

TERMS & CONDITIONS FOR PARTNERS

1. Scope

- 1.1. These terms and conditions ("Terms and Conditions") of ShowHeroes SE ("ShowHeroes") govern the contractual relationship between ShowHeroes and Partner ("Partner") (together named as the "Parties") in connection with Partner's use of ShowHeroes' Video Platform ("PLATFORM").
- 1.2. These Terms and Conditions apply exclusively to the agreement between ShowHeroes and Partner (the "Agreement"). Terms and conditions of Partner that conflict with or deviate from these Terms and Conditions shall not apply.
- 1.3. The Agreement sets forth the terms and conditions under which Partner shall have the right to use the PLATFORM during the Term of the Agreement.
- 1.4. The PLATFORM is directed at entrepreneurs within the meaning of Paragraph 14 of the German Civil Code (Bürgerliches Gesetzbuch - BGB). By agreeing to these Terms and Conditions, Partner confirms (i) to be at least 18 years old when registering on the ShowHeroes platform currently available under <https://video-library.showheroes.com>, and (ii) to be an entrepreneur or to act in the name of and on behalf of an entrepreneur and that such entity has duly authorized it to conclude this Agreement.

2. Conclusion of the Agreement; Amendments

- 2.1. After registration on the PLATFORM, Partner will receive the request to verify his or her email address. After the email verification, Partner may receive confirmation from ShowHeroes that Partner's registration has been received and will be reviewed by ShowHeroes. Partner must provide complete and accurate registration information to ShowHeroes and keep them up to date during this Term of agreement. If Partner is a business, government, or non-profit entity, the person whose email address is associated with the account must have the authority to bind the entity to this Agreement.
- 2.2. The Agreement will only be concluded upon express acceptance of Partner's application by ShowHeroes. ShowHeroes is not obliged to enter into an agreement with Partner.
- 2.3. ShowHeroes reserves the right to amend these Terms and Conditions at any time, for example, in order to extend the range of its services or to react to changes of laws. Partner will be informed of any amendment to these Terms and Conditions in text form (i.e. Email). If Partner does not object to an amendment in text form within a period of four (4) weeks after receiving the information, the respective amendments shall be deemed accepted. ShowHeroes will inform Partner of the consequences in the event that Partner does not accept the amended Terms and Conditions within the period stipulated in the notification of the respective amendment. In the event that Partner objects the amendments, (i) the version of the Terms and Conditions in effect up to that time will remain in force and effect, and (ii) ShowHeroes shall have the right to terminate the Agreement for good cause in accordance with Section 5.2.

3. Purpose of the Agreement

- 3.1. MULTISCREEN VIDEO INFRASTRUCTURE: ShowHeroes offers advanced multiscreen video infrastructure through its website located at showheroes.com and other ShowHeroes operated sites, mobile applications, connected TV applications, and other online services (collectively the "PLATFORM"). By using the PLATFORM in any way, Partner accepts these Terms and Conditions ("Agreement"), which form a binding agreement between the parties.
- 3.2. On the PLATFORM, ShowHeroes gives Partner the opportunity to manage its own footage, audio-visual assets, videos including respective metadata and playlists and/or licensed audio-visual material from ShowHeroes and third parties (marketplace). ShowHeroes also offers free and paid versions of its multiscreen video player software, semantic targeting engine and various monetization options.
- 3.3. NOTE: IF PARTNER MONETIZES CONTENT STORED WITHIN THE PLATFORM, THEN THE "TERMS AND CONDITIONS FOR CONTENT OWNERS" APPLY IN ADDITION TO THIS AGREEMENT.

4. Grant of Rights

- 4.1. LICENSE: ShowHeroes grants Partner a limited, non-exclusive license to access and use the PLATFORM for commercial and non-commercial purposes.
- 4.2. USAGE RESTRICTIONS: Unless expressly permitted by ShowHeroes in writing, Partner will not scrape, reproduce, redistribute, sell or create derivative works from, decompile, reverse engineer, or disassemble the PLATFORM or any source code therein, nor will Partner attempt to circumvent any of

ShowHeroes's technical measures or take any measures to interfere with or damage the PLATFORM. All rights not expressly granted by ShowHeroes are reserved.

- 4.3. CONTENT RESTRICTIONS:** Partner may not upload, post, or transmit (collectively, "submit") any video, image, text, audio recording, or other work (collectively, "content") that:
- Infringes any third party's copyrights or other rights (e.g., trademark, privacy rights, etc.);
 - Contains sexually explicit content or pornography (provided, however, that non-sexual nudity is permitted);
 - Contains hateful, defamatory, or discriminatory content or incites hatred against any individual or group;
 - Exploits minors;
 - Depicts unlawful acts or extreme violence;
 - Depicts animal cruelty or extreme violence towards animals;
 - Promotes fraudulent or dubious business schemes; or
 - Violates any law.
- 4.4. CONTENT OWNERSHIP AND LICENSES:** As between Partner and ShowHeroes, Partner owns the video content ("videos") and meta data uploaded by Partner to the PLATFORM. By submitting a video, Partner grants ShowHeroes and its affiliates a limited, worldwide, non-exclusive, royalty-free license and right to copy, transmit, distribute, and display (through all media now known or hereafter created), and make derivative works from Partner's video for the purpose of (i) displaying the video within the PLATFORM to Partner's teams; and (ii) archiving or preserving the video for disputes, legal proceedings, or investigations.
- 4.5. DURATION OF LICENSES:** The above licenses will continue unless and until Partner removes Partner's videos from the ShowHeroes Service, in which case the licenses will terminate within a commercially reasonable period of time. Notwithstanding the foregoing, the license for legal archival/preservation purposes will continue indefinitely. Please note that removed videos may be cached in search engine indices after removal and that ShowHeroes has no control over such caching.

5. Term of Agreement, License Period and Termination

- 5.1.** The term of the agreement shall begin upon express acceptance of Partner's application by ShowHeroes. Unless agreed otherwise in a specific case, the Agreement shall have an indefinite term unless terminated in accordance with this agreement ("Term of the Agreement").
- 5.2.** Either Party may terminate the Agreement for convenience at any time upon four (4) weeks prior written notice to the end of the month. Either Party's right to terminate the Agreement for good cause shall remain unaffected. Each Termination has to be in writing (text form shall be sufficient), ShowHeroes will block and delete the account after the Term of the Agreement has expired.
- 5.3. ACCOUNT DELETION:** Free accounts may be deleted from the ShowHeroes Service if they remain inactive (i.e., the user fails to log in) for a continuous period of at least three (3) months. Subscription accounts will remain active until the end of the subscription term and any renewal term.
- 5.4. TERMINATION FOR BREACH:** ShowHeroes may suspend, disable, or delete Partners account (or any part thereof) or block or remove any content submitted if ShowHeroes determines that Partner has violated any provision of this Agreement or that Partner's conduct or content would tend to damage ShowHeroes's reputation and goodwill. If ShowHeroes deletes Partner's account for the foregoing reasons, Partner may not re-register for the PLATFORM. ShowHeroes may block Partner's email address and Internet protocol address to prevent further registration.
- 5.5. EFFECT OF TERMINATION/ACCOUNT DELETION:** Upon termination, all licenses granted by ShowHeroes will terminate. Sections 10 through 18 shall survive termination. In the event of account deletion for any reason, content that Partner submitted may no longer be available. ShowHeroes shall not be responsible for the loss of such content.

6. Price structure of ShowHeroes

ShowHeroes video infrastructure and PLATFORM encompass various services and flexible pricing models including free accounts. The core services at the time of this writing include but are not limited to:

- Video Asset Management
- Marketplace for Video- and Footage Licensing
- Content-Adaptions
- Semantic Targeting Engine
- Video Ad Demand (primary or backfill)
- MultiScreen^{Plus} Video Player + Streaming without Ad Integration
- MultiScreen^{Plus} Video Player + Streaming with Ad Integration

6.1. Subscriptions

- 6.1.1.** ShowHeroes offers different subscription plans to use one or more PLATFORM services.
- 6.1.2.** VIDEO ASSET MANAGEMENT: Please see our subscription pages (if available in Partner's territory) or contact our sales for detailed information. Features and prices are subject to change. Basic features are included in a free account version.
- 6.1.3.** FREE ACCOUNT: Each business or individual may have only 1 Free Version account. Partner acknowledges that the Free Version is provided at no charge, and therefore, the terms that govern use of the Free Version are different, in part, from the terms that govern use of Paid Versions. If Partner upgrades from the Free Version to a Paid Version, Partner acknowledges and agrees that the terms that govern the use of the Paid Version shall automatically apply to Partner upon such upgrade.
- 6.1.4.** STORAGE LIMITS: All Plans have an associated monthly storage limit. Storage limits are calculated based upon source files. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly limit Partner will be notified and given the option of (a) upgrading to a plan with a higher storage limit, or (b) paying for extra storage at the then current overage rate for respective account (unless otherwise previously mutually agreed upon). Anyone who wishes to obtain more storage capacity may request a custom account by contacting ShowHeroes sales.
- 6.1.5.** MULTISCREEN^{PLUS} VIDEO PLAYER + STREAMING WITHOUT AD INTEGRATION: anyone with a valid VIDEO ASSET MANAGEMENT subscription may also integrate our multiscreen video player technology in accordance with the terms of respective subscription plan.
- 6.1.6.** BANDWIDTH LIMITS: All Plans have associated monthly bandwidth limits for streaming video content. Monthly limits are calculated based on calendar months and are based on the date of account activation. Once an account reaches its monthly bandwidth limit Partner will be notified and given the option of (a) upgrading to a plan with a higher bandwidth limit, or (b) paying for extra bandwidth at the then current overage rate for respective account (unless otherwise previously mutually agreed upon).
Anyone who wishes to obtain additional bandwidth for streaming may request a custom account by contacting ShowHeroes sales.
- 6.1.7.** STREAMING COSTS: A custom account and agreement is needed if Partner wants to use his own or a different CDN.
- 6.1.8.** CANCELTION AND REFUNDS: Partners who purchase annual subscriptions have thirty (30) days after their purchase to cancel. Partners who purchase monthly subscriptions have five (5) days after purchase to cancel. After the cancelation period ends, all purchases are final and all fees paid are non-refundable, even if Partner's account is later terminated by ShowHeroes. If Partner's account is terminated due to its breach of this Agreement during the relevant cancelation period, Partner will not be refunded.
- 6.1.9.** RENEWALS: Subject to the terms hereof, Partner may choose to renew its subscription at the end of the subscription period. By default, all subscriptions are set to automatically renew for the same period of time as the original subscription. Partner may decline to renew at any time prior to the commencement of a renewal subscription. ShowHeroes reserves the right to deny subscriptions, renewals, and other purchases for any reason. Unused storage, plays, and other limits do not roll over to subsequent subscription periods.
- 6.1.10.** END OF SUBSCRIPTION: When a paid ShowHeroes subscription ends, the account automatically becomes a Basic (free) account and ShowHeroes may disable access to or delete any content to comply with Basic account limits. If Partner uses ShowHeroes for commercial purposes, its account and its content may be deleted if a paid subscription is not renewed.

6.2. Marketplace

- 6.2.1.** Partner may license ShowHeroes' or third party Video Content from the ShowHeroes Marketplace. By default, Partner has no sub-licensing rights. Partner may use the content on any of its own platforms (including apps and social media channels).
- 6.2.2.** BUILT-TO-ORDER: ShowHeroes offers additional services like publisher brandings, mobile-ad-creative optimizations, translations and built-to-order videos for partners. In accordance with the subscription chosen by Partner, additional charges may apply for these services. ShowHeroes grants Partner an exclusive license period of 14 days for built-to-order content within Partner's country of incorporation ("territory").

- 6.2.3.** If production quality of built-to-order videos fails to match reasonable expectations, then Partner can decline a video under the following conditions:
- Partner has informed ShowHeroes about the issue within 3 hours after reception of the video
 - ShowHeroes has failed to resolve the issue within a reasonable time after being informed by Partner
- 6.2.4.** ShowHeroes indemnifies Partner from third party claims that may be asserted against Partner because of a potential infringement of legal provisions due to the use of built-to-order videos. A prerequisite for such indemnification is that:
- Partner has informed ShowHeroes of the assertion of such claims immediately in writing (fax and e-mail is sufficient)
 - Partner makes no concessions or acknowledgments or similar statements and Partner makes no payments without the consent of ShowHeroes. Partner allows ShowHeroes to perform, at their expense, all the judicial and extrajudicial negotiations on the claims
 - Partner has removed the video (concerned by the claims) upon notice from ShowHeroes immediately
 - The claims relate to the video itself
- 6.2.5.** LICENSE TERRITORY OF MARKET PLACE CONTENT: If Partner licenses content from the PLATFORM Marketplace, the territory shall be limited expressly according to the information delivered in the meta data of the respective content or the license confirmation. A Partner cannot acquire a license without a proper license confirmation by ShowHeroes.
- 6.2.6.** OTHER PURCHASES: Purchases of other products and services through the PLATFORM are subject to other terms and conditions that are presented at the time of purchase.

6.3. Revenue Share

- 6.3.1.** FREE CONTENT STREAMING: ShowHeroes offers free content streaming for publishers that want to monetize video via mobile video ads. ShowHeroes can act as a primary as well as backfill demand for such video ads.
- 6.3.2.** SHARE: As compensation for FREE CONTENT STREAMING reach (a ShowHeroes video player is integrated on one or more of Partner's websites) Partner shall be entitled to receive a revenue share of 50 % of Total Net Revenues from the advertising that ShowHeroes or an authorized agent, agency, online marketer etc. ("Sales House") generate and receive from advertisements (video ads including companion ads such as rich media, interstitials) played out on Partner's respective online assets.
- 6.3.3.** BASIC FEE: As a basic tech fee for CONTENT STREAMING (a ShowHeroes video player is integrated on one or more of Partner's websites) ShowHeroes shall be entitled to receive a revenue share of only 15% of Total Net Revenues from the advertising that Partner or an authorized agent, agency, online marketer etc. ("Sales House") generate and receive from advertisements (video ads including companion ads such as rich media, interstitials) played out on Partner's respective online assets.
- 6.3.4.** MANAGED SERVICE: Partner authorizes ShowHeroes to manage and optimize its content playlists and video ad streaming within the spaces provided by partner for respective placements. ShowHeroes uses data driven algorithms (i.e. semantic targeting via analysing Partner's website-content) to provide an optimal balance between user experience and monetization. Partner can opt-out of the managed option at any time to manage playlists manually. Opt-out has to take place in written form (e-mail shall be sufficient).
- 6.3.5.** OPTIMIZATION: Revenue Share does not apply to Ad Impressions (max 4% of total impressions) designated to self-promotion or A/B-Testing (in order to maximize the overall yield).
- 6.3.6.** REPORTING: ShowHeroes offers Partner the following reporting:
- Weekly reporting about video and ad performance
 - Full-Month-Reporting (preliminary) till the 15th of the following month
 - Financial Reporting (basis for billing) shall be provided within sixty (30) days after the end of each month
 - Expedited Financial-Reporting (optional upon explicit agreement in written form) can be provided till the 7th of the following month. Since ShowHeroes gets reports by its third-party marketers/DSPs seldom before the end of the following month, these reports may still be incomplete. In case of expedited reporting, Partner's invoice payment terms must be 90 days because ShowHeroes will not pre-finance ad revenues (however, ShowHeroes will try to collect and distribute cash in a timely manner)

- 6.3.7. TOTAL NET REVENUE:** For the purpose of Section 6.3, “Total Net Revenue” means all advertising revenues generated from video ad inventory played off after taxes, rebates, (bundling-) discounts, allowances, marketing fees, publisher share, potential arising bad debt losses, SSP fees (for programmatic media deals), agency fees as well as technical costs for delivery and storage of the videos, fees paid or payable for the exploitation of music incorporated in the videos.
- 6.3.8.** Partner shall only be entitled to its remuneration if ShowHeroes has fully received remuneration from the respective customer and/or Sales House. Payment is deemed to have been received at such time as ShowHeroes is able to freely dispose of the amount paid (credit).
- 6.3.9.** Any amounts owing to Partner shall be due ninety (90) days after the end of each invoiceable month and all payments shall be authorized by invoice-requests based on respective financial reporting.
- 6.3.10.** Partner is obliged to immediately check the validity of the invoice-request document upon receipt and informs ShowHeroes in writing within four weeks about any changes. Partner is further obliged to inform ShowHeroes immediately in writing about any changes in its tax registration number, VAT-ID-Number or similar respectively name and address, in the event of failure to immediately inform ShowHeroes about such changes, Partner must reimburse ShowHeroes for any taxes, interest payments due and related costs incurred by ShowHeroes. After ShowHeroes receives the advertising revenues from the advertising customer and/or the Sales House, ShowHeroes will calculate the full amount of the commission in accordance with Section 9. and then pay out the relevant amount.
- 6.3.11. SKONTO:** All invoices paid to Partner before due date are subject to 2% cash discount (“Skonto”).
- 6.3.12.** It shall be agreed between the parties that payment of revenues shall only be payable if the Net Receipt’s Share exceeds an amount of EUR 500, -. In the event that such amount is not reached, ShowHeroes may withhold the payment until such month in which the amount of EUR 500, - has been reached. Payments which have not been paid at the end of each calendar year or at the end of the Term of the Agreement according to Section 5 shall be transferred to Partner at the end of each calendar year or end of the Term of the Agreement even if the amount totals less than EUR 500, -. However, in the event the remaining remuneration to be accounted and transferred at the end of the calendar year or the end of the Term of the Agreement does not exceed EUR 30, -, a payment by credit note shall not be authorized and ShowHeroes may be allowed to retain such amount to cover administrative expenses.

7. Conditions of Payment and Taxes

- 7.1.** All prices quoted are net prices expressed in Euros and subject to the legally applicable value-added tax at the rate in effect as of the time of provision of the contractual services. If and to the extent Value Added Tax or similar tax of the country where Partner has its place of business or management is due on the services under this agreement, Partner will (i) declare and pay such Value Added Tax or similar tax on its own and (ii) if and to the extent Partner does not comply with its obligation under (i), will indemnify and hold ShowHeroes harmless from and against any Value Added Tax or similar tax (including for the avoidance of doubt any fines, penalties, interests or other additions thereto). Value Added Tax and similar tax in this regard means any tax imposed either locally or nationally on the sale of goods and/or the provision of services irrespective of its description.
- 7.2.** If the country in which Partner has its principal place of business or management imposes a tax or charge due to the rights granted in Section 4, 14 and 15 or any other provision in the Terms and Conditions, Partner will indemnify ShowHeroes against such tax.
- 7.3.** Partner acknowledges that the remittance of any compensation resulting from this Agreement is subject to taxation in compliance with the statutory regulations of the Federal Republic of Germany, ShowHeroes is therefore obliged to withhold the taxes as provided by law from the compensation (and, for the avoidance of doubt, entitled to deduct the amount of such taxes from the payments to Partner) and to pay the said taxes to the competent tax authorities. The amount of the said withholding tax is to be determined by the pertinent fiscal laws.

8. Access Authorization and Passwords

- 8.1.** Partner agrees to treat the access data and passwords required to access the ShowHeroes platform confidentially and will inform ShowHeroes without undue delay in written form of any unauthorized access to and/or use of its login credentials.
- 8.2.** ShowHeroes encourages Partner to use his or her real name. If Partner is a business, government, or non-profit entity, Partner must use the actual name of respective organization. Partner may not use

someone else's name, a name that violates any third party right, or a name that is obscene or otherwise objectionable.

- 8.3. Partner may grant access to Partner's account to other team members subject to a seat limit. Partner is responsible for the actions of those persons insofar as Partner's team account is concerned.
- 8.4. Partner shall be fully responsible for all acts carried out by any third party using its access data and/or passwords on its behalf.
- 8.5. Partner will refrain from any acts or measures that could impair or jeopardize the functionality, operation or security of the PLATFORM or the information processed and stored on the ShowHeroes platform.
- 8.6. If Partner breaches any of the above duties and/or obligations, ShowHeroes shall be entitled to suspend or delete Partner's account after reasonable consideration of Partner's legitimate interests. In such case, ShowHeroes will suspend Partner's access authorization and notify Partner.

9. Product Placement

- 9.1. Partner acknowledges that media service providers (hereunder called Publishers) are obliged to inform viewers about Product Placements included in Programs if the Program was produced on or after 19 December 2009, due to the German Broadcast Services State Treaty (Rundfunkstaatsvertrag, RStV). Product Placement means any form of audio-visual commercial communication, consisting of the visible inclusion of, or reference to, a product, service, or the trademark thereof, so that it is featured within a Program, in return for payment or for other similar consideration for trade promotion purposes. The free-of-charge provision of goods or services, such as Program props, is considered Product Placement if the goods or services involved are of significant value. Currently, the relevant limit for the determination of one provider's goods/services is 1 per cent of the Program's costs, where the minimum value of such goods and/or services is EUR 1,000.00 (one thousand Euros).
- 9.2. For Programs produced on or after 19 December 2009, Partner shall thus notify ShowHeroes about actually included Product Placements by providing complete and accurate meta data during the upload of the Program to the PLATFORM which are also transferable to third parties. Partner shall provide ShowHeroes with a comprehensive list of all actually implemented Product Placements on request whereas the respective value, even if the value is below the significant value is specified. Absence of such a notification shall constitute a statement that the respective Program does not contain any Product Placements.

10. Warranties/Infringements of Rights

- 10.1. ShowHeroes does not warrant that access to the PLATFORM or content will be uninterrupted and/or of a certain quality, ShowHeroes does not warrant that the PLATFORM will be provided without interruption and/or errors or that the Programs will be available for a certain period of time.
- 10.2. PARTNER REPRESENTATIONS AND WARRANTIES: for each piece of content that Partner uploads, Partner represents and warrants that: (i) Partner has the right to submit the content to ShowHeroes a; (ii) ShowHeroes will not need to obtain licenses from any third party or pay royalties to any third party; (iii) the content does not infringe any third party's rights, including intellectual property rights and privacy rights; and (iv) the content complies with this Agreement and all applicable laws.
- 10.3. INDEMNIFICATION: Partner will indemnify, defend, and hold harmless ShowHeroes and its affiliates, directors, officers, employees, and agents, from and against all third party actions that: (i) arise from Partner's activities on the PLATFORM; (ii) assert a violation by Partner of any term of this Agreement; or (iii) assert that any content Partner submitted to PLATFORM violates any law or infringes any third party right, including any intellectual property or privacy right.
- 10.4. In the event that the rights transferred under the present Agreement are impaired by third parties, Partner agrees to take every appropriate measure to enforce its rights against such third parties and to notify ShowHeroes thereof as soon as such impairments are brought to Partner's attention, ShowHeroes shall also be entitled to take appropriate action itself to oppose such impairments. Partner shall be obliged to fully and unrestrictedly support ShowHeroes in the defense of ShowHeroes' rights.

11. Liability of ShowHeroes

- 11.1. ShowHeroes provides the PLATFORM on an "as is" and "as available" basis. Partner therefore uses the PLATFORM at Partner's own risk. ShowHeroes expressly disclaims any and all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose, non-infringement, and any other warranty that might arise under any law. Without limiting the foregoing, ShowHeroes makes no representations or warranties:
 - That the PLATFORM will be permitted in Partner's jurisdiction;

- That the PLATFORM will be uninterrupted or error-free;
 - Concerning any content submitted by any user;
 - Concerning any third party's use of content that Partner submits;
 - That any content Partner submits will be made available on the PLATFORM or will be stored by ShowHeroes;
 - That the PLATFORM will meet Partner's business or professional needs;
 - That ShowHeroes will continue to support any particular feature of the PLATFORM; or
 - Concerning sites and resources outside of the PLATFORM, even if linked to from ShowHeroes' service.
- 11.2.** ShowHeroes reserves the right to modify the PLATFORM. Partner is responsible for providing Partner's own access (e.g., computer, mobile device, Internet connection, etc.) to the PLATFORM. ShowHeroes has no obligation to screen or monitor any content and does not guarantee that any content available on the ShowHeroes Service complies with this Agreement or is suitable for all users.
- 11.3.** To the fullest extent permitted by law: (i) ShowHeroes shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages, including but not limited to damages for loss of profits, goodwill, use, data or other intangible losses; and (ii) ShowHeroes's total liability to Partner shall not exceed the amounts paid by Partner to ShowHeroes over the twelve (12) months preceding Partner's claim(s).
- 11.4.** The above limitations of liability do not apply to a liability for injuries of life, body, and health or in the event of the acceptance of a guarantee by ShowHeroes. The liability of ShowHeroes according to the German Product Liability Act and pursuant to the scope of applications of Section 44a Telecommunications Act (TKG) shall not be affected.
- 11.5.** In case of slight or ordinary negligence, ShowHeroes shall only be liable in case of a violation of significant contractual obligations or the violation of a guarantee. Significant contractual obligations, so-called material contractual obligations within the meaning of case law, are obligations that enable the proper fulfilment of the contract and those upon the fulfilment of which Partner can rely. The liability to pay damages in case of infringement of significant contractual obligations shall be limited as follows: (i) ShowHeroes' liability shall be limited to foreseeable damage in each case, (ii) ShowHeroes shall not be liable for lost profits or indirect or consequential damage, (iii) ShowHeroes' total liability shall be limited to the amount which was actually paid out to it during the 12 months preceding the damage event.
- 11.6.** To the extent any disclaimer or limitation of liability does not apply, all applicable express, implied, and statutory warranties will be limited in duration to a period of thirty (30) days after the date on which Partner first used the PLATFORM, and no warranties shall apply after such period.
- 11.7.** The above limitations or exclusions of liability also apply in terms of the liability of employees, workers, staff members, representatives, and vicarious agents of ShowHeroes, in particular for the benefit of shareholders, staff members, representatives, organs in terms of their personal liability.
- 11.8.** The above regulations do not constitute a modification of the burden of proof to the detriment of Partner.

12. Confidentiality

- 12.1.** The parties shall keep all Confidential Information secret and confidential during the Term of the Agreement and thereafter. Confidential Information shall mean all terms and conditions of this Agreement and information related to the disclosing party (i) which emerges during and prior to the cooperation in accordance with this Agreement, (ii) and which is not in or does not enter the public domain and/or was not already in the receiving party's knowledge. Third parties to whom such Confidential Information may be disclosed are (i) employees of affiliated companies of ShowHeroes, (ii) companies in which ShowHeroes has a direct or indirect interest and any of their employees, (iii) certified public accountants, lawyers and/or other professional advisors, (iv) prospective buyers or investors, provided that (i) these persons or entities have been obliged by the disclosing party to keep all information secret and confidential and (ii) the party that discloses information under this paragraph remains responsible for the acts and omissions of any such person or entity as though they were the acts and omissions of the disclosing party itself. Confidential Information can be disclosed without limitation (i) to the extent necessary to comply with applicable laws, the rules of any stock exchange on which the shares of that party or its parent company may be listed, or a valid order of a court of competent jurisdiction or an arbitration tribunal or another competent authority, (ii) in order to exercise or to enforce any of its rights pursuant to this Agreement and/or (iii) if it is information relevant to Partner's accounting obligations to its licensors. Disclosure of the entire Agreement or any press

release in relation thereto shall be is subject to the prior written approval of ShowHeroes (e-mail shall suffice).

12.2. Any confidentiality agreement separately concluded between the parties shall continue to apply. The confidentiality obligation contained in this Section 19. shall survive the termination of this Agreement.

13. Data Protection

13.1. Each party agrees to comply with applicable data protection legislation.

13.2. If, and to the extent that, ShowHeroes (i) is obliged to collect, process or use personal data on behalf of Partner for the purposes of the performance of this Agreement, or (ii) has access to personal data of Partner - for example, via remote access to systems of Partner, the parties will enter into an agreement governing the collection, processing and use of personal data pursuant to any applicable data protection laws and regulations (in particular Para. 11 of the Federal Data Protection Act, and/or any follow up legislation in accordance with the General Data Protection Regulation of the European Union). The draft of any such data protection agreement will be provided by ShowHeroes.

14. Compliance

14.1. Neither Partner nor its employees and/or agents may commit any acts that could result in it or them being liable to prosecution for fraud or breach of a fiduciary duty, criminal insolvency, unfair competition offenses, bribery, corruption or similar offenses.

14.2. In the event of any breach of this provision, ShowHeroes may sever all business contacts with Partner, and immediately terminate or rescind all agreements that are in place. This will not release Partner from its duty to comply with all laws and regulations pertaining to its relationship with ShowHeroes.

15. Reference

ShowHeroes may use Partner's company name and logo as a reference (in particular for marketing purposes on websites and in product presentations).

16. Auditing

16.1. Partner is entitled to review the figures reported by ShowHeroes (itself or by an independent auditor). ShowHeroes will bear the costs of an audit if revenue-share relevant data within the scope of the respective contract deviates by more than 10% from the reported figures.

16.2. For deviations below 10%, partner shall bear all costs of the audit.

17. Bankruptcy: Composition and Ancillary Proceedings

17.1. Partner represents and warrants that with regard to the rights granted under this Agreement there are no extraordinary termination, withdrawal and/or other contractual rights which may cause said rights to expire or to be transferred to third parties in the event of a bankruptcy petition being filed or composition proceedings instituted with regard to Partner's estate or if Partner becomes insolvent or is in default of its payments or other resolatory conditions for the own acquisitions of title come into effect.

17.2. In the event of a bankruptcy petition being filed, or bankruptcy proceedings being instituted, or a petition for instituting legal composition proceedings being filed, or composition proceedings being instituted with regard to Partner's estate, the rights transferred to ShowHeroes shall not be affected in any way, subject to applicable law.

18. Choice of Law and Jurisdiction

18.1. This Agreement shall be interpreted and construed in accordance with the laws of the Federal Republic of Germany with the exclusion of the U.N. Convention on Contracts for the International Sale of Goods and the rules of private international law.

18.2. The exclusive place of jurisdiction for all legal disputes arising from or in connection with this Agreement shall be Berlin. Notwithstanding the foregoing, ShowHeroes reserves the right to take legal action at other legally competent courts. Arbitration proceedings have not been agreed.

19. Miscellaneous

19.1. Any communications by the Parties under or in connection with this Agreement shall be made in English or German.

19.2. The place of performance shall be the place where ShowHeroes has its registered office.

- 19.3.** Partner shall inform ShowHeroes of any changes in Partner's corporate form, business address or similar without undue delay. If Partner should fail to provide such information without undue delay, it shall be liable for any negative consequences and costs.
- 19.4.** If individual provisions of the contract should be ineffective, the effectiveness of the remaining provisions of this Agreement shall remain unaffected. Instead of the ineffective provision, a replacement provision shall apply which resembles the purpose intended by the ineffective provision most closely. The same shall apply to contractual gaps.
- 19.5.** This Agreement may not be modified or waived, in whole or in part, except in writing. The same shall apply for a waiver of the requirement of the written form.