

General Terms and Conditions for the License of Digital Purchase Order (www.digitalpurchaseorder.com)

LeBog Software GmbH (“Company”) runs an interactive internet and mobile service (“DPO”) which enables [i] licensees and [ii] licensee’s invited users (jointly “User(s)” or “User Groups”) to control the costs and approval mechanisms associated with the production of film, TV, internet and other audio-visual productions (“Service”). Initial access to the Service is limited by time only and will be granted through www.digitalpurchaseorder.com (“Website”). It may thereafter be accessed through other (mobile) devices if indicated as compatible (mobile) devices on the Website and if such compatible (mobile) device is equipped with a defect free and up to date operating system as indicated as compatible operating system on the Website. The compatible (mobile) devices and compatible operating systems are subject to change.

The following General Terms and Conditions apply to the use of DPO. These General Terms and Conditions apply in principle to all DPO Users, i.e. both commercial and non-commercial (private) users. If only some of these users (e.g. consumers or commercial users) are affected, this is expressly indicated below. In the event of doubt, it shall be assumed that the Terms and Conditions below apply to all DPO Users.

1. General

1.1 Scope

DPO facilitates the use of its services on the basis of these General Terms and Conditions (“GTC”). These GTC regulate the relationship between the Company as the operator and every registered User as well as relationships between Users.

Additional terms and conditions (“Additional Terms”) may be agreed with the Users for certain applications; reference is made to these in due time.

1.2 Registration

DPO’s services may only be accessed and used by natural persons aged 18 (eighteen) and over and by liable legal entities. Legal entities must be registered for the Service by a natural person identified by its name with official powers of representation. The registration and use of the Services is subject to the pre-payment and Company’s receipt of a license fee as per Sec. 2.2 below.

User accounts may not be transferred to any other natural person or legal entity. In such an instance a new account must be opened.

User accounts may not be opened using automated processes or false information. New Users must enter the requested data completely and correctly, insofar as the information required is not expressly marked as voluntary.

The use of pseudonyms and imaginary names is not allowed; real names must always be used.

Opening a User account in the name of a natural person who is not the new User or in the name of a legal entity of which the new user is not a legal representative or using a name which violates third-party identity or brand rights is expressly forbidden. Such misuse may lead to the immediate deletion of the User account.

In the event of subsequent amendments to the data given on registration, the User must correct the relevant information in his user account immediately. The Company herewith expressly states and User acknowledges that the correctness of this information will not be checked, or will only be checked randomly.

Access to the data transmitted on registration will be confirmed immediately by sending an e-mail to the e-mail address provided by each User. Registration is only complete when a User confirms it by clicking on the double opt-in link sent to him by e-mail. The user agreement between the Company and the User concerning the use of DPO pursuant to these GTC will only come into effect when this link is confirmed. Users have a right to the conclusion of a user agreement upon payment of the License Fee (see Sec. 2.2 below) and for the License Term (see Sec. 2.2 below) only. The Company reserves the right to delete incomplete registrations.

Users are obliged to keep their passwords secret and to guard them against unauthorized access to their account. Each User is solely responsible for all activities that appear on or through its User account. Users shall immediately inform the initial licensee of any security breach of a User account. The Company shall not be responsible for any loss or damages arising out of the unauthorized use of an account.

1.3 Data Protection

The collection, processing and utilization of the User's personal data is subject to the regulations in the German Federal Data Protection Act (BDSG). Use of DPO's services is subject to the data regulations stipulated in the separate "Data Protection Regulations".

Users are forbidden to collect, process or utilize personal information from other users via DPO insofar as the User affected has not expressly agreed to this use of his data. The use of so-called robots, spiders or other applications for searching and sending queries to DPO to collect information about DPO Users and their behavior is prohibited.

1.4 Account Cancellation

Users expressly acknowledge and agree that for technical purposes Users are not able to delete or cancel their accounts or profiles at any time during the License Term and an account will not be accessible upon expiry of a License Term unless such term is extended by payment of an additional License Fee. Account information will be stored by the Company according the Data Protection Regulations. The Company is entitled to terminate the User agreement and cancel and deleted the accounts of a User Group for failure of non-payment of the required License Fee by giving a five-day notice to the initial licensee. This does not affect the right to terminate the agreement for cause/important ground as such terms are defined by the German courts.

1.5 Cautions, Blocks and Exclusion

Insofar as the Company has substantial grounds to believe that a specific User's use of DPO violates the law, third-party rights and/or these GTC or that a User is otherwise acting against the interests of the Company, other User(s) and/or other third parties, the Company may block or delete certain accounts, warn the User, limit or restrict the use of DPO for individual or for User Groups and/or permanently ban a User from using DPO.

If a User is permanently blocked or excluded from DPO, he is not entitled to have his account restored or access granted to his account and/or the content thereof.

2. Object of Agreement

2.1 The Service: Cost Control and Approval Processing

DPO offers its Users certain tools and applications as to manage the costs and expenditures of audio-visual productions. The Services are licensed for a limited License Terms only. The initial licensee of the Services may invite an unlimited amount of additional Users to his User Group. Each additional User shall be obliged to submit to these GTC.

It is expressly agreed and acknowledged that an e-mail confirmation with the final approved purchase order pdf document attached sent on a specific purchase order shall have a binding effect on the production principals (i.e. producer(s), line producers etc).

The individual features of the Services are subject to change and may be amended by the Company from time to time. The User is not entitled to a certain appearance, interface or the availability of certain DPO features. The Company is consequently entitled to change the appearance of DPO at its discretion and/or if necessary and/or expedient. By licensing the Services the Users expressly acknowledge that advertisements may occur on the interface of the Services and DPO.

2.2 License Term and License Fees

The Services are non-exclusive, non-sublicensable and licensed for one of the specific license terms and for the respective licenses fees stated on the Website.

A license agreement to use the Services for the indicated term shall be concluded via a so-called button solution in the application. The License Fee includes statutory value added tax in each case as applicable. The Services will cease to be available to any and all Users of a Users' Group upon expiry of the License Terms or upon termination of the license agreement by the Company.

2.3 Utilisation Entitlement

The User's entitlement to utilize DPO is limited by the technology used by the Company from time to time. In this context, it may be necessary to temporarily restrict individual features or DPO's entire range of services. The User's legitimate interests will be taken into account in such situations: Users will receive due notice of necessary maintenance work, insofar as this is foreseeable in advance and/or the Company deems it necessary, and maintenance work will be performed outside peak times where possible.

Users are advised to make use of the printing options included in the Service.

2.4 Disruption by Users

Disruptive interference with DPO's services is forbidden. In particular, users are forbidden to implement measures which could lead to excessive strain on DPO's services (for example server attacks, automated search queries etc.) or cause an unacceptable nuisance to other users (for example chain letters, spam, stalking etc.).

3. Right of Withdrawal

The terms governing withdrawal rights stipulated below apply to DPO Users qualifying as consumers as per § 13 of the German Civil Code (BGB) ("Consumers") only. According to this clause, a consumer is deemed to be any natural person who enters into a legal transaction for a purpose that is outside his trade, business or profession.

Right of Withdrawal: You may withdraw from the contract within 14 days following the beginning of the License Term without giving a reason, provided you notify the Company thereof in writing (e.g. letter, fax, e-mail). The punctual dispatch of your withdrawal notice is sufficient for compliance with the deadline. The withdrawal notice must be sent to:

LeBog Software GmbH, Bogdan Tomassini-Buechner, Laurence Sargent
Lützowufer 12, 10785 Berlin, Germany,

E-Mail: info@digitalpurchaseorder.com

Consequences of Withdrawal: In the event of a rightful and effective withdrawal from the contract, the Services and benefits advanced by each party shall be returned coupled with interest thereon. If you are unable to return the Service and benefits (e.g. advantages of use) received, you must compensate the Company for the value lost. The "examination of properties and functions" is deemed to comprise the trial and testing of the item in question as would be possible and customary in a shop. Obligations to reimburse payments must be fulfilled within 30 days. For you, this deadline begins when you send your withdrawal notice, for us when we receive it.

Special note pursuant to § 312 d par. 4 of the German Civil Code (BGB), this right of withdrawal does not apply

- to distance sales contracts
- for the supply of goods manufactured according to customer specifications or which are clearly tailored to the customer's personal needs, or to goods whose nature renders them unsuitable for return,
- for the supply of audio or video recordings or software if the consumer has broken the seal on the data carrier supplied
- for the delivery of newspapers, magazines and journals unless the consumer has given his

consent by telephone,

- for the provision of telecommunication-supported services rendered directly by telephone in a one-off transaction initiated by the consumer, insofar as the services in question are not financial services.

The “delivery” of goods and services provided by DPO begins on confirming the respective content download procedure and ends no later than the time at which the download finishes. End of notice concerning withdrawal rights

4. Limitation of Liability

4.1 Limitation of Liability: Grounds

It is expressly agreed that the Company’s liability shall be limited to intentional or grossly neglectful breach of obligation, by malice or by failing to fulfill so-called cardinal obligations only. Any further liability on the Company’s part is herewith excluded to the extent admissible by law. The Company does not warrant against interference with Users’ enjoyment of the Services, that the functions contained in the Services will meet Users’ requirements, that the operation of the Services will be uninterrupted or error-free, or that defects in the Services will be corrected.

4.2 Limitation of Liability: Amount

DPO’s liability shall be limited to the direct, predictable damage typical for this type of contract. No liability is accepted for lost profits or so called consequential damages. In each instance the Company’s liability shall be capped vis-à-vis each User Group to the License Fee paid by this User Group on a case by case basis.

4.3 Monitoring DPO’s Services

DPO’s services are rendered with the greatest possible care. However, the Company accepts no guarantee for the correctness, completeness and current standing of the Services provided.

The Services are provided “as is” and “as available”, i.e. with any existing or future errors.

5. Final Clauses

5.1 Amendment Rights

The DPO company reserves the right to amend the regulations of these GTC at any time and without giving a reason provided the following regulations are complied with.

5.2 Amendments to Subject of Contract

Any amendment to the description of the subject of the contract given in section 2 of these GTC is expressly excluded from this amendment right. The user will consequently be notified of any changes to and/or deviations from the services specified and offered the opportunity to continue the contractual relationship under the new terms and conditions if the changes and/or deviations could affect his interests.

5.3 Right of Objection

The user shall be notified of any other amendments not encompassed by clause 5.2 by e-mail before they come into force. If the user does not object to the application of the new GTC within five days of receiving notification of the amendment, the amended GTC shall be deemed to have been accepted.

The Company shall undertake to provide separate information concerning the significance of the five-day deadline in the e-mail informing the user of the amended conditions; in particular, it shall refer to the fact that the amended GTC shall be deemed to have been accepted by the user if he does not lodge an objection within the five days following the receipt of the e-mail referring to the new GTC.

If the user objects to the application of the new GTC within this deadline, the Company reserves the right to ordinarily terminate the contract with the User at the end of the month by giving ten days' notice.

5.4 Auxiliaries and other Third Parties

The Company may employ third parties for the purpose of fulfilling the contract. Third parties may take over the Company's rights and obligations pursuant to this contract in part or in full.

5.5 Individual Agreements

Individual terms which supplement or deviate from these GTC are only valid in text or written form. The same applies to any waiver of this clause.

5.6 Severability Clause

Should any of the terms and conditions in these GTC be or become invalid, this will not affect the validity of the GTC in general. The invalid or impracticable term shall be replaced by a valid, practicable term serving the commercial purpose of the invalid or impracticable term as closely as possible. The same shall apply to any loopholes.

5.7 Applicable Law

These GTC and the contractual relationship between the Company and the User(s) are governed solely by the law of the Federal Republic of Germany – excluding the UN Convention on the International Sale of Goods. However, this choice of law shall only apply to consumers insofar as the protection granted by the compulsory legislation in the country in which the consumer has his permanent residence is not affected.

5.8 Place of Jurisdiction and Place of Fulfillment

The place of jurisdiction and the place of fulfillment is the headquarters of the Company unless the applicable law stipulates another venue.

5.9 Provider

DPO's Services are provided by:

LeBog Software GmbH, Lützowufer 12, 10785 Berlin, Germany

Telephone: +49 30 555 72 59 50 Email: info@digitalprurchaseorder.com

Internet: www.digitalpurchaseorder.com

Managing Directors: Bogdan Tomassini-Buechner, Laurence Sargent (address as above)

Register Number: HRB 16 77 71

Register Court: Berlin Charlottenburg

6. Contracts with Sargent-Disc Ltd.

All users of Digital Purchase Order (www.digitalpurchaseorder.com) contracted via Sargent-Disc Ltd are bound by the Terms of Use (<http://www.sargent-disc.com/dpo-terms-of-use>) and Privacy Policy (<http://www.sargent-disc.com/software-privacy-policy>). The Terms of Use of Sargent Disc Ltd. are also attached to this document.

7. Status

These GTC are dated 08.12.2016. Version 1.4

DPO – Terms of Use

DPO – Terms of Use for Contracts with Sargent-Disc Ltd.

1. Introduction

- 1.1 These terms of use (**Terms**) are an agreement between you and Sargent-Disc Ltd (**we, us** or **our**). These Terms set out the basis on which you may use Digital Purchase Order (**Software**).
- 1.2 We reserve the right to make changes to these Terms from time to time. Any such changes will be notified to you the next time you access the Software following the relevant changes.

2. Access to Software

- 2.1 In consideration of you agreeing to abide by these Terms, we hereby grant you a non-exclusive, non-transferable, revocable licence to use the Software (as may be updated by us from time to time) for the Permitted Use (as defined below) in accordance with these Terms.
- 2.2 The **Permitted Use** means use of the Software to submit and approve purchase orders, manage costs and expenditures and track payments.
- 2.3 The **Permitted Use** means:
 - (a) for administrators, use of the Software to set up projects, invite users to projects, submit and approve purchase orders, set up supplier details, manage costs and expenditures and track payments; and
 - (b) for all other users, use of the Software to submit and approve purchase orders, set up supplier details, manage costs and expenditures and track payments.
- 2.4 We will provide you with log-in credentials for the Software as authorised by your employer or the entity that has contracted with you for your services (**Contracting Entity**). You must keep your log-in credentials confidential and immediately inform us and your Contracting Entity if your log-in credentials are lost or stolen or if you believe that an unauthorised third party has knowledge of your log-in credentials. You are responsible for any use of the Software associated with your log-in credentials.
- 2.5 Once you have been provided with your log-in credentials, you are responsible for making all arrangements necessary for you to have access to the Software.

3. Restrictions

- 3.1 You shall not:
 - (a) use the Software other than for the Permitted Use;
 - (b) copy the Software;
 - (c) rent, lease, sub-license, loan, translate, merge, adapt, vary, alter or modify, the whole or any part of the Software nor permit the Software or any part of it to be combined with, or become incorporated in, any other software;
 - (d) disassemble, de-compile, reverse engineer or create derivative works based on the whole or any part of the Software nor attempt to do any such things;
 - (e) knowingly introduce viruses, trojans, worms, logic bombs, bots, keyloggers, rootkits, spyware, malware or any other material which is malicious, has a deleterious effect, is

technologically harmful or is otherwise designed to provide you or any third party with unauthorised access to the Software, our servers or any other third party's server, device or information;

- (f) attempt to gain unauthorised access to the Software, any server, device or information; or
- (g) provide, or otherwise make available, the Software in any form, in whole or in part (including without limitation, in object code or source code form) to any person without prior written consent from us.

3.2 When using the Software, you shall comply with all applicable, laws, rules and regulations.

4. **Payment**

4.1 The Software and the services, content and materials made available through it are currently made available to you without additional charge to you. We reserve the right to charge you for access to the Software or any of the services, content or materials made available through it in future. If we decide to charge you for access to this Software or any of the services, content or materials available through it, we will give you reasonable notice of any such charges before implementing them.

5. **Intellectual property rights**

5.1 Excluding Your Content (as defined below), we and our licensors are, as between you and us, the owner of all intellectual property rights in the Software and in any services, content and materials that are made available through it.

5.2 Apart from the licence granted by these Terms, you are not granted any right, title or interest in or to the Software.

5.3 You may print off, and copy extracts of, any of the content or materials that you may access through your use of the Software in accordance with these Terms, provided that this is solely for your use of the content or materials in a business capacity relevant to the purchase order, costs or payments to which they relate and always with the authority of your Contracting Entity. You may not:

- (a) reproduce or include any such content or material in any other commercial work or publication in any medium;
- (b) modify or alter any such content or material in any way;
- (c) distribute or sell (or make any offer to distribute or sell) any such content or material to any third party; or
- (d) remove any copyright, trade mark or other proprietary notices contained in any such content or material.

6. **Uploading information**

6.1 The Software includes functionality that enables you to upload content to be used as part of the Software (**Your Content**).

- 6.2 You warrant and represent that Your Content:
- (a) is true and accurate;
 - (b) may be disclosed to those who may access it through the Software;
 - (c) is not defamatory, infringing, pornographic, obscene, offensive, racist, indecent, threatening, harassing or otherwise unlawful or objectionable;
 - (d) is uploaded with the permission of the owner or any other relevant person who may have rights in or connected to the content you are uploading;
 - (e) will not infringe any third party's rights of privacy or publicity or breach any applicable data protection or privacy legislation; and
 - (f) will not, by uploading it to be used as part of the Software, infringe the intellectual property rights or any other rights of another person.

6.3 You agree that we shall have the perpetual, royalty-free and worldwide right to copy, store, distribute, adapt and use Your Content for any purpose in connection with the operation of the Software or any of the services, content or materials made available through it.

7. **Data protection and privacy**

7.1 Any personal information that we collect from you as you use the Software will be used in accordance with our privacy policy <http://www.sargent-disc.com/software-privacy-policy>

7.2 By accepting these Terms, you also consent to our use of your personal information in accordance with our privacy policy.

8. **Disclaimers**

8.1 Except as expressly provided in these Terms, the Software and any services, content and materials made available through it are provided on an "as is" basis. We do not make any representation or warranty of any kind, either express or implied (whether by common law, custom, statute or otherwise) in relation to the Software or any services, content or materials made available through it including, without limitation, any warranties in relation to fitness for a particular purpose or in relation to quality, completeness, accuracy, reliability or non-infringement.

8.2 We make no representations, warranties or guarantees, whether express or implied, that information made available through the Software is accurate, complete or up-to-date.

8.3 We do not guarantee that the Software will always be available, be uninterrupted, secure or free from bugs or viruses, nor that the Software or any services or content provided through it will be free from errors or omissions.

9. **Limitation of liability**

9.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, for fraud or fraudulent misrepresentation, or any other liability that cannot be excluded, disclaimed or limited by applicable law.

9.2 Subject to paragraph 9.1 above, we exclude all conditions, warranties, representations or other terms that may apply to the Software or any of the services, content or materials available through it, whether express or implied.

9.3 Subject to paragraph 9.1 above, we will not be liable to you or any other user of the Software for any indirect, special or punitive loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the use of, or inability to use, the Software or any of the services, content or materials available through it. In addition, we will not be liable to you or any other user of the Software for any direct loss of profit, data, reputation or goodwill, opportunity or anticipated savings.

10. **Termination**

10.1 Your licence to use the Software will automatically terminate if you are in breach of any of these Terms. We may suspend your licence to use the Software while we investigate any suspected or alleged breach of these Terms by you.

10.2 We may suspend or terminate your licence to use the Software:

- (a) upon the instruction of your Contracting Entity;
- (b) if your Contracting Entity is in breach of its agreement with us; or
- (c) or if the agreement between us and your Contracting Entity terminates or expires.

10.3 Termination of your licence shall not affect any rights, remedies, obligations or liabilities of either us or you that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Terms which existed at or before the date of termination.

11. **General**

11.1 No one other than us or you shall have any right to enforce any of these Terms.

11.2 You may not assign, transfer, mortgage, charge, sub-contract, declare a trust over or deal in any other manner with any of your rights and obligations under these Terms.

11.3 A waiver of any right or remedy under these Terms or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by either us or you to exercise any right or remedy provided under these Terms or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under these Terms or by law shall prevent or restrict the further exercise of that or any other right or remedy. If either we or you waive a right or remedy provided under these Terms or by law in relation to the other, or take or fail to take any action against the other, that party does not affect its rights in relation to any other party.

11.4 If any provision or part-provision of these Terms is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this paragraph shall not affect the validity and enforceability of the rest of these Terms.

- 11.5 These Terms constitute the entire agreement between us and you and supersede and extinguish all previous agreements, promises, assurances, warranties, representations and understandings between us and you, whether written or oral, relating to their subject matter. Neither us nor you shall have any remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms. We and you agree that neither of us or you shall have any claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in these Terms.
- 11.6 These Terms and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales. We and you irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Terms or their subject matter or formation.