entrepreneurs (such as, including but not limited to, commercial register excerpts, company profiles, tax numbers, company IDs etc.).

2.3. During the registration process, the respective e-mail address indicated by Registered User – subject to availability – shall be allocated to them as their user name and they may then freely select their own password. Registered Users shall be obligated to treat their respective passwords as confidential and not to grant any third parties access to the offer user space by providing such third parties with their access data.

2.4. In the case where any account is used by several users, the user who registered first shall be provided with administration rights. Based on these administration rights, administrators shall be authorised to perform certain actions, including but not limited to deleting accounts, granting releases for additional sub-users or changing account information; it is impossible for other users to perform such actions.

2.5. This Brokerage and Service Contract shall be concluded by Registered User submitting the registration form provided (contract offer) and by Gulliveo subsequently sending a registration conformation by e-mail (offer acceptance).

2.6. During the registration process, Registered User is also obligated to select whether they want to register as Sellers and/or as Purchasers.

3. Specification of Services/Obligations of Gulliveo

3.1. The Platform enables purchasers to look for specific Contents from sellers and to purchase such Contents from sellers by making use of the Platform. The Platform offer shall exclusively include the brokerage of licence agreements. Any and all licence agreements and any other agreements

regulating the transfer of the above Contents shall exclusively be concluded between the respective seller and the purchaser accepting the relevant offer on the basis of the **licence provisions indicated in Appendix A.**

3.2. In addition, the Platform shall also be responsible for delivering any and all materials described on the respective Seller's Contents page by providing Purchaser with such Contents for download purposes after a licence agreement was concluded. On the condition that Purchaser makes use of the Gulliveo Client provided (hereinafter referred to as "**GVC**"), they shall not incur any costs whatsoever when downloading any Contents. Should Purchaser decide to use any type of download procedure other than the GVC, Gulliveo shall have the right to request a processing fee for this. Gulliveo expressly reserves the right to request from both Purchaser and Seller the payment of a processing fee in the future for the purpose of providing materials through the GVC and to enhance existing services in the future and/or to offer any new services against payment.

3.3. Apart from the above, Gulliveo shall, in the case of need, also broker content processing services, in particular in the form of creating synchronised, sub-titled or voice-over versions of the Contents; the provision of these processing services shall be subject to separate terms and conditions.

3.4. Any Contents which Seller uploads shall be provided by Seller on the Platform together with any other contents, in particular with any contents from other registered users, and including descriptions which must also be provided by Seller (for more information, please also refer to para. 5.1 of this Brokerage and Service Contract). Gulliveo shall not be obligated to place any Contents at a certain position on the Platform.

3.5. Current operations as well as administration and maintenance activities with respect to the Platform shall be the responsibility of Gulliveo who shall perform any of the above activities in compliance with the state of the art and to the best of their knowledge. In contrast, Gulliveo shall not be liable for any technical defects, failures and similar issues. In particular, Gulliveo does not accept any liability with respect to any user accounts being functional and available at all times without any interruptions, with respect to the Contents offered on the Platform being available to Registered User or with respect to the Platform as a whole or individual services being functional and available at all times. Gulliveo reserves the right to temporarily interrupt the access to the Contents, to user accounts and to the Platform as a whole or to certain services thereof for the purpose of performing required maintenance works. In addition to the above, Gulliveo rejects any liability whatsoever concerning the quality level of Contents provided on the Platform since the quality level predominantly depends on the original materials which Seller uploaded on the Platform.

3.6. The GVC shall be considered a component of both the Platform and the service offer and it must be used by Registered User for uploading, compressing and downloading any Contents. Any and all system requirements which Registered User is obligated to fulfil for this purpose are indicated on the Platform at www.gulliveo.com/downloadgvc.

3.7. Gulliveo shall additionally have the right to provide Registered User with a live messenger system enabling them to contact other registered users and to exchange information on the Contents offer.

3.8. Once Purchaser completed the download process, any and all brokerage and service activities performed by Gulliveo in relation to the licence agreement to be concluded shall be considered to be completed and Gulliveo shall not be subject to any additional contractual obligations after that.

4. Conclusion of Licence Agreements Between Purchasers and Sellers

Gulliveo shall provide an integrated system for purchasing and paying any Contents selected by Purchaser and to be licensed which enables Registered User to both purchase and subsequently pay for the respective Contents through electronic means.

4.1. Conclusion of Contracts Between Purchaser and Seller

The contract to be concluded between Purchaser and Seller in relation to any Contents to be licensed shall come into legal effect at different points in time, depending on the pre-settings selected by Seller.

4.1.1 In the case where Seller activates the what is referred to as **Double-Opt-Sales-Confirmation**, a contract shall be deemed to be concluded once Seller confirmed the offer to Purchaser (hereinafter referred to as "Active Selling Confirmation"). In this case, Seller publishing any Contents on offer on the Platform shall not be deemed a legally binding offer for the conclusion of a licence agreement. Instead, a legally binding offer to Purchaser shall only be considered the above Active Selling Confirmation which is, in return, based on the terms and conditions of licensing shown during the booking process and presented under Appendix A. Should Seller fail to accept an Active Selling Confirmation within a maximum confirmation period of twenty-four hours or should they reject any such Active Selling Confirmation, no contract shall be concluded as to the licensing of any Contents.

4.1.2 In the case where Seller decided not to activate the "Double-Opt-Sales Confirmation" setting, any and all of Seller's Contents presented on the website shall already be deemed a legally binding offer for the conclusion of a licence agreement subject to the terms and conditions indicated under Appendix A and subject to the licence fees indicated during the order process. This offer shall be accepted by Purchaser on a legally effective basis by clicking on the "Yes, Purchase Now" button. After that, they will be provided with an automatic selling confirmation.

4.1.3 With respect to both the above purchase methods, Purchaser and Seller shall have the possibility to negotiate upon the price indicated for the offered Contents selected by Purchaser. In this case, a legally binding purchase contract shall come into effect only after Purchaser confirmed the purchase price proposed by Seller.

4.2. Payment of Licence Fees

4.2.1 If Purchaser intends to pay the licence fee applicable to the selected Contents by electronic means, their only payment option for this purpose is PayPal. Gulliveo reserves the right to introduce additional payment methods or to no longer offer PayPal as a payment method. Concerning the payment options, the PayPal General Terms and Conditions shall additionally apply; these terms and conditions will be shown to Purchaser within the framework of the payment process. In this respect, Gulliveo shall exclusively provide an interface referring to the service providers' offers.

When making use of PayPal as the payment method, Purchaser shall transfer the licence fee to a PayPal account owned by Gulliveo, PayPal shall then deduct the applicable brokerage fee (hereinafter referred to as "**Brokerage Fee**") from the amount to be paid and transfer the remaining amount to a payment account indicated by Seller; for more information on the amount of Brokerage Fee to be paid, please refer to para. 6 below. This shall also apply to any and all other

payment methods.

4.2.2 Gulliveo reserves the right to subject the usage of any payment methods to an analysis of Purchaser's required level of creditworthiness

4.2.3 and Gulliveo reserves the right to effect any disbursements to Seller through PayPal only seven days from the time when the respective licence agreement was actually concluded.

4.3. Currency

The currency indicated for any and all licence prices shall be Euro.

In the case where Purchaser is obligated to pay any licence prices in a currency other than their respective official currency (hereinafter referred to as "Foreign-Exchange Accounts Payable"), Gulliveo shall have the right to request the payment to be effected in Purchaser's official currency and to convert the respective Foreign-Exchange Accounts Payable based on the foreign exchange rate applicable at that time. For this purpose, Gulliveo may charge Purchaser with a reasonable conversion fee.

4.4. Price Indications

Any and all prices indicated on the Platform shall be exclusive of value-added tax and exclusive of any other **tax**. The licence prices determined by Sellers shall be based on certain price determination parameters, including but not limited to types of distribution, licence terms and regional supplementary charges and/or discounts, which Gulliveo may determine at their own discretion.

4.5. Contact Partners

Purchaser's contact partner in relation to the respective licence agreement and any remuneration payable in this respect shall be the relevant Seller as the contractual partner; this shall also apply to the preparation of invoices. Purchaser shall be entitled to assert any warranty claims and any claims to licence price repayments only towards the Seller with whom they concluded the relevant contract.

5. Special Conditions for Sellers

5.1. Seller shall ensure and guarantee that any information in relation to their Contents offers is, at any time, correct, true and not misleading. They shall be obligated to update any information which they must provide within the framework of the offered Contents on a timely basis so that the correctness of information provided is guaranteed at any time. Seller may be held liable for any and all claims asserted by Purchaser or by any third parties which are based on any alleged inaccuracies concerning any information uploaded to and shown on the Platform (such as information concerning licence contents and licence prices).

5.2. Seller shall not be entitled to offer any Contents on the Platform other than their own Contents and Seller shall not be authorised in any way to offer any Contents as a broker. To the extent to which Seller presents themselves as a broker in spite of the above, they shall be deemed a contractual party and may be held liable for any damage. Seller must have the ability to transfer any and all Contents offered on the Platform and any and all rights related to the Contents described in more detail under **Appendix A**. However, they shall have no right to upload any faked Content offers on the Platform.

5.3. Upon Gulliveo's request, Seller shall be obligated to produce evidence for their authorisation and their identity by submitting any commercial register confirmations or similar documents. Gulliveo shall be subject to no obligation whatsoever to perform any such authorisation examinations and they shall not be liable to Purchaser in this respect.

5.4. Seller shall be obligated to provide their Contents on the Platform by making use of the what is referred to as Gulliveo Client (GVC).

5.5. For any licence agreement which was concluded and processed through the Platform, Gulliveo shall receive a compensation which depends on the amount of the total licence agreement volume and which is indicated in the price list and during the order process. The basic model provides for compensation to the amount of 20% of the total volume according to the respective licence turnover generated between Purchaser and Seller; such compensation shall be paid by Seller. Gulliveo reserves the right to amend this provision in the way that Purchaser may also be obligated to pay (additional) compensation to Gulliveo.

5.6. After having uploaded any Contents to the Platform within the framework of offers, Seller shall grant Gulliveo a restricted and revocable authorisation to use these Contents in relation to the Platform; this authorisation shall include a right to present the respective Contents within the framework of partner programmes and for advertisement purposes concerning the Platform. Gulliveo shall subject any and all operators of such partner programmes to an obligation to store such contents only on a temporary basis for presenting them on their respective websites; those partners may not store them permanently.

5.7. Seller shall guarantee that any and all Contents which they uploaded to the Platform and the use by both Gulliveo and their registered users in compliance with the Contract do not violate any third-party rights, in particular no copyrights and trademark rights in text and image inputs as well as no personal rights of those individuals presented in such images, that they are entitled to dispose of uploaded Contents and the required rights granted on the basis of this Contract without any restrictions and free from third-party rights and that they, in relation to those Contents, neither did nor will give any instructions contrary to this Contract. Seller shall in particular guarantee that they dispose of any and all protection rights in terms of the *Urheberrechtsgesetz* [German Copyright Law] and any other industrial property rights in the Contents and that they are entitled to use and exploit the respective Contents without any restrictions and to the extent to which this is required for performing this Licence Contract (please refer to **Appendix A**). Based on the above, Seller shall in particular guarantee that no rights whatsoever need to be purchased for Gulliveo and Purchaser to be able to process any uploaded contents in compliance with this Brokerage and Service Contract, unless Seller expressly and separately pointed out to this in the Content description provided by them. However, this shall not be applicable to any rights owned by (music) collecting societies or any similar institutions. Purchaser shall exclusively be responsible for clarifying any questions in relation to these rights with the respective institutions.

5.8. Seller guarantees that any and all Contents uploaded to the Platform do not include any pornographic elements, do not glorify violence or advocate war in any way, are not banned by the authorities or do not violate any existing laws applicable in the Federal Republic of Germany and that they, in particular, do not violate any applicable telemedia, youth protection or criminal provisions. Towards Gulliveo, Seller shall assume exclusive liability on the basis of personal rights, press, copyright and competition law and any other responsibility for both the correctness and the admissibility of the Contents which they uploaded to the Platform.

5.9. For the purpose of assuring the Content offer and Seller's response ratio quality level, Gulliveo shall have the right to employ what is referred to as "test purchasers" who shall be authorised to book a seller's Content offer for up to four times during the period of one year. These test purchasers shall have the right to disclose the fact that they are test purchasers only after the respective purchase contract was concluded. Subsequent to the test purchases, Gulliveo shall submit to Seller a detailed feedback concerning the respective results.

5.10. Seller shall be obligated to offer and to render the services to be rendered to Purchaser according to this licence agreement as an entrepreneur and in compliance with any tax law provisions in this respect provided for under the applicable value-added tax law and with both the procedures and requirements indicated by the fiscal authorities.

5.11. Liability and Indemnification

Seller undertakes to indemnify, defend and hold Gulliveo as well as any and all associated companies of Gulliveo harmless from and against any claims, actions, damage, costs (in particular including any legal defence costs) or any other third-party liabilities which result from or in relation to (a) the Contents provided by Seller,

(b) the fulfilment of duties and obligations under this Contract, any violation or impairment of performance of an obligation under this Contract by Seller, such as from a violation of any assurances, guarantees (in particular those indicated under para. 5.7 and para. 5.8) or agreements, or (c) the allegation according to which the use, reproduction, distribution or representation of Contents by Gulliveo or by any of their associated companies, which is admissible within the framework of this Contract, violates any copyrights or other third-party rights or according to which these are used in contrast to the law; they shall do so at their own expense, after having deducted any applicable tax and upon Gulliveo's or their associated company's first request.

6. Special Provisions Applicable to Purchaser

6.1. At the moment, Purchaser shall be entitled to make use of the Platform basic functions free of charge; however, Gulliveo reserves the right to request compensation in the future for any functions which are currently offered on a free-of-charge or a partially free-of-charge basis. To the extent to which Gulliveo creates any additional offers and services against payment which they include in the Platform, Registered User shall be obligated to bear the respective costs only if they submitted to Gulliveo a declaration in this respect and/or if an amended version of this Brokerage and Service Contracts becomes legally effective and if Registered User failed to exercise their right to objection to being included in these services (please refer to para. 11.3).

6.2. Purchaser may also make use of the GVC for downloading any Contents from the website after having concluded the respective purchase contract. As an alternative, they shall have the right, based on an application and against payment of the applicable fee, to request Gulliveo to provide any purchased Contents to Purchaser in any other suitable manner (please also refer to para. 3.2 of this Contract).

6.3. Purchaser shall be granted a total period of eight weeks from contract conclusion with Seller for downloading any Contents from the Platform which they had purchased; at the end of this eight-week period of time, they shall no longer have any claim for download. In the event that Purchaser cancels this Brokerage and Service Contract during this period of time, Purchaser waives a continued provision which means that the period of time shall terminate at the time of cancellation.

7. General Duties of Registered Users

7.1. User Data Correctness and Up-to-Dateness

Registered Users shall be obligated to provide correct user data. This shall include the obligation to keep any such data updated and to notify Gulliveo of any modifications to such data without undue delay.

7.2. Prohibition of References to Other Offers

Registered Users shall have in particular no right whatsoever to point out to commercial offers from other providers in either their own Content offers or in the correspondence with other registered users (such as, including but not limited to, any advertising messages which are disguised as Content offers).

7.3. Prohibition of Registration and Publication of Third-Party Contents

It shall be expressly forbidden to register any third parties on the Platform or to publish any Contents on the Platform in their name without such third parties being aware of this and having granted their approval in this regard.

7.4. Technical Attacks

Any and all user activities which have the aim of disrupting the functionability of the Platform or making it more difficult to use the offer shall be prohibited; Gulliveo reserves the right to prosecute such activities and to take measures based on civil and/ or criminal law. This shall in particular include any such activities which are likely to influence the physical or logical service structure, automated procedures for the purpose of illegally collecting data (such as data crawling and data scraping) or the use of any other mechanisms, software programs or scripts. Apart from the above, Platform services may not be used for any illegal purposes. This shall include, but not be limited to, the fact that any software programs used within the framework of the Platform and any published information may exclusively be used for the offers presented on the Platform and that they may not be copied in any way.

8. Warranty and Liability of Gulliveo

8.1. Scope of Warranty

Gulliveo does not assume any warranty with regard to the correctness of any data provided by sellers since any and all information and Contents presented on the Platform and transferred to Purchaser are based on data provided by the sellers or third parties which Gulliveo is unable to examine in detail. In particular, Gulliveo shall not be liable for the existence of any rights which are transferred from Seller to Purchaser.

Gulliveo does not guarantee that the Platform is ordinarily operable at any time and/or that it is usable and/or available at any time without interruptions since any Platform disruptions or any changes to the Platform access quality level cannot be excluded from a technical point of view.

8.2. Monitoring Obligations

Being a service provider in terms of the German Telemedia Act, Gulliveo is under no obligation whatsoever to monitor any information and the Contents transferred or stored by Registered User and

to check them for any circumstances which might give reason to believe that any illegal actions occurred. However, should Gulliveo have positive knowledge of any such facts, they shall investigate this matter and delete and/or block any illegal Contents without undue delay.

8.3. Liability Towards Registered Platform Users

Gulliveo's liability towards Registered User for any damage resulting from a violation of life, body or health based on wilfully intentional or negligent violations of duties and for any other damage based on any wilfully intentional or grossly negligent violation of obligations as well as on malicious intent shall not be restricted in any way. Apart from the above, Gulliveo shall be liable, without any restrictions, for any damage in relation to which liability is provided for on the basis of compulsory statutory provisions, such as the *Produkthaftungsgesetz* [German Product Liability Act], and for any damage in relation to which they granted any guarantees.

8.4. Liability for Additional Damage

With regard to any damage which is not included in the provisions under para. 8.3 and which were culpably caused by any actions of Gulliveo's legal representative, by its managing directors or by any other vicarious agents, the amount of liability for Gulliveo shall be limited to the amount of damage which typically results from such types of contract. Liability for any indirect damage and for loss of earnings shall be excluded in cases of simple negligence – with the exception of any events where the requirements of unrestricted liability in terms of para. 8.3 apply.

8.5. Exploitation Obligations

Gulliveo shall not be subject to any exploitation obligations whatsoever and, additionally, cannot be held liable for any exploitation gains.

9. Term, Cancellation/Measures Against User Violations

The contract concerning the usage of the Platform shall be concluded for an unlimited period of time.

9.1. Ordinary Cancellation

Both Registered User and Gulliveo shall have the right, at any time, to ordinarily cancel this Brokerage and Service Contract subject to a seven-day period of notice. Cancellation by Registered User shall be made by using the user interface provided in the respective area of the user account or by sending an e-mail.

9.2. Extraordinary Cancellation

Gulliveo shall additionally have the right to cancel this Brokerage and Service Contract with immediate effect in the event that Registered User violates any provisions under the General Terms and Conditions of Use by making illegal offers several times, that they violate the provisions under this Brokerage and Service Contract in any other way, without removing such violation in spite of being requested to do so and being granted a reasonable period of time and/or that they repeat any such violation.

9.3. Exclusion from Services, Account Deactivation

Less strict means compared to cancellation which Gulliveo reserves to apply in cases referred to under para. 9.2 consist in excluding Registered User, also with immediate effect, from one or several

offered services and temporarily or permanently deactivating their respective user account.

9.4. Other Measures in the Case of Violations of User Obligations

With regard to individual Content offers and other publications, Gulliveo shall have the right to take special measures to the extent to which Gulliveo considers them both necessary and reasonable. This shall include

- the deletion of any offers
- the blocking of any offers

The right to cancellation provided for under para. 9.1 or under para. 9.2 as well as any and all rights referred to under para. 9.3 shall not be affected by this.

9.5 For a period of six months after the official termination on the Platform, Gulliveo shall be entitled to continue to provide to the respective purchasers any Contents which Seller may have already sold on the condition that the respective licence contract has not yet been completely processed (such as prior to the termination of the eight-week period of time for Content download purposes referred to under para. 6.3 of this Contract). Once the licence contract was finally processed with any and all purchasers, the respective Contents will be deleted from the Platform. However, Gulliveo shall continue to have the right to archive any Contents which Seller uploaded to the Platform, in compliance with applicable legal provisions, after the official termination.

10. Data Protection

The management of personal data of its Registered Users is of particular importance to Gulliveo. For this reason, any personal data shall be generally collected and processed only in compliance with the applicable data protection provisions. Registered User is aware of the fact that they publish their respective personal data by uploading their offers and that their personal data will be visible on all pages of the Platform (please refer to section 2), also for non-registered users.

The principles of personal data management by Gulliveo are included in the Data Protection Declaration which is made available to Seller at: <https://www.gulliveo.com/privacy-policy>

For the purpose of rendering certain services or partial services, Gulliveo employs external service providers who/which, if need be, have access to such personal data. Gulliver selects any such service providers with utmost care and monitors them on a regular basis. The Data Protection Declaration also provides more detailed information on who these service providers actually are and which personal data they actually process.

11. Final Provisions

11.1. This Brokerage and Service Contract shall be considered to be final and conclusive with respect to the brokerage services provided by Gulliveo. Should individual provisions under these General Terms and Conditions of Use be totally or partially invalid, this shall not affect the validity of the remaining provisions.

11.2. The law of the Federal Republic of Germany applies and the provisions under the United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded; the exclusive place of jurisdiction shall be the courts of Berlin.

11.3. Gulliveo reserves the right to amend any provisions under this Brokerage and Service

Contract at any time, without the need to give any reasons for this and in compliance with the requirements referred to in the following. Information on any such amendments of and/or supplements to the promised services shall be communicated to Registered User by Gulliveo and the latter offers them to continue the usage relationship at the condition which are to be amended. Should Registered User fail to object to the applicability of the new Brokerage and Service Contract within a period of six weeks after having received the relevant e-mail, the amended version of the Brokerage and Service Contract shall be considered to be agreed upon with Registered User. However, if Registered User objects to the applicability of the amended Brokerage and Service Contract version within the six-week period of time, Gulliveo shall still have the right to ordinarily cancel the contractual relationship in terms of para. 9.1.

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Appendix to the Brokerage and Service Contract – Licence Conditions Between Seller and Purchaser

By making use of the brokerage services provided by the Gulliveo.com platform <https://www.gulliveo.com> (hereinafter referred to as “**Gulliveo**”) Seller and Purchaser shall conclude the licence contract referred to in the following.

Seller is the owner of any and all rights which are the subject matter of this Contract in any licensed contents (according to the below definition) and they shall grant Purchaser any and all rights for the territory (according to the below definition) which are required for exploitation purposes under this Brokerage and Service Contract.

Based on the above, the Contractual Parties agree upon the following:

1. Definitions

The definitions referred to in the following shall be applicable to this Contract (including its appendices):

- “Licensed Contents”** This shall describe any Contents offered by Seller and selected by Purchaser corresponding to the description on the respective seller page and, if applicable, supplemented by any of Seller’s special conditions;
- “Materials”** This shall describe any film materials with respect to any Licensed Contents (in the respective version which Seller indicated to be available at the Gulliveo platform) which are transferred to Purchaser together with any other rights in Licensed Contents granted under this Contract.
- “Licensed Distribution Type”** The Licensed Distribution Type shall depend, in each case, on the distribution type which Purchaser activated on the Gulliveo platform. Purchaser may choose from the following categories:
- Cinema/Theatrical
 - PayTV
 - FreeTV
 - Video/DVD physical/EST (electronic sell through)/
 - PayVoD (download/streaming service), including TVoD and SVoD
 - FreeVoD streaming service (including those which are financed through advertisements)
 - WebTV linear
- each of them defined in the **Appendix** to this Licence Contract.
- “Clipping”** To the extent to which Purchaser activated the Clipping function, the granting of rights shall also include a right to use individual sections of any Licensed Contents

and a use in connection with other works. This clipping right which may have been activated shall not include a right to use individual sections of any music which is included in any Licensed Contents;

“Licence Fee(s)”	This describes the price shown to Purchaser during the order process;
“Licensing Period”	The minimum Licensing Period shall amount to one year. However, it shall also be possible to agree upon Licensing Periods of three or five years and even Licensing Periods without any restrictions as to their duration.
“Territory”	The territory as this is activated by Purchaser and presented on the order page;
“Sub-Licence”	Sub-licensing of any Licensed Contents according to the description under para. 2.4 of this Contract;
“Special Conditions of Seller”	Any special conditions of Seller which they published on Gulliveo, which shall be of the essence with regard to this Contract and which shall prevail over this Contract and its appendices in the case of any conflicts;

2. Licence

- 2.1 As a means of compensation for remuneration to be paid under section 4 of this Contract, Seller shall, after having received the full Licence Fee payment by Purchaser, grant the **non-exclusive right** to use any Licensed Contents in the Territory during the Licensing Period in compliance with the selected Licensed Distribution Type and in compliance with the provisions under this Contract.
- 2.2 Purchaser undertakes to prevent any Licensed Contents or Materials from being connected to any other materials, signs, names, trademarks or the like and from associating them with the above in any other way, unless Seller previously granted their written approval.
- 2.3 Apart from the above, Purchaser undertakes not to use any Licensed Contents for purposes or types of exploitation other than those for which the respective Licensed Contents had originally been licensed.
- 2.4 Purchaser shall have the right to sub-license Licensed Contents to any third parties to the extent and for the Licensed Distribution Type agreed upon during the Licensing Period for the Territory (hereinafter referred to as “**Sub-Licence**”). Any such Sub-Licence shall in no way change the extent of the rights granted under this Contract; any and all obligations under this Contract must also be transferred to the purchaser of the respective Sub-Licence within the framework of such Sub-Licence.

3. Reservation of Rights

- 3.1 Seller shall be entitled, at any time, to grant third parties rights in any Licensed Contents, in

any Materials or parts thereof, also in relation to identical or similar rights as these were granted Purchaser under the provisions of this Contract.

- 3.2 No copyrights in any Licensed Contents shall be transferred to Purchaser within the framework of Seller granting them a Licence under this Contract.

4. Licence Fee

- 4.1 Remuneration indicated during the order process shall be considered the Licence Fee agreed upon under this Contract.

- 4.2 Any and all payments by Purchaser shall be made through the payment system provided by Gulliveo and the respective payments shall be processed by Gulliveo themselves and/or by any payment service provider employed by Gulliveo.

5. Guarantee of Rights Ownership, Exemption

- 5.1 Seller shall guarantee that they are the owner of the Licensed Contents and that they are able to grant Purchaser the licensed rights in a legally effective manner. In addition, Seller shall guarantee that any and all Licensed Contents are free from any third-party rights which might be in contrast to any of the rights which are granted under this Contract. Furthermore, Seller shall guarantee that any and all Licensed Contents have already been published and that the respective author will not take any legal steps against Purchaser publishing such contents. Seller shall guarantee that the use of any Licensed Contents within the framework of this Contract does not violate any third-party personal rights of any kind and that, in particular, any pictured individuals agreed to the use of any Licensed Contents which are the subject matter of this Contract, unless the Special Conditions of Seller expressly provide otherwise.

- 5.2 Upon Purchaser's first request, Seller shall exempt Purchaser from any and all third-party claims, in particular from any claims based on violations of copyrights and any personal rights, which might be asserted against Purchaser in relation to the exercise of any Licensed Contents in compliance with this Contract. Should Seller become aware of any matters impairing the Licensed Contents, they shall be obligated to notify Purchase of this without undue delay. Purchaser shall have the right to take adequate measures themselves for the purpose of defending against any third-party claims or for the purpose of executing their rights. Any measures which Seller intends to take must be agreed upon with Purchaser first. This exemption shall also include a reimbursement of any and all costs which Purchaser incurs or incurred when enforcing and/or defending their own rights in this respect.

- 5.3 The exemption provided for under para. 5.2 shall not apply in the event that any third-party claim results from Purchaser making use of any Licensed Contents in contrast to the provisions included in this Contract.

6. Reporting

To the extent to which this is indicated in the Special Conditions of Seller, Purchaser shall be obligated to provide Seller, if the latter so requests, with reports on the use of any Licensed Contents within the framework of any Sub-Licence granted by Purchaser and/or by any third party. Unless otherwise provided in the Special Conditions of Seller, the Contractual Parties shall conclude a separate agreement concerning the extent of such reporting activities.

7. Contractual Term/Period of Notice

- 7.1 This Contract shall be concluded for a period corresponding to the Licensing Period. The Contractual Parties waive their right to ordinary cancellation;
- 7.2 the right to cancellation of this Contract for cause without notice shall not be affected by this. The Contractual Parties agree that a right to cancellation for cause without notice exists in particular in those cases where either Contractual Party violates an obligation provided for under this Contract or in the case where, in spite of it being possible to cure any such violation, the respective Contractual Party fails to cure it within a period of 15 days after having been informed about such violation in writing by the relevant other Contractual Party.

8. Consequence of Contract Termination and/or Cancellation

- 8.1 At the end of the Licensing Period or in the case of contract termination for any legal reason whatsoever, any and all rights granted under this Contract shall be automatically transferred back to Seller without undue delay; this shall also apply to any Sub-Licences which shall be automatically transferred back to Seller at the time of contract cancellation. From this moment on, Purchaser shall no longer have any right to directly or indirectly make use of or refer to the Licensed Contents, unless the Contractual Parties expressly agreed otherwise. Purchaser shall prohibit any and all third parties using the Material in an admissible way to continue to use such Material, destroy any and all copies of the Material which they dispose of and, if so requested by Seller, confirm to Seller in writing that any such copies were destroyed.
- 8.2 Both Contractual Partners shall undertake to treat the conclusion of this Contract and its content as confidential. This obligation to confidentiality shall also apply, without any changes, to workers, employees, freelancers or any other individuals who were entrusted with the performance of any services under this Contract.

9. Commission for Gulliveo

Both Contractual Parties hereby explicitly acknowledge that Gulliveo, on the basis of the Brokerage and Service Contract, is entitled to a commission whose amount shall depend on the total contract value according to the Licence Contract and which is indicated in both the price list and during the order process. The basic model provides for compensation to the amount of 20% of the total volume according to the Licence Contract concluded between Purchaser and Seller; such compensation shall be paid by Seller. Gulliveo reserves the right to change the amount of commission by adding business models within the framework of platform usage.

10. Special Regulations Concerning Rights Exercised by Collecting Societies

- 10.1 Unless expressly otherwise provided for under the Special Conditions of Seller, any and all rights exercised by collecting societies and/or by any other author's societies (in particular any rights in music works and music recordings included in the Licensed Contents exercised by *GEMA* [German Society for Musical Performing and Mechanical Reproduction Rights], *GVL* [German Performing Rights Society] and/or any foreign collecting societies) shall be excluded from the granting of rights on the basis of section 2 (and, as a consequence, from the guarantee of right ownership and the obligation of exemption provided for under section 5).

10.2 For this reason, Purchaser (and/or their respective sub-licensee) shall be obligated to purchase any such rights themselves at their own expense. Irrespective of the provisions referred to above concerning the scope of authorisations and inadmissible usage, the use of any music possibly included in any Licensed Contents within the framework of audio-visual productions of any kind and within the framework of advertisement/promotion activities, remix creation, sampling and other types of processing as well as the modification of any music works and sound recordings possibly included in any Licensed Contents shall be inadmissible and not included in the granting of rights.

11. Final Provisions

11.1 This Contract shall be subject to the laws of the Federal Republic of Germany under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). The place of jurisdiction for any legal disputes resulting from or in relation to this legal relationship shall be the registered office of Seller, unless the law provides otherwise.

11.2 The Contractual Parties did not conclude any verbal ancillary agreements. Any and all amendments of and supplements to this Contract must be made in writing to be legally effective; however, an agreement in this respect delivered by e-mail shall be deemed to be sufficient. The same shall apply to a waiver of the written form requirement.

11.2 The Contractual Parties shall be obligated to notify each other of any changes to addresses by sending either an e-mail or a letter without undue delay. For the purpose of fulfilling their obligation of notification under this Contract and under the German Copyright Act, any such notifications shall be sent to Seller's address indicated in the order confirmation and/or to the address which Seller indicated last.

11.3 Should individual provisions under this Contract be or become invalid or non-executable, this shall not affect the validity and the executability of the remaining provisions under this Contract. The Contractual Parties shall take reasonable efforts for the purpose of substituting any invalid or non-executable provision by such valid and executable provision which, from an economic point of view, comes as close as possible to the invalid or non-executable provision; the same shall apply to any contractual gaps.

Appendix: Granting of Rights

Cinema/Theatrical

This shall describe the right to make available to the public and exploit any Licensed Contents, also in connection with any other works, presentations and involvement, through presentations – if applicable, including live presentations – in cinemas and other public premises (such as drive-in cinemas, public houses, discotheques, club houses, old people's homes, ships, planes, buses, trains, hospitals, public spaces such as streets, airports, train stations, shopping centres, as well as any other closed-circuit video usages etc.) by making use of technical appliances, irrespective of the demonstration system technical structure, the related image and/or sound storage devices and the type of delivery of signals to be demonstrated (analogous and/or digital signals, through video systems, cable etc.) These cinema/theatrical rights shall in particular relate to any and all film and sub-standard film formats (in particular 70mm, 35mm, 16mm, 8mm, Super 8 and IMAX), any and all electronic systems (such as electro-magnetic (video) systems, e-cinema, HDTV systems etc.), any and all image/sound/data storage devices of any kind and to any and all digital and other transmission systems (terrestrial, by cable or by satellite etc.); in addition, they shall include screening activities, both free of charge and for remuneration as well as for commercial and non-commercial purposes. Apart from the above, this shall also include a right to transmit to third parties the Licensed Contents in a digitalised and/or coded form via satellite or any in any other way and to make them available to the public (such as cyber cinema).

PayTV Broadcasting Rights

This shall describe the right to make the (encrypted or unencrypted) Licensed Contents available to the public in a linear manner, in a digital or analogous way through any technical broadcasting methods, such as through terrestrial transmission (such as DVB-T, DVB-T2 etc.), via cable (cable networks, broadband, DSL, cable distribution etc.), via satellites (such as direct satellites), in a TCP/IP-based manner or through mobile transmission systems (internet, DVB-H, UMTS, LTE etc.) within the framework of television programmes which impose a fee on users or subscribers in addition to the mere television licence fee, irrespective of the receiver terminal (television, computer, mobile phones, smartphones etc.).

FreeTV Broadcasting Rights

This shall describe the right to make the (encrypted or unencrypted) Licensed Contents available to the public in a linear manner, in a digital or analogous way through any technical broadcasting methods, such as through terrestrial transmission (such as DVB-T, DVB-T2 etc.), via cable (cable networks, broadband, DSL, cable distribution etc.), via satellites (such as direct satellites), in a TCP/IP-based manner or through mobile transmission systems (internet, DVB-H, UMTS, LTE etc.) within the framework of television programmes which impose no additional fee on users or subscribers, irrespective of the receiver terminal (television, computer, mobile phones, smartphones etc.).

Video/DVD Physical/EST (Electronic Sell-Through)

This shall describe the right to reproduction and distribution of any Licensed Contents on image/sound storage devices for the purpose of public, private and linear demonstration on a storage device. This right shall relate to and include any and all digital and analogous audio-visual storage systems, also in an encrypted version, irrespective of their respective individual technical structure and irrespective of the

type of use, such as, including but not limited to, sub-standard film (cassette), video cassette, videotape, video and/or image disc, laser disc, any and all CD formats such as video CD, CD-I, CD-I-Music, photo-CD-portfolio, CD-DA, EBXA, CD Rom and CD-Rom-XA, as well as any and all DVD formats (such as DVD video, DVD audio, DVD-ROM, hybrid-DVD, DVD-RAM, DVD-R, DVD+R, DVD-RW, DVD+RW, DVD+R DL, DVD-R DL), MPEG data storage devices, MP3 data storage devices, DCC (Digital Compact Cassette), MD (Mini Disc), DAT (Digital Audio Tape), EBG (Electronic Book Graphic), Magneto-Optical Disc (MOD), floppy discs, hard drives, chips, magnetic tape, magnetic tape cassettes or similar systems.

PayVoD (Download/Streaming Service), Including TVoD and SVoD

This shall describe the right, during the Licensing Period, to make available to the public any Licensed Contents in a non-linear manner in relation to which the beginning of the Licensed Contents is determined by the user through streaming services (without the technical possibility of copying, temporarily storing or downloading any Licensed Contents), in a telegraphic manner, through laser and/or microwave technology or through any other technical means. This shall apply to any and all digital or analogous broadcasting methods and technologies,

that is, terrestrial transmission types (such as broadband, DSL, cable, UMTS, LTS etc.) imposing on the user a fee in addition to the mere television licence fee and irrespective of the receiver terminal (such as television, computers, PDA, mobile phones, smartphones, etc.) Apart from the above, this shall also include **TVoD and SVoD**, that is

Free Video on Demand

This shall describe the right, during the Licensing Period, to make available to the public any Licensed Contents in a non-linear manner in relation to which the beginning of the Licensed Contents is determined by the user through streaming services (without the technical possibility of copying, temporarily storing or downloading any Licensed Contents), in a telegraphic manner, through laser and/or microwave technology or through any other technical means. This shall apply to any and all digital or analogous broadcasting methods and technologies,

that is, terrestrial transmission types (such as broadband, DSL, cable, UMTS, LTS etc.) and irrespective of the receiver terminal (such as television, computers, PDA, mobile phones, smartphones, etc.) without imposing on the user a fee in addition to the mere television licence fee.

WebTV linear

This shall describe the right to make any Licensed Contents available to the public during Licensing Period in a linear manner through digital means and irrespective of whether fees are imposed on the respective users in addition to the mere television licence fee through the internet in the form of mobile transmission systems (internet, DVB-H, UMTS, LTE etc.) and irrespective of the receiver terminal (television, computer, PDA, mobile phones, smartphones etc.).