

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 in combination with approval mechanisms, including budget control, catalog management, supplier management, receiving and invoice tracking. (“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.

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

Use of DPO's services is subject to the data regulations stipulated in the separate "Privacy Policy".

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 and service purposes user names and user activities in the system may only be deleted for good cause, even if the user account is deleted. 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.).

2.5 Third Party Application and Software

DPO's services are designed as a closed system but does provide for inbound and outbound data exchange via its integrated application program interface (api). However Company does not warrant or guarantee any compatibility of the DPO's services with third party applications, software or databases (jointly "Third Party Applications"). Users are herewith expressly advised that any connection and/or interaction of the DPO with Third Party Applications may have a material adverse effect on the functionality of the DPO and/or the Third Party Application which may lead to amongst others damages, including but not limited to loss of data. Any use of Third Party Applications with the DPO will be at User's sole risk.

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.

It is expressly agreed that Company shall not be liable for any incompatibility of the DPO with Third Party Applications nor the in- and out-bound use of the DPO's api nor any and all potential loss of data caused thereby.

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@digitalpurchaseorder.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 21.05.2018. Version 1.7. Company may change these GTC from time to time and will send active Users an updated version via e-mail.