

General terms and conditions of business of Wunderhaus GmbH for the purchase of goods and services (suppliers)

1. Area of applicability

- 1.1. These general terms and conditions of delivery and service shall become part of all contracts/orders between Wunderhaus GmbH (hereinafter referred to as "Agency") and its suppliers (hereinafter referred to as "Contractor"). These shall also become part of all orders which are issued by the Agency in the name of a third party (for example an agency customer), whereby in such cases the third party shall become the sole contracting partner of the Contractor and shall also assume the legal position of the Agency in accordance with these general terms and conditions of delivery and service.
- 1.2. Deviating terms and conditions of business of the Contractor, as well as amendments and additions to these general terms and conditions of delivery and service shall only apply if confirmed by the Agency in writing. Implicit terms and conditions in relation to the Agency which are worded differently, also in any letter of confirmation, shall not be deemed to represent acknowledgement or agreement.
- 1.3. Any terms and conditions of business of the Contractor which are referred to in order forms, delivery confirmations or similar are hereby being objected to as a matter of precaution.
- 1.4. Following the first inclusion, these general terms and conditions of delivery and service shall apply for the full duration of the business relationship with the Contractor, also without an explicit inclusion in an individual case, unless express provisions to the contrary are concluded.

2. Conclusion of the contract / issuing of the order

- 2.1. Contracts with the Agency will not come into existence until receipt of the order confirmation and/or at the time of the order of the Agency on the basis of a binding offer/cost quotation provided by the Contractor in advance and shall require written form. The contents of the contract shall be in accordance with the order of the Agency. In case of contradictions between these terms and conditions of delivery and service and the individual order, the agreed content of the order shall apply to this extent.
- 2.2. Oral ancillary agreements shall only be binding if these have been confirmed by the Agency in writing.

3. Delivery dates and deadlines, place of performance

- 3.1. Should delivery dates or delivery deadlines be agreed, these shall be binding (fixed transaction).
- 3.2. Should exceeding of a delivery date or delivery deadline be threatened, the Contractor must inform the Agency of such without any culpable delay and must state the expected duration of the delay.
- 3.3. The delivery address is the place of performance. The Contractor shall provide the delivery at its own expense and risk.
- 3.4. Special notice in case of the booking of photo models or performers: A delayed or non-appearance of the model or performer at the agreed production location can lead to significant damages claims being brought against the Contractor by the Agency. Therefore in case of delays or hindrances on the part of the model or performer, the Contractor must inform the Agency as quickly as possible, in order to avoid detrimental effects on production.

4. Acceptance

- 4.1. Taking receipt and making payment shall not represent acceptance.
- 4.2. The remuneration shall not be due until after acceptance.

5. Defects, inspection and complaint obligation

- 5.1. The provisions of § 377 Numbers (1) to (3) of the German Commercial Code (HGB) are hereby being omitted, unless openly recognisable defects are present.
- 5.2. Above all, a defect shall be assumed to be present if the service does not correspond to the state of technology, if the requirements or instructions of the Agency have been deviated from or if the service has not been performed correctly.

6. Remuneration, invoice, payment

- 6.1. Unless explicitly agreed otherwise, all other expenses and ancillary costs of the Contractor for travel, accommodation, packaging, postage, freight, customs charges, taxes and other duties are included in the remuneration agreed between the Agency and the Contractor. Additional remuneration in case of alterations or additions which are requested shall only be received by the Contractor if this has been expressly agreed in writing.
- 6.2. Unless otherwise agreed, correct invoices of the Contractor shall be due for payment within 30 days of receipt by the Agency.

7. Granting of rights

- 7.1. Unless otherwise agreed in individual cases, the Contractor shall be obliged to grant and/or assign to the Agency the exclusive rights of use in relation to all property rights which are accrued in connection with the respective services which form the subject matter of the order, in particular in relation to copyright or ancillary copyright or commercial property rights. The Agency shall be entitled to comprehensive tangible and intangible use for all requested purposes and in all conceivable types of use which are

currently known and is also entitled to use with technologies which do not come into existence until the future (unknown types of use). In particular, the Agency shall be entitled to unlimited duplication and distribution and is also entitled to public disclosure.

- 7.2. The granting and/or assignment of rights shall take place at the time of delivery of the completed (partial) service to the Agency.
- 7.3. The granting and/or assignment of rights shall take place as an exclusive right of use to the exclusion of the author or manufacturer or other owner of the rights, which shall apply worldwide without any restriction in terms of time and content.
- 7.4. The Agency shall reserve the right to register property rights, in particular national or European trademark rights or registered design rights. The Contractor must refrain from all actions which could hinder such protection.
- 7.5. In relation to all of the types of use referred to above, the Agency shall have the right, but not the obligation, to add a copyright notice or the name of the Contractor to the works of the Contractor.
- 7.6. The Agency shall be entitled at any time to also grant to third parties all rights which have been granted and/or assigned by the Contractor and/or to assign the said rights to third parties, also for the purpose of further assignment.
- 7.7. The agreed price also include the remuneration for the granting and/or assignment of the rights in relation to the service which forms the subject matter of the order.

8. Guarantees, liability

- 8.1. The Contractor hereby guarantees and provides an undertaking that its contractual services do not breach applicable laws.
- 8.2. The Contractor hereby guarantees and provides an undertaking that it is the owner of all copyright and other property rights in relation to the services concerned and/or is the owner of the exclusive property rights in relation to the services concerned and that no third party rights are being infringed by this agreement.
- 8.3. Should third parties register justified claims, the Contractor shall be obliged to endeavour to acquire the necessary property rights as far as possible and/or to adjust its service so that it is free from third party rights in a comparable form. The corresponding measures must be initiated immediately. The alteration obligation shall arise at the latest at the time of the presence of a negative decision by a court in the injunctive process following an oral hearing.
- 8.4. Should liability be claimed against the Agency due to services which were provided by the Contractor, the Contractor shall be obliged to release the Agency from such liability. The release obligation also includes the assumption of the necessary costs connected to the legal action. Further damages claims of the Agency shall remain reserved.
- 8.5. The Contractor shall be obliged not to use or exploit the services which form the subject matter of the order, including all suggestions, ideas, drafts and design proposals for other customers.
- 8.6. The Contractor shall be obliged to comply with all statutory regulations, in particular employment and social security laws, to pay the minimum wage and to pay the statutory taxes. Should the Contractor breach statutory regulations, it shall release the Agency from all resulting claims and losses, including the costs of reasonable legal defence.

9. Documents of the Agency

- Should the agency provide the Contractor with papers, documents, sample or similar in connection with an order, these shall remain the property of the Agency. The Contractor shall not be entitled to a right of retention in relation to these. The Contractor shall store these carefully and immediately return these to the Agency following completion of the order or following a request by the Agency and shall not retain any copies. Should the Agency issue a corresponding request, the Contractor shall store these for a period of two years following the end of the order without any additional remuneration.

10. Secrecy

- 10.1. The Contractor shall be obliged to maintain secrecy in relation to third parties concerning all business processes of the Agency or its customers which have not been approved for publication. This shall also apply to documents which have been provided or which have been created in the course of the working relationship. The non-disclosure obligation shall continue without any time limit beyond the respective order.
- 10.2. The following information is not confidential:
 - Information which is generally known or becomes generally known without any breach of contract on the part of the Contractor
 - Information where the Contractor can provide proof that it was lawfully in its possession prior to the start of the business relationship with the Agency
 - Information where the Contractor can provide proof that it developed this independently of the confidential information and
 - Information where the Contractor can provide proof that it obtained this lawfully from a third party who is entitled to disclose this.A breach of this non-disclosure obligation shall entitle the Agency to terminate all ongoing orders without notice.

- 10.3 The Contractor shall also impose the non-disclosure obligation on all third parties which it engages when performing an order.
- 10.4 The Contractor may only use the contractual service for the purpose of its own advertising or refer to the business connection with the agency and the activities for the project of the respective agency customer with the prior agreement of the Agency.

11. Insolvency of the Contractor

Should the Contractor become insolvent or should an application for the opening of insolvency proceedings against its assets be filed, the Agency shall be entitled to terminate the order with immediate effect for important reasons. This shall also apply in case the claim of the Contractor against the Agency to payment of the agreed remuneration is attached and the Contractor does not achieve any lifting of the enforcement measures within a deadline set by the Agency.

12. Rights of retention

The Contractor may only assert any rights of retention in relation to claims which are undisputed or which have been recognised by a court.

13. Interim relief

The Contractor shall forego measures of interim relief in case of a dispute with the Agency in connection with an order or its performance

14. Assignment of rights

Rights of the Contractor under or in connection with an order may not be assigned without the agreement of the Agency.

15. Set off

It is only permitted to set off against claims of the agency if the claims of the Contractor are undisputed or have been recognised by a court.

16. Orders in the name of / on the instructions of a third party

- 16.1 Should the Agency issue the order in the name of a third party (for example for a customer), the Agency shall not be responsible for payment of the services by the party it represents or for the fulfilment of other contractual obligations of the party it represents or also of the Contractor. The Agency will not check the creditworthiness of the party it represents and will also not assume any guarantee in this respect. Should invoicing by the Agency take place in such cases, the Agency is merely a third party as defined in § 267 of the German Civil Code (BGB).
- 16.2 Should the Agency issue the order in its own name and on its own account but be acting on behalf of a third party, the remuneration of the Contractor shall not be due until the Agency has received the remuneration from the third party for its part. This shall apply regardless of the reason why the third party does not pay the Agency, provided that the agency is not responsible for the reason.

17. Closing provisions

- 17.1 Deviating or supplementary individual contractual provisions in relation to these general terms and conditions of delivery and service or the issued order, as well as the omission of this written form clause shall require written form to take effect and shall only apply to the order at hand. Should a written form requirement be prescribed by these general terms and conditions of delivery and service, this shall also be fulfilled by fax or email.
- 17.2 Should one of the provisions of these general terms and conditions of delivery and service or a term of an order be or become ineffective, the applicability of the remaining clauses shall not be affected thereby. In such a case, the ineffective provision shall be replaced by such a clause whose effects comes closest to the economic objective pursued by the parties. The same shall apply in case of a contractual loophole.
- 17.3 The place of jurisdiction and place of performance shall be the place of business of the Agency, unless a different location is prescribed by mandatory laws.
- 17.4 German law shall apply exclusively, to the exclusion of the provisions of the United Nations Convention governing the International Sale of Goods.

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General terms and conditions of delivery and service version: 2017