

## General Terms and Conditions (GTC) for the Purchase of Goods and Ordering of Services of all Companies of the thjnk AG corporate group (hereinafter, "thjnk")

- I. Definitions, Scope of Application
  1. The terms "Order," "Contractor" and "Principal" are to be understood in a commercial sense. "Order" shall mean the contractual relationship regardless of the respective type of agreement, i.e., irrespective of whether it is a purchase agreement, contract for work or services, or other agreement. "Contractor" shall mean the contractual partner responsible for providing the principal service and "Principal" shall mean the advertising company thjnk or its employees as the contractual party receiving the principal service and paying the compensation for such service.
  2. These General Terms and Conditions shall apply irrespective of whether the Principal concludes an agreement in its own name on its own account, in its own name on the account of a third party or in the name of and on the account of a third party. An Order is also to be handled by the Principal if the latter issued such Order in the name of a third party. In such event, the Principal shall be liable neither for its customer's performance of the Agreement nor for the latter's financial creditworthiness, which it does not review.
  3. These General Terms and Conditions of Purchase shall apply exclusively. Any varying, conflicting or supplementary general terms and conditions of business of the Contractor shall only form a component of an agreement if and to the extent the Principal exclusively agrees to the applicability thereof in writing. This shall also apply in the event a delivery of the Contractor is accepted in knowledge of conflicting or varying terms and conditions of business of the Contractor. These General Terms and Conditions of Purchase shall at the same time apply to all future transactions with the Contractor.
  4. Legally relevant declarations and notifications to be issued to the Principal by the Contractor after the conclusion of an agreement (e.g., the setting of deadlines, payment reminders, declarations of rescission of agreement), must be made in writing.
  5. The term "Technical IT development services" shall include services of the Contractor such as, for example, but not limited to, database development, HTML and other programming, screen design, etc.
- II. Conclusion of Agreements
  1. Only Orders or modifications to Orders made in writing shall be binding.
  2. The Contractor shall be obligated to confirm Orders of the Principal in writing within a period of two weeks. Any late acceptance shall be considered to be a new offer and shall require acceptance by the Principal.
- III. Delivery Date, Delay
  1. The delivery date specified by the Principal in the Order shall be binding. In the event the delivery date is not specified in the Order and is not agreed upon otherwise, such period shall be four weeks as of the conclusion of the agreement.
  2. The Contractor must notify the Principal of any anticipated delay in delivery in writing without undue delay.
  3. In the event of the culpable delay in delivery, in addition to any additional statutory claims, flat-rate damage compensation shall be due in the amount of 0.2% of the net price for each business day of delay caused, though 5% of the total net price at most. The Contractor shall retain the right to prove that significantly less or no damage has arisen.
  4. The Contractor shall only have the right to set off or retention with regard to uncontested counterclaims or counterclaims that have been recognized by non-appealable decision.
- IV. Scope of Order
  1. The quantity of services and scope of delivery specified in the written Order shall be binding. Any possible excess quantities shall not be compensated, even if such are due to production reasons. Drafts shall be part of the scope of delivery.
  2. With regard to technical IT development services, the Contractor shall render all agreed development services as work services (*Werkleistungen*). The Contractor shall be obligated to document all development services rendered by it in writing free of charge and provide the Principal the documentation upon the delivery of the services. In order to coordinate the development services to be rendered by the Contractor, the Parties shall each designate a responsible project director as necessary. The project directors shall discuss any questions arising in project director meetings to be scheduled regularly. In the event of a difference of opinions, the instructions of the project director designated by the Principal shall be followed. The decisions of the project directors are to be recorded in writing and shall be binding for both parties.
- V. Performance, Delivery, Transfer of Risk
  1. The Contractor shall not be entitled to have the services owed by the Contractor rendered by a third party without the prior written approval of the Principal.
  2. The services shall be delivered free of charge in Germany to the location specified in the Order. In the event no place of delivery is specified, the delivery shall be made to the registered office of the Principal. The respective place of designation shall also be the place of performance (*Bringschuld*). With regard to technical IT development services, the completed services shall be transmitted free of charge in a machine-readable format, on a CD-ROM and, insofar as possible, by e-mail in a format to be determined by the Principal.
  3. The risk of the accidental loss or accidental deterioration of the services shall transfer to the Principal upon delivery at the place of performance. In the event the acceptance is required by law or due to an agreement among parties, such acceptance shall be decisive for the transfer of risk.
- VI. Warranty, Subsequent Performance
  1. The delivery of goods and performance of work services and technical IT development services must solve the tasks assigned and correspond to the templates provided, instructions issued and the scope and content of the Order as well as the state of the art. Such must show the technical, advertising and artistic level of the work samples provided by the Contractor prior to the issuance of the Order.
  2. The Contractor shall ensure that the result of the services rendered pursuant to the Order or the product delivered is free of third-party rights, in particular, free of copyrights, trademarks and personal rights and does not violate applicable unfair competition law. In the event of the culpable breach of such obligation, the Contractor shall indemnify the Principal from any third-party claims in this regard.
  3. In the event the Contractor does not fulfill its obligation to subsequent performance in the event of a defect - at the discretion of the Principal, either by remedying any defect (*Nachbesserung*) or delivering a product free of defects (*Erstzulieferung*) - within a reasonable period set by the Principal, the Principal shall be entitled to arrange the remedy of the defect itself and to demand that the Contractor compensate it for the necessary expenses or provide corresponding advance payment. The setting of a period shall be unnecessary in the event of the failed subsequent performance or unreasonableness thereof. Subsequent performance shall be considered to have failed after one unsuccessful attempt. The right to subsequent performance (*Nacherfüllungsrecht*) shall be measured in terms of time so that the Principal may still place the Order elsewhere and observe subsequent deadlines in the event the subsequent performance fails.
  4. In the event a notice of a defect proves to be unjustified, the expenses incurred by the Contractor to inspect the defect are only to be compensated by the Principal in the event of gross negligence or intent.
  5. The limitation period for warranty claims shall be 36 months as of the transfer of risk.
- VII. Notices of Defects, Acceptance

1. The statutory provisions shall apply for the commercial obligation to inspect and give notice of defects subject to the provision that the duty to inspect shall be limited to defects which come to light in the external inspection of goods upon delivery or manifest in a random quality control check. In the event acceptance is necessary in accordance with the statutory provisions or as a result of an agreement among parties, there shall be no obligation to inspect. In other respects, it depends on the extent to which an inspection is feasible within the scope of ordinary business activities and in consideration of the circumstances in each individual case.  
The Principal's obligation to give notice of any defects discovered later shall remain unaffected thereby. In any case, a notification of a defect shall be considered to have been without undue delay and in a timely fashion provided such is received by the Contractor within 10 working days as of the complete receipt of goods / complete delivery of services.
  2. In the event the inspection of the result of the performance is successful, the Principal shall declare the acceptance to the Contractor in writing within two weeks of the delivery. With regard to technical IT development services, the acceptance period shall be four weeks as of the delivery of the complete service. The Principal's full payment of an invoice issued by the Contractor after the delivery of the result of the performance shall not be considered to be the acceptance of a corresponding result of the performance.
- VIII. Prices and Terms and Conditions of Payment
1. The agreed price shall be binding and may not be exceeded. In the event the Principal demands a service after the issuance of the Order, such as through requests for modification and supplements, which result in additional expenses of the Contractor, the Contractor shall only have a claim to special compensation provided it notifies the Principal of its claim in writing without undue delay, or, in the event the additional expenses for the service ordered exceed the agreed price by more than 5%, the Contractor provided a corresponding cost estimate for approval.
  2. Unless agreed upon otherwise, the price shall include all performances and ancillary performances as well as ancillary expenses (e.g., packaging, transport, insurance) of the Principal.
  3. Invoices are to be sent to the accounts payable department (*Abteilung Rechnungseingang*) at the Principal immediately after delivery.  
Unless other payment conditions are agreed upon, payment shall be rendered within 30 calendar days as of the delivery and performance in full (including any agreed acceptance) and the receipt of a proper invoice. If the Principal pays within 14 calendar days, the Contractor shall grant the Principal a 3% discount on the net invoice amount.
  4. The Principal shall be entitled to the right to setoff and retention and the defense of the non-fulfillment of contract in the statutory scope. The Principal shall in particular be entitled to retain due payments as long as it is still entitled to claims from incomplete or defective services against the Contractor.
- IX. Copyrighted Rights to Use including Neighboring Rights
1. The Contractor and the Principal shall pursue the goal of providing the Principal and its customers the full rights to use the results of the contractual services in the broadest possible terms. The Contractor shall thus at the moment of creation, grant or transfer to the Principal all transferrable rights to exclusively use its contractual service unlimited by time or space and world-wide for all types of use. The Principal shall in particular be entitled to use, make accessible to third parties, publish, reproduce, distribute, broadcast or display the contractual performances of the Contractor at its own discretion in all media in whole or in part, with or without modification, in digital or analog form and to transfer its rights to such to third parties in whole or in part. The transfer of rights shall comprise in particular, though not limited to, the right to reproduce, distribute, exhibit, recite, perform and present, make publicly accessible, broadcast (including transmission by satellite and cable), the right to communicate to the public (including the communication through video and music recordings, via online and mobile services, the internet or radio broadcasting) and the right to edit. The Contractor hereby waives any right to be mentioned pursuant to §13(2) of the German Copyright Act (*Urheberrechtsgesetz*).
  2. The above granting of rights shall likewise include the Principal's right to grant third parties exclusive or non-exclusive rights to use the result of the service without the approval of the Contractor and to transfer rights to use to third parties without the approval of the Contractor.
  3. In the event the Contractor uses employees and/or subcontractors to perform the Order, it shall be obligated to acquire their rights to use in the scope pursuant to Nos. 1 and 2 above and transfer such to the Principal. The Contractor shall provide the Principal proof of the corresponding granting of rights by the employees or subcontractors at the request of the Principal. The Contractor hereby agrees to ensure that third parties it uses in the performance and execution of Order waive any rights to be mentioned (such as in accordance with § 13 Sentence 2 of the German Copyright Act (*Urheberrechtsgesetz*)).
  4. The compensation for the granting and transfer of rights to use and for the preparation of detailed documentation shall be included in the agreed fee.
  5. In the event new types of use become known after the date of the transfer of rights which are not included in the above transfers of rights, the Principal shall receive the option to acquire such rights to the types of use in return for reasonable additional compensation. The Contractor shall only be entitled to provide these rights to others after the Principal has rejected the acquisition of rights offered to it in writing within a reasonable period.
  6. The Principal shall not be obligated to exploit the rights granted or transferred to it.
- X. Additional Terms and Conditions for Photographers and Producers of Video and Movie Productions
1. Unless agreed upon otherwise in writing, the Contractor shall procure models and props on its own account and risk.
  2. If pictures cannot be taken or movies cannot be recorded because a model booked by the Contractor in a timely fashion does not appear at the appointment, the Contractor shall pay any additional expenses arising for model fees, props and ancillary expenses.
  3. All performances of the Contractor shall be compensated by the agreed fee, and, unless agreed upon otherwise in writing, also expenses for models, props, materials, labor, travel and other similar expenses. In the event the Principal is to compensate third party expenses pursuant to an agreement, the amount of such must be approved in writing by the Customer on the basis of a complete preliminary calculation of the Contractor prior to accrual.
  4. The Contractor hereby waives signing the recordings and its potential right to have its name mentioned, though it may be named by the Principal.
  5. The Principal shall acquire the title to photographic materials (negatives, slides, films, intermediate negatives, duplicates, etc.), and to illustrations upon the payment of the fee. The recording materials are to be surrendered to the Principal with the invoice, if not done so earlier, or, at the request of the Principal, to be stored for the Principal free of charge as of the issuance of the invoice.
  6. The Contractor must store any drafts not delivered and reproduction materials (e.g., printing documents such as printing blocks, photographs, cutting dies, lithographs, movies, tools) created or procured by the Contractor to carry out the Order with care up until the expiration of six months after the acceptance, surrender such to the Principal upon request and inform the Principal prior to the destruction of the reproduction material in due time after the expiration of the storage period.
  7. The Contractor shall be obligated to have third parties involved in the production and others who are entitled to rights to the results of the production sign a declaration regarding the transfer of the rights to use pursuant to No. IX hereof and present such declaration to the Principal.
  8. Film material shall be transferred in a format specified by the

Principal.

XI. Additional Terms and Conditions for Programmers and Technical IT Developers

In the event of technical IT development services, the Contractor shall after the conclusion and delivery of a development service be obligated to surrender any software codes, materials, documentation or other documents created in connection with the development service to the Principal at the latter's request at any time. This shall apply in particular to any source and object codes created in connection with a development performance. The Contractor shall not be entitled to refuse to surrender invoking alleged or actual claims against the Principal, even from other orders.

XII. Documents of the Principal

The title to drafts, drawings, plates, templates, models or other documents received by the Contractor shall remain with the Principal, may only be used to carry out the Order and are to be stored with care by the Contractor and returned upon first demand. The Contractor shall not have a right to retain such documents.

XIII. Illustrations, Drafts, Reproduction Material, Photographic Material

1. The Principal shall acquire the title to illustrations upon the payment of the fee.
2. The Contractor must store any drafts not delivered and reproduction materials (e.g., printing documents such as plates, photographs, cutting dies, lithographs, movies, tools) created or procured by the Contractor to carry out the Order with care up until the expiration of six months after the acceptance, surrender such to the Principal upon request and inform the Principal prior to the destruction of the reproduction material in due time after the expiration of the storage period.

XIV. Secrecy

1. All information and documents made accessible in connection with the Order must be treated strictly confidential – even after the completion of the Order and even if the Order is not fulfilled. The Contractor may only use copies of the contractual service for its own advertising purposes with the prior written approval of the Principal.
2. The Contractor must impose this obligation to maintain secrecy on its employees, subcontractors, models, etc., entrusted with the performance of the Order to the extent such is necessary to guarantee the maintenance of secrecy.

XV. Prohibition of Assignment

The rights of the Contractor from the Order, in particular the claim to compensation, may not be assigned.

XVI. Special Services

In the event the Contractor renders other services for the Principal such as web hosting, domain reservations, etc., the Parties shall mutually document the cooperation in a separate provision in each individual case.

XVII. Minimum Wage

1. The Contractor hereby agrees to observe the Act on a General Minimum Wage (*Mindestlohngesetz - MiLoG*) and pay the bindingly applicable minimum wage. The previous provision shall likewise apply to successors of the Contractor and the employees of such.
2. The Principal shall be entitled to demand current proof of such (e.g., time sheets, wage statements, employee lists) at any time. In the event such proof is not presented, the Principal shall be entitled to retain any payment due.
3. The Contractor hereby agrees to indemnify the Principal from its liability to observe the minimum wage in the event of the Contractor's or its subcontractor's breach of the Minimum Wage Act.
4. In the event of the Contractor's breach of the obligation to pay the minimum wage, the Principal shall be entitled to terminate the agreement without observing a notice period. The Principal shall in addition have a retention right with regard to due pay-

ment claims of the Contractor. The Principal shall moreover be entitled to have the part of the performance which has not yet been rendered carried out by a third party at the expense of the Contractor after retracting the Order. Damage compensation claims due to further reaching damage are hereby expressly reserved.

XVIII. Final Provisions

1. German law shall apply under the exclusion of all international and supranational (contractual) legal systems, in particular, the UN Sales Convention.
2. The exclusive – also international – place of jurisdiction for all disputes arising from the contractual relationship shall be Hamburg.