

#### LEGAL COMPLIANCE:

##### TERMS AND CONDITIONS eMotionSlide.com by Wolfgang H. Klein

[This version corresponds to the current law on copyright. It guarantees legal security for both parties to the contract].

eMotionSlide.com by Wolfgang H. Klein | Rösrath [hereinafter referred to as WHKlein] - represented by Wolfgang H. Klein - works exclusively on the following terms and conditions. The general terms and conditions of the client shall not automatically apply; the individual agreement of the parties in writing shall be decisive. If no individual contractual arrangement has been made, the following terms and conditions shall be deemed as explicitly agreed upon by your placing of the order.

#### 1. MEDIA DESIGN

1.1 WHKlein understands a media draft to be exclusively the media design of a PR, communication or advertising medium on the basis of a complete briefing without the realisation of the design work.

1.2 The media design is presented in the form of a written exposé or a layout sketch on paper or by means of a 1c or 4c printout on paper or on an electronic user interface.

1.3. drafts on electronic data carriers are not handed over by WHKlein, except for drafts in the area of screen design, such as drafts for the internet and drafts for an intranet.

1.3 WHKlein shall have fundamental media design freedom within the scope of the order. The choice of material and carrier are part of the media design.

#### 2. COPYRIGHT PROTECTION AND RIGHTS OF USE AND APPLICATION

2.1 The subject of the contract is the creation of the commissioned copyright work and the granting of rights of use and enjoyment of this work. The overall performance of WHKlein consists of the creation of a work in accordance with § 631 BGB. This work is used in accordance with copyright law. The right of use/use is granted as a simple or exclusive right (§ 31 UrhG) and is limited in type, scope, duration, area and content (§ 32 UrhG). This also includes currently unknown uses.

2.2 The works [concepts, texts, media drafts, photos, illustrations, composites, audio, film/video and interactive multimedia] of WHKlein are protected as personal intellectual creations by copyright law, the provisions of which are also deemed to have been agreed if the level of creativity required under § 2 UrhG is not reached.

2.3 Without the consent of WHKlein, the works, including the copyright designation, may not be changed either in the original or in reproduction. Any imitation, even of parts of the work, is not permitted.

2.4 WHKlein is to be named as author as follows for each publication of the work: @eMotionSlide.com by WOLFGANG H.KLEIN. The naming must take place with the work, for films and moving images in the credits.

2.4 The works of WHKlein may only be used for the agreed type of use, application and purpose to the agreed extent. In the absence of an express agreement, the purpose of the contract shall be deemed to be only that purpose which was made recognisable by the Client when the order was placed. The right to use the work within the agreed scope shall only be acquired by the client after full payment of the remuneration and all order-related organisational and material costs, additional services and disbursed external costs.

2.5 Repeat uses [e.g. reprint] or multiple uses [e.g. for another product or for subsidiaries or other countries] are subject to a fee; they require the consent of WHKlein.

2.6 The transfer of granted rights of use and enjoyment to third parties requires the consent of WHKlein.

2.7 WHKlein shall be entitled to information regarding the scope of use/use.

#### 3. PAYMENT

3.1 The design [concepts, texts, media designs, photographs, illustrations, composites, audio, film/video and interactive multimedia] and the respective granting of copyright [right of use, type of use, scope of use, period of use and area of use] form a uniform service.

3.2 If the Client does not use the design as intended, WHKlein shall nevertheless charge the remuneration for the design and for the use/application, which was agreed in the offer or by the order confirmation.

3.3 A free activity, in particular the creation of designs free of charge, is not customary in the profession.

3.4 Suggestions and instructions of the customer, especially for technical, creative and other reasons, and his other cooperation have no influence on the remuneration; they also do not establish a co-author's right.

3.5 Unless otherwise agreed in the offer or in the order confirmation, the remuneration is due upon delivery of the design work. The remuneration is payable in EURO without deduction after receipt of the invoice.

3.6 If work is delivered in parts, the corresponding partial remuneration is due upon delivery of the part. If the execution of an order extends over a longer period of time, WHKlein can make corresponding advance

of the design work. The remuneration is payable in EURO without deduction after receipt of the invoice.

3.6 If work is delivered in parts, the corresponding partial remuneration is due upon delivery of the part. If the execution of an order extends over a longer period of time, WHKlein can demand corresponding payments on account.

3.7 Additional services, services and designs that go beyond the scope of the offer shall be invoiced at EURO 190.00 net per hour. If additional services provided by WHKlein designs that are protected by copyright law are created, a usage and utilization fee shall be invoiced in addition in accordance with the current SDSt/AGD/BFF remuneration agreement. This remuneration collective agreement is registered with the Federal Ministry of Labour and Social Affairs and the responsible ministries of all German federal states in accordance with § 7 of the Collective Agreement Act.

3.8 The payment for freelance services is calculated according to the base price x factor. The smallest chargeable factor is 0.5.

3.9 Fees are net amounts, which are to be paid in EURO plus 7.5% handling costs and statutory VAT.

3.10. The unauthorized and without written authorization of eMotionSlide.com Wolfgang H. Klein use/usage of designs, [see § 3.1] is calculated according to the amount of damage. Furthermore, eMotionSlide.com Wolfgang H. Klein has the right to be named as the author of the duplication material [§ 2.3]. If the user violates the right to be named, he is obliged to pay an additional contractual penalty of 100% of the remuneration. This shall not affect the right to claim higher damages in the event of a concrete calculation of damages. This also applies expressly to all designs/works by WHKlein which are used on the WEB or by other methods without written permission. As a precaution, WHKlein reminds you that all violations will be criminally prosecuted.

#### 4. MATERIAL AND ORGANISATIONAL COSTS

4.1 Material and organisational costs arising in connection with the design work or the realisation of the design are to be reimbursed and will be passed on to the client.

4.2 The prices are net prices plus the statutory value added tax.

4.3 Material, which is not verified in point 4.2., as well as travel expenses will be invoiced to the client at the purchase price plus 16% service fee.

#### 5. ADDITIONAL SERVICES AND ADDITIONAL ORDERS BY SILENCE

The modification and/or creation of further concepts, texts, media drafts, photos, illustrations, composites, audio, film/video and interactive multimedia, the modification of final artwork, typesetting and image files as well as other additional services shall be invoiced separately to the Client if they exceed the scope of services of the WHKlein offer. In case of doubt, additional services shall be invoiced in accordance with the current remuneration collective agreement Design SDSt/AGD/BFF.

#### 6. EXTERNAL COSTS

6.1 Third party costs are invoices for products and services of third party companies [e.g. costs for litho films of an exposure studio etc.], which are necessary for order processing. They are invoiced separately and independently by third party companies and in their own name directly to the client.

6.2 The customer is obliged to provide all materials and information necessary for the fulfilment of the contract free of charge. The customer guarantees that all materials made available by him do not violate applicable law and are free from third party rights.

6.3 WHKlein shall only commission external services in the course of the execution of use on the basis of an agreement made with the client in the name and for the account of the client.

6.4 Insofar as WHKlein commissions external services in its own name at the instigation of the client, the client shall release WHKlein from any resulting liabilities.

6.5 External costs that WHKlein has paid in its own name at the instigation of the client shall be charged to the client plus a service fee of 16%.

6.6 Third-party costs shall be due after their invoicing or performance.

#### 7. CORRECTION PROOF

7.1 Before the start of production, a correction proof signed by the Client as error-free shall be submitted.

7.2 If the Client does not sign a galley proof, WHKlein shall consider the drafts and production templates released by the Client as free of errors after seven working days from the date of the galley proof.

#### 8. PRODUCTION MONITORING

8.1 WHKlein shall only monitor production on the basis of a special agreement. If such an agreement exists, WHKlein is authorised to make necessary decisions and issue instructions.

8.2 If WHKlein assumes the clean processing of production, this is done to the best of its knowledge and belief. The Client hereby releases WHKlein from liability.

8.3 WHKlein may reject persons or third party companies [e.g. photographers, copywriters, programmers, image archives, printers, exposure studios] - who have been commissioned by the client for the realisation of the work - if WHKlein has doubts about their technical ability or craftsmanship quality and is therefore insufficient.

#### 9. LEGAL LIABILITY

9.1 WHKlein shall not assume liability for the admissibility of the work under competition and trademark law. The same applies to the protectability.

9.2 With the publication of the work, the Client assumes responsibility for the correctness of image, sound and text. WHKlein shall not be liable for formal and content errors [e.g. spelling, translations, facts].

9.3 Insofar as WHKlein commissions external services in the name and for the account of the Client, WHKlein shall not be liable for services and work results of the commissioned service provider.

9.4 The release of production and publication shall be the responsibility of the Client. If, in exceptional cases, the Client delegates the release in whole or in part to WHKlein, the

Client shall release WHKlein from liability.

9.5 Templates [e.g. texts, photos, samples] provided to WHKlein shall be used under the condition that the Client is entitled to use them.

#### 10. HEADHUNTING, ADVERTISING, AND COMPETITION

10.1 The client expressly undertakes not to entice away any employees from WHKlein or to employ them without the consent of WHKlein for the duration of the cooperation between the parties and for a period of 24 months thereafter. For each case of culpable violation, the customer undertakes to pay a contractual penalty to be determined by WHKlein in terms of amount and, in the event of a dispute, to be reviewed by the competent court.

10.2 The supplier of WHKlein expressly undertakes to refrain from competing activities with WHKlein's customers during the duration of the cooperation of the parties and for a period of 24 months thereafter. This shall also include competing activities of the supplier's employees, regardless of whether they are employed or freelancers (subcontractors). In the event of infringements, the following claim for damages (contractual penalty) in favour of WHKlein shall be expressly agreed. The contractual penalty shall be calculated on the basis of four times the net turnover achieved by the supplier with WHKlein's customer over the last 12 months, calculated from the time the culpable violation of this non-competition clause becomes known.

#### 11. CONFIDENTIALITY, DOCUMENTS, RIGHTS AND REFERENCE

11.1 All business or technical information made accessible by WHKlein shall be kept secret from third parties as long as and to the extent that it is not demonstrably publicly known, and may only be made available in the supplier's own company to those persons who must necessarily be involved in its use for the purpose of delivery to WHKlein and who are also obliged to maintain secrecy.

11.2 In addition, the contracting parties agree to maintain confidentiality regarding the content of this contract and the knowledge gained during its execution. WHKlein reserves the right of ownership and copyright to all documents and aids provided to the supplier for the execution of an order by WHKlein, such as in particular storyboards, drawings, illustrations, drafts, calculations, descriptions, plans, models, samples, technical specifications, data carriers, other documents, tools, parts and materials. Such documents and aids are to be used exclusively for the contractual performance and are to be returned to WHKlein in full (including any copies or records made) after completion of the contract.

Products which have been manufactured according to documents and aids provided by WHKlein may neither be used by the supplier himself nor offered or supplied to third parties.

11.3 The obligation to maintain secrecy shall also apply beyond the termination of the contractual relationship.

11.4 If one of the contracting parties so requests, the documents handed over by it, such as strategy papers, briefing documents etc., shall be returned to it after termination of the contractual relationship, unless the other contracting party can claim a legitimate interest in these documents.

11.5 Technical documents, papers, drawings, diagrams, schemes, graphics, photographs, layout templates and other documentation produced by the supplier within the framework of the execution of the order - whether on data carriers, in printed form or as material for print preparation or printing - as well as all samples, tools, materials and other operating resources become the property of WHKlein when made available. In addition, WHKlein shall receive all property rights, rights of use and exploitation rights to all of the aforementioned copyrightable works - to the extent permitted by law. No separate remuneration is owed by WHKlein for the transfer of the above rights; it is fully included in the prices stated in the orders of WHKlein or supplier offers.

11.6 The supplier is prohibited from naming WHKlein or the business relationship between the supplier and WHKlein in any form as a reference without prior express written consent.

#### 12. CONDITION OF OWNERSHIP AND RISK OF RISPATCH

12.1 Only rights of use and enjoyment are granted to drafts by WHKlein; no ownership rights are transferred.

12.2 The originals [printing templates, final artwork, negatives] are to be returned undamaged to WHKlein after a reasonable period of time unless an express agreement to the contrary has been made.

12.3 Sending and returning the work shall be at the risk and for the account of the Client.

#### 13. DEADLINES

13.1 Dates for the provision of services may only be promised on the part of WHKlein by the contact person.

13.2 The contracting parties shall set dates in writing if possible. Deadlines, the non-observance of which causes a contracting party to be in default without reminder in accordance with § 286 paragraph 2 of the German Civil Code (binding deadlines), must always be set in writing and designated as binding.

13.3 WHKlein shall not be responsible for delays in performance due to force majeure (e.g. strike, lockout, official orders, general disruptions to telecommunications, etc.) and circumstances within the sphere of responsibility of the customer (e.g. failure to provide cooperation services on time, delays by third parties attributable to the customer, etc.) and entitle WHKlein to postpone the provision of the affected services for the duration of the hindrance plus a reasonable start-up period. WHKlein shall notify the customer of delays in performance due to force majeure.

#### 14. CANCELLATION OF ORDERS

If the customer cancels the production, for whatever reason, 30% of the gross order value will always be charged as cancellation costs.

If the cancellation takes place less than two weeks before the start of production, 50 %, 75 % for less than five days and 100 % for 48 or less hours of production are due for payment. The date of receipt of the letter of cancellation by WHKlein shall be decisive for the date of cancellation. The amount of the above mentioned package costs takes into account the average saved expenses and the usual possible other use of the booked service. The confirmation of a lower damage is open to the client of WHKlein.

#### 15. SPECIMEN COPIES

In order to document the use and authorship of reproduced works, WHKlein shall be provided with specimen copies free of charge, which may also be used within the scope of self-promotion and public relations. WHKlein has the right to use the services produced for the customer and their designs as a reference for its own advertising if the customer's name is mentioned. This also applies to self-promotion on the Internet, in particular at [www.emotionsslide.com](http://www.emotionsslide.com).

#### 16. BRANDING

WHKlein reserves the right to attach references and imprint information [name, address, telephone, fax, Internet address and / or e-mail] to his work.

#### 17. COMPANY NAME AND CONTRACTUAL PARTNER WITHIN THE MEANING OF THE GERMAN BGB

16.1 Your contractual partner within the meaning of the Civil Code [BGB] is Wolfgang H. Klein, Rösrath, Germany.

#### 18. PLACE OF JURISDICTION, LAW AND THE USE OF LANGUAGE

Place of performance and jurisdiction for both parties is Bergisch-Gladbach, Germany. The contractual language is German.

End of the General Terms and Conditions