

Roland Gropp ProEntertainment

General Terms and Conditions (GT&C)

1. Subject matter and Scope

1.1 Subject matter

Subject of these General Terms and Conditions (GTC) are services in the areas currently listed in the service portfolio on www.creative-factor.com. The nature of the services and works in detail results from the service, consulting and management concepts applied by RGPE (Roland Gropp ProEntertainment), proven and developed by RGPE itself, the offer (based on specifications), the implementation proposals and the individual orders.

The General Terms and Conditions shall apply to all service, consulting and management offers and contracts, irrespective of the content and legal nature, of the service, consulting and management offers and/or contractually assumed service, consulting and management services by RGPE.

1.2 Scope of application

These General Terms and Conditions shall be an integral part of every written or oral contract concluded, unless otherwise agreed in writing. Verbal or telephone subsidiary agreements of any kind, also with representatives or employees of RGPE, shall be regarded as non-binding preliminary discussions as long as they have not been confirmed in writing by RGPE. Deviating terms and conditions of the client as well as amendments and supplements to these General Terms and Conditions shall only be valid insofar as they have been acknowledged in writing by RGPE. Insofar as service, consulting and management contracts or offers contain written provisions which deviate from the following general terms and conditions, the individually offered or agreed contractual rules shall take precedence over these GT&C.

1.3 Validity

RGPE shall be entitled to amend these General Terms and Conditions at any time or to adapt them in the event of a change in a statutory provision. The client shall be notified of any amendment to the GT&C in due time. If this amendment is not objected to within one month after receipt, it shall be deemed to have been approved by the provider.

2. Offer and Conclusion of Contract

2.1 Offer

The offers of RGPE are subject to confirmation until the firm contract is concluded. RGPE shall be bound by an offer submitted by the management for 2 weeks.

2.2 Subject matter of the contract/order

The subject of the orders shall be the agreed service(s) designated in the contract, consulting activity(ies) of any kind, but not the achievement of a specific economic success.

2.3 Conclusion of contract/validity of order

Orders of the client shall only be considered as accepted by written order confirmation of RGPE, insofar as RGPE does not indicate this - for example by taking action on the basis of the order. RGPE reserves the right to reject orders. Order confirmations of RGPE shall replace an order of the contractual partner, if no objection is made in writing within three days.

2.4 Price validity

All information given in consulting descriptions as well as offers, price lists and brochures are always subject to change and lose their validity with the publication of new price information or submission of new offers.

2.5 Free services

Free services, with the aim of a later placing of an order or remuneration, are not provided. The development of conceptual service, structuring or solution proposals, recommendations for action and/or implementation plans (master plan), etc. by RGPE as well as their presentation shall generally be invoiced.

2.6 Property rights and copyrights

The property rights and copyrights of the developed and executed service, solutions, concepts, strategies remain with RGPE. The transfer to third parties is not permitted. Reprinting, duplication, further use - also in extracts - only with written permission of RGPE.

3. Services

3.1 Client's obligation to cooperate

In order to enable RGPE to carry out the desired professional work, the client shall inform RGPE as comprehensively as possible and in a timely manner - without culpable delay - regarding his ideas concerning the service, the business, organizational, technical and competitive situation of his company.

The client shall in particular personally and, as far as necessary, also through his employees cooperate in the service(s) and in the project(s) (subject matter of the order) as follows:

3.1.1 Client's obligation to provide information

All questions of the RGPE service providers/consultants about the factual and legal relationships within the client company shall be answered as completely, accurately and promptly as possible; likewise questions of the RGPE service providers/consultants about the factual and legal relationships between the client and its business partners and competitors, insofar as these relationships are known to the client and/or its executives. The RGPC service providers/consultants shall only ask such questions, the answers to which may be of significance for the performance of the order/service.

3.1.2 Duty to inform client

RGPE shall also be informed, without being asked and as early as possible, about such circumstances which may be of importance for the performance of the order.

3.1.3 Inspection obligation of the client

The proposed or executed preparations for the service(s) or interim results and interim reports supplied by RGPE shall be checked by the client without delay to determine whether the actions prepared for the service(s) or information contained therein about the client or his company is correct; any necessary corrections and also requests for changes shall be communicated to RGPE in writing without delay.

If no request for correction or changes is sent to RGPE by the client within an inspection period of 10 working days, the preparation and in this respect agreed execution shall be deemed to have been accepted or the (service) performance or agreed partial (service) performance (milestone(s)) shall be deemed to have been provided and accepted.

3.2 Subject matter of the order

The (service) performances and objectives to be rendered by RGPE shall be specified in detail in a separate agreement to be concluded between the client and the contractor or shall result from the placing of the order. The service, consulting service or management service shall be provided in accordance with the wishes and specifications of the client.

Due to the fiduciary obligation towards the client, RGPE undertakes to provide an objective service, consultancy or management service oriented towards the respective objective as well as, if necessary, an appropriate selection of third parties for the performance of the contract. Insofar as the client has not expressly reserved a right of co-determination, the selection of third parties by RGPE shall be made in compliance with the principle of a balanced relationship between economic efficiency and the best possible success in the performance of the services.

3.3 Performance and delivery dates

Performance and delivery dates shall only be binding if they have been confirmed as binding by RGPE in writing. The contractual fulfillment of the services shall require the timely and proper fulfillment of the client's obligations. The contractor shall endeavor to meet the agreed deadlines.

However, failure to meet the deadlines shall only entitle the client to assert the rights to which he is entitled by law after he has granted RGPE a reasonable period of grace. This period shall commence with the receipt of an escalation notice by RGPE. An obligation to pay damages under the title of default shall only exist in the event of intent or gross negligence on the part of RGPE.

In the case of certain services, RGPE undertakes to adhere to the agreed deadline without fail after consultation with the client. This will be confirmed separately in writing.

Unavoidable or unforeseeable events, in particular delays with contractors under the designation of third parties (3.2), shall release RGPE from compliance with the agreed delivery date.

3.4 Authorization to sign of contact persons of the client

The contact persons designated by the client must be authorized to sign, in particular with regard to the release of budgets, cost estimates, release of actions, procedures and other coordination processes. Restrictions of the signing authority must be communicated to RGPE in writing by the client in due time.

3.5 Billing basis

The basis for invoicing shall be the current price at the time the order is placed (order confirmation) in accordance with the agreement or offer. The services shall be rendered immediately upon conclusion of the contract (order confirmation) or after order booking.

3.6 Entitlement to remuneration

Unless otherwise agreed, the claim to remuneration for each individual service begins as soon as it has been provided. The invoice shall be sent by e-mail (PDF file) or by post and shall be payable immediately after invoicing without deductions. A period of 5 working days is assumed to be immediate for the purposes of these GT&C.

4. Term and Termination

4.1 Term

For services and consulting services, the contractual regulations apply in principle. Lump-sum contracts (e.g. monthly or budget lump sums), have a minimum contract term of 3 months and shall be automatically extended by a further 3 months or the period specified separately in the contract in accordance with the terms of the contract, unless notice of termination is given in writing within a period of four weeks prior to the expiry of the respective contract term.

4.2 Cancellation

Cancellations of orders must be made in writing and in the form of a letter.

4.2.1 Termination for cause

The right to terminate for good cause shall remain unaffected. Such good cause shall in particular be deemed to be:

- a) the opening of insolvency proceedings against the assets of the respective user (such as contract partner) or the filing of an application for the opening of insolvency proceedings as well as the rejection of such an application due to lack of assets or
- b) the violation of essential terms or conditions of these GT&C or
- c) if the Customer is in default of payment of the remuneration owed for a period of two months.

4.2.2 Early termination

Unless otherwise agreed individually in the contract, RGPE shall grant the client the right to terminate any service, consulting and management contract prematurely if the client so desires. The premature termination shall not affect agreed duties of confidentiality and other post-contractual fiduciary duties.

4.2.2.1 Entitlement to remuneration

The services/contract items of RGPE incurred up to the receipt of an early termination shall be invoiced and paid.

4.2.2.2 Premature termination by contractor

The provisions from section from 4.2.2 ff shall be applied accordingly if RGPE has legally terminated the contract prior to the originally agreed conclusion.

5. Data Protection, Data Security, Confidentiality

5.1 Data protection

RGPE shall be entitled, within the legally permissible framework, in particular in accordance with Section 28 of the German Federal Data Protection Act, to collect, store, process and use personal data of the clients/participants, in particular the participant data or company data requested during registration, exclusively for the purpose of fulfilling the order of the service.

The contractual partners are obliged to process personal data only within the framework of the relevant data protection regulations, in particular in compliance with the security measures to be taken and organizational measures. You shall oblige all partners used by you to carry out the data processing to comply with this regulation.

5.2 Data backup

If the services/tasks assumed by RGPE involve work on or with the client's EDP equipment, the client shall be informed in good time before the start of the relevant activities. The client shall ensure that the recorded data can be reconstructed from

machine-readable data carriers with reasonable effort in case of destruction or falsification.

5.3 Secrecy

Beyond the scope described, RGPE shall not use or pass on personal and internal data of the client beyond the service or the order. In order to protect legitimate interests of the client and the contractor, no reference shall be made to the client, the service, the order or the subject of the order under any circumstances and at any time.

This does not include the obligation to disclose information due to legal regulations and official orders.

The contracting parties undertake to keep secret all information of the other contracting party and its representatives as well as the companies associated with them or having a business relationship with them that becomes known to them during the cooperation. The parties shall ensure that a corresponding duty of confidentiality is agreed with their employees and with the companies commissioned by them. This confidentiality obligation shall apply both during the term of the contract and beyond the term of the contract.

6. Invoicing, Remuneration, Terms of Payment

6.1 Invoicing

In the absence of deviating agreements, RGPE shall be entitled to invoice expenses or fees to the client monthly in arrears, depending on the occurrence.

6.2 Due date

Invoices issued by RGPE in accordance with the contract shall be due for payment immediately - without deductions. (3.5) The invoice shall be sent by e-mail (PDF file) or by mail.

6.3 Default

If the client is in arrears with the settlement of due invoices, RGPE shall be entitled to stop its work on the service or project/order until these claims have been met.

6.3.1 Default interest

In the event of default in payment, interest on arrears shall be charged at a rate of 5% above the respective base interest rate of the European Central Bank. The assertion of a proven higher damage remains unaffected. Interest on arrears shall accrue if the payment deadline is exceeded even without a reminder.

6.3.2 Reminder fee

In the event of default, a processing fee of EUR 5 shall be charged per reminder. If the client does not meet his payment obligations after a reminder with a deadline, RGPE may terminate the contractual relationship without notice.

6.4 Price

The prices stated in the offer plus the applicable value added tax shall be decisive.

6.5 Additional services/expenses

Additional services which are not included in the order confirmation or the offer or price list shall be remunerated separately. This shall apply in particular to additional expenses as a result of the presentation of an explicit requirement, such as expenses incurred through the use of services of third parties, commissioned research, legal examinations as well as services other than those mentioned above in the context of the original order, which are rendered due to a circumstance for which the client is responsible.

The out-of-pocket expenses of RGPE incurred in the course of the performance shall be invoiced against proof.

6.6 Office cost flat rate

RGPE reserves the right to charge a percentage office expense flat rate, if no other cost allocation has been agreed upon. Possible expenses include e.g. costs of documentation (presentation), costs for duplications/copies, printing service commissioning, accruing postage, telephone, fax and online charges, messenger trips/transport costs.

6.7 Travel costs and expenses

Travel costs and expenses for journeys shall be invoiced on a time and material basis or in accordance with receipts. In particular, airline tickets and overnight stays shall be booked and paid for in advance by the client.

6.8 Exceeding of contractual items

Expected overruns of the agreed contract items/order confirmation (service/monetary), the preliminary calculation or the cost estimate by more than 10% shall be notified to the client immediately after the client becomes aware of the increasing circumstance, unless the client has caused this circumstance himself.

Unless otherwise agreed, the claim to remuneration for each individual service shall commence as soon as the service has been rendered.

6.9 Third Party Commission Agreement

RGPE reserves the right to agree with the commissioned third parties (3.2) on commissions customary in the market and to be assumed by the client. Material and third party costs shall be invoiced separately. These include all costs arising from the commissioning of third parties. A distinction shall be made between material and third-party costs as well as additional handling costs and travel expenses.

6.9.1 Third-party costs

Third-party costs incurred in the course of production work shall be charged on - on request, also on presentation of the third-party invoices - with a commission of 10

percent for the services rendered by third parties as well as assumption of the payment service (handling costs).

6.9.2 Other third-party costs

Other third party costs or costs of additional services, e.g. legal advice, etc. shall be charged on - upon request also upon presentation of the third party invoices - as throughput costs against proof. Advance payments by RGPE to third parties shall be invoiced separately to the client plus the handling costs.

6.9.3 Internal and external services

For all internal or external services which exceed an agreed lump sum remuneration, a cost estimate for the respective service to be rendered, which shall be approved by the client, shall be prepared prior to the commencement of work. The cost estimate shall at least contain any individual services to be rendered, expected external services as well as expenses (schedule). Cost estimates and calculations are not binding unless they have been expressly assured in writing. Third-party and ancillary costs shall be remunerated separately against evidence, unless expressly agreed otherwise.

6.10 Feasibility check

In the event of a substantial change in the contractual obligations of the contractor for the purpose of adaptation to the client's interests, the necessary additional expenditure shall be invoiced. This shall also apply to an extensive examination as to whether and under which conditions the change or extension is feasible, insofar as RGPE (or third parties) has pointed out the necessity of this examination.

6.11 Price change

RGPE reserves the right to change the current prices. In the event of a price increase, the client shall be entitled to a right of withdrawal for confirmed orders. The right of withdrawal must be exercised in writing in paper form within 14 days after receipt of the notification of the price increase.

6.12 Deposit

For orders/projects, RGPE usually invoices 50% of the offer sum when the order is placed. The remaining 50% shall be due after acceptance or completion of the services or according to within a separate agreement also part payment oriented.

6.12.1 Crediting against liabilities

Incoming payments shall be set off against older liabilities of the customer. If costs of legal prosecution, such as reminder costs, have already been incurred, RGPE shall be entitled to set off payments of the client first against these costs, then against the interest and finally against the main performance.

6.13 Payment obligation

If the client changes or cancels orders, work or extensive planning prematurely, the client shall reimburse all costs incurred and release RGPE from all liabilities to third parties. The assertion of further claims shall remain unaffected by this.

7. Obstacles to Performance, Delay in Performance, Impossibility of Performance

7.1 Impediments to performance

If the impediments to performance are of a temporary nature, RGPE shall be entitled to postpone the performance of its obligations by the duration of the impediment and by a reasonable start-up period. If, on the other hand, the performance of RGPE becomes permanently impossible due to hindrances within the meaning of Section 8.2, RGPE shall be released from its contractual obligations.

7.2 Delay in performance

RGPE shall only be in default with its services if fixed dates have been agreed for defined completion dates and RGPE is responsible for the delay. RGPE is not responsible, for example, for an unforeseeable cancellation of an artist/trainer, consultant, manager of RGPE intended for the service, project/order, as well as force majeure and other events which were not foreseeable at the time of the conclusion of the contract and which make the agreed service at least temporarily impossible or unreasonably difficult for RGPE. Equal to force majeure are strikes, lockouts and similar circumstances by which RGPE is directly or indirectly affected, insofar as these measures are not unlawful and have not been caused by RGPE.

7.3 Breach of duty

Insofar as breaches of duty within the meaning of Section 280 of the German Civil Code (a.V. as of 01.01.2002) are the responsibility of RGPE, Section 8 shall apply in addition.

7.4 Exclusion services

Legal and tax consultancy services shall not be provided by RGPE. RGPE is prevented by the German Legal Advice Act from providing legal information. The legal protection of the client can only be provided by persons who are authorized to provide legal information according to the German Legal Advice Act. Presentations and examples of RGPE have therefore only recommendatory character without assurance of legal admissibility. The client shall indemnify RGPE against all possible claims of third parties, in particular from copyright and competition law infringements. He shall bear the costs of a counterstatement caused by his communication in accordance with the respective valid tariffs.

7.4.1 Exclusion of examination of legal issues

The examination of legal questions, in particular from the area of copyright, competition and trademark law; International, individual country, EU, federal as well as customs law in international trade in goods are not the task of RGPE.

7.4.2 Liability for passing on information

RGPE shall be liable for passing on information about the client only to the authorized extent and with authorized content within the framework of measures of the contract.

8. Warranty and Liability

8.1 Warranty

RGPE shall provide the client with a warranty for the proper performance of the agreed (service) performances. The timely performance of the contractual services can only be guaranteed insofar as it concerns RGPE's own services and their performance does not also depend on the cooperation of third parties (artists, trainers, lawyers, tax consultants, media agencies as well as consultants other than those mentioned above).

8.2 Compensation for damages

Claims for damages of the client, in particular due to delay, impossibility of performance, positive breach of contract, culpa in contrahendo, defective or incomplete performance, consequential damage or due to tortious acts shall be excluded, insofar as they are not based on intent or gross negligence on the part of RGPE. RGPE shall not be liable for damages that could not be expected to occur within the scope of the contract. Untypical unforeseeable damages are not covered by the liability. In addition, RGPE shall not be liable for indirect damages, consequential damages or loss of profit. This shall not apply to the liability for warranted characteristics and for the violation of essential contractual obligations; in the latter case, the liability shall be limited to the foreseeable damage. However, it is agreed that the liability is limited to a maximum of the agreed fee.

8.3 Exclusions of liability/Limitation of liability

8.3.1 Impediments to execution

If the execution of an order is cancelled for reasons for which RGPE is not responsible, in particular due to failure of technical equipment, force majeure, strike, due to legal regulations, disruptions from the area of responsibility of third parties (e.g. partners, artists, trainers, etc.), or service providers or for comparable reasons, the execution of the order shall be made up for as far as possible. In the event of catching up within a reasonable period of time which is reasonable for the client after the elimination of the disruption, the remuneration claim of RGPE shall remain in force.

8.3.2 Document contents

The client shall be exclusively responsible for the content of documents released by the client. In the case of orders and/or changes placed verbally by telephone or otherwise, RGPE shall not assume any liability for the correctness of the reproduction. RGPE shall not assume any liability for the client's documents provided for processing.

8.3.3 Dispatch of documents

The dispatch of documents shall be at the risk of the client. This shall also apply if the shipment is made within the same location or by employees or vehicles of RGPE. RGPE shall be entitled, but not obliged, to insure deliveries of any kind on behalf and for the account of the client.

8.3.4 Loss of data

The responsibility for loss of data shall be limited by the typical recovery effort. This shall be measured by the damage that would have occurred if reasonable backup measures had been taken (e.g. making backup copies).

8.3.5 Public Opinion

It is agreed between the contractual partners that the RGPE warranty does not extend to the content, the type and the extent of the reaction in the public, to measures of the client's own public relations work or services within the framework of the contractual services and that the achievement of a certain economic success is not guaranteed by RGPE.

8.3.6 Consulting errors

Insofar as any consulting errors are based on the fact that the client has not fulfilled, not completely fulfilled or not fulfilled in time any obligations to cooperate, the liability of RGPE shall be excluded. In the event of a dispute, the client shall provide proof of the complete and timely fulfillment of all cooperation obligations. Furthermore, RGPE shall not assume any liability for any damages of the client which are based on non-observance of the security obligation. No liability shall be assumed for financial losses of the client resulting from the consulting activities.

8.3.7 Guarantee of success

A success of the cooperation resulting from the service, consulting, management cannot be guaranteed by RGPE with regard to the respective task.

8.4 Document destruction

RGPE shall be authorized to destroy documents which have not been reclaimed after a period of 12 months. In case of any loss, RGPE shall only be liable in case of gross negligence.

8.5 Gross negligence

RGPE shall only be liable for damages of the client if and insofar as they have been caused by RGPE intentionally or by gross negligence. The client shall furnish proof in the event of a dispute.

8.6 Limitation

All possible claims for damages against RGPE shall become statute-barred after the expiry of 3 years at the latest. The limitation period shall commence with the recognizability of a damage, at the latest, however, with the completion of the contractual activity.

9. Copyrights, Rights of Use and References

9.1 Copyrights of RGPE

All rights to the preliminary work including preparational work for the performance of the service, such as drafts and conceptions, scripts, solution scenarios as well as the other work results, in particular copyrighted rights of use and ownership, shall remain with RGPE even after the work results have been handed over to the client, unless they have been expressly transferred in writing. Upon payment in full for the duration of the contract, the client shall acquire the right to use in the contractual area for the agreed purpose and to the agreed extent all the work produced by RGPE within the framework of the order, as well as the granting of rights according to German law or the actual circumstances.

Unless otherwise agreed, only the simple right of use shall be transferred in each case. The transfer of the rights of use to third parties shall generally require a separate fee agreement to be made in advance with RGPE.

9.2 Transfer of Client Rights of Use

The client shall transfer to RGPE all copyrights, ancillary copyrights and other rights necessary for the use of the transmitted data, information and materials, in particular the right to duplication, distribution, transmission, broadcasting, extraction from a database and retrieval, in terms of time and content to the extent necessary for the execution of the order. The aforementioned rights shall be transferred in all cases without any territorial restrictions.

9.3 Client's rights of possession

The client warrants that he possesses all rights to the transmitted data and materials necessary for the performance of the service or the order. The client shall indemnify RGPE against all claims of third parties arising from the infringement of claims of third parties or legal provisions during the execution of the order. Furthermore, RGPE shall be indemnified against the costs for the necessary legal defense. The client shall be obliged to support RGPE in good faith with information and documents in the legal defense against third parties.

9.3.1 Joint copyright client

Proposals of the client or other cooperation of the client within the execution of the order shall have no influence on the amount of the remuneration. They shall not constitute a joint copyright. RGPE shall assume when using templates of the client that these are not encumbered with the rights of third parties or that the client has the right of use required for the order.

9.4 Rights of use

If the client wishes to exploit RGPE's work/services in whole or in part beyond the originally agreed purpose or scope or abroad, this shall require a separate fee agreement to be made in advance. The same shall apply if the client wishes to continue to use RGPE's work after the end of the cooperation, unless all rights of use have already been settled.

All concepts (including fitness and show concepts), scripts and solution scenarios are subject to the copyright law. The legal regulations apply even if the required level of creation according to German § 2 UrhG is not reached. The concepts (including fitness and show concepts), scripts and solution scenarios may not be changed, neither in the original nor in the reproduction, without the explicit consent of RGPE. Any imitation - also of parts - is inadmissible.

A violation of this provision shall entitle RGPE to demand a contractual penalty in the amount of twice the agreed remuneration. If no remuneration has been agreed, the usual remuneration shall be deemed to have been agreed.

10. Right of Retention

10.1 Right of retention

RGPE shall have a right of retention until the claims of RGPE have been settled in full. Services rendered, documents handed over shall remain the property of RGPE until full payment of the amount due.

10.2 Final documentation

After completion of the work of RGPE and after settlement of the claims arising from the contract, all documents which were handed over to RGPE on the occasion of the execution of the order shall be handed over upon request. This shall not apply to correspondence between the parties and to simple copies or backup copies or reports, organization charts, drafts and drawings, etc., provided that the Client has received the originals.

10.3 Obligation to retain documents

The obligation to retain documents on the part of RGPE shall expire 6 months after receipt of the written request for collection, irrespective thereof 1 year after termination of the contractual relationship.

11. Applicable Law and Place of Performance

11.1 Applicable law

German law shall apply to these General Terms and Conditions and to the entire legal relationship between the contractual partner and RGPE. German law shall also apply in cross-border transactions to the exclusion of the UN Convention on Contracts for the International Sale of Goods.

11.2 Place of performance

Ingolstadt in Germany shall be agreed as the place of performance for all mutual services arising from the contract. Ingolstadt shall be the place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship. RGPE shall also be entitled to take legal action at the registered office of the contractual partner.

12 Severability Clause

Should individual provisions of these General Terms and Conditions and Terms of use be invalid or void, the validity of the remaining provisions shall not be affected thereby. The parties shall replace the invalid or void provisions with such valid provisions that come as close as possible to the economic purpose intended by the parties. The same applies insofar as the general terms and conditions of use contain an unforeseen loophole. These GT&C shall enter into force with effect from 01.08.2015 and replace all previous ones.

Ingolstadt, 08.04.2023