

GENERAL TERMS AND CONDITIONS (GTC)

1. Scope of Application and General Provisions

- 1.1 The following general terms and conditions apply to all business relationships, in particular contracts, services and deliveries, entered into by Gegenschuss Doberenz, Enders & Grund eGmbH (hereinafter referred to as "GEGENSCHUSS") with its clients (hereinafter referred to as "Customers").
- 1.2 These GTC apply exclusively. Any terms and conditions of the Customer are hereby expressly rejected. They shall not become part of the contractual relationship even if GEGENSCHUSS renders services with knowledge of such terms and without express reservation. Deviations from these GTC are only effective if confirmed by GEGENSCHUSS in writing. Where individual contractual arrangements are made between the Customer and GEGENSCHUSS, these shall take precedence over the GTC.
- 1.3 If GEGENSCHUSS produces a film production for the Customer, the negotiated calculation and the screenplay, in the version provided before the start of shooting or approved by the Customer, form part of the contract.

2. Services of GEGENSCHUSS

- 2.1 The scope of the services to be rendered by GEGENSCHUSS, and in particular the deliverables, is determined solely by the contract concluded with the Customer. Where the Customer has not provided specific requirements, GEGENSCHUSS has creative freedom in carrying out the assignment.
- 2.2 Unless otherwise agreed in the contract between the parties, the service of screenplay development and the service of post-production each include, insofar as these services form part of the contract, (only) one round of revisions.
- 2.3 Deliverables (in particular the master copy of a film production) shall be handed over in the format specified in the contract or, where no format has been specified, in a common electronic format.

Unless otherwise agreed in the contract with the Customer, delivery is made by providing a download link. The Customer is obliged to retrieve the deliverable within 2 days of the link being made available.

Deliverables do not, as a matter of principle, have to be provided in a form that allows the deliverables to be edited.

- 2.4 Unless otherwise agreed in the contract, GEGENSCHUSS is only obliged to hand over the deliverable, in the case of a film production specifically the master copy. Work underlying the deliverable (such as project files, concepts, screenplays, raw footage, etc.) remains with, and is the property of, GEGENSCHUSS. The Customer has no claim to its release.
- 2.5 GEGENSCHUSS is not obliged to produce and/or archive copies of deliverables or of the work underlying them. Rather, the risk of loss of or damage to deliverables passes in full to the Customer upon their acceptance. It is solely the Customer's responsibility to create and keep backup copies of the deliverables.
- 2.6 GEGENSCHUSS is not obliged to render its services in person. Rather, GEGENSCHUSS is entitled to engage third parties, in particular freelancers or other subcontractors, to render the services owed to the Customer and to have such services performed by subcontractors.

3. Remuneration and Invoicing

3.1 The Customer is obliged to pay the remuneration agreed between the parties.

The agreed remuneration is, however, subject to the proviso that the services of GEGENSCHUSS remain unchanged. If, after conclusion of the contract, the effort required for items recorded in a calculation changes materially, the parties will agree on an adjustment of the remuneration. A change is material if the total agreed remuneration would increase by more than 10 % as a result of the changes. If no agreement is reached, GEGENSCHUSS is entitled to withdraw from the contract. If GEGENSCHUSS notifies the Customer in text form of an increase in the remuneration of up to 10 % and the Customer does not object within 14 days of receipt of the notification, the adjustment is deemed accepted by the Customer; in the notification, GEGENSCHUSS will specifically advise the Customer of this consequence of its silence.

3.2 The remuneration of GEGENSCHUSS is exclusive of statutory value added tax.

3.3 The granting of discounts or cash discounts requires a separate written agreement.

3.4 The agreed remuneration covers only the contractually agreed services (including any rights to be granted). Unless otherwise agreed, the remuneration does not include, in particular, shipping costs, packaging costs, transport costs, transport insurance, or the costs of physical media (in particular storage media such as hard drives) on which work results are provided to the Customer. Such costs will be invoiced to the Customer separately by GEGENSCHUSS and must be paid in full by the Customer within 14 days of invoicing. The same applies to any travel and accommodation costs incurred in the course of carrying out the assignment.

3.5 Subsequent changes or extensions, such as changes to the approved screenplay, the shooting concept, or the essential parameters of the production or the services, require a separate agreement and entitle GEGENSCHUSS to invoice the additional effort required. This also applies to the effort involved in examining whether, and under what conditions, changes or extensions requested by the Customer are feasible.

3.6 The Customer remains obliged to pay the remuneration even if the Customer does not in fact make use of or exploit the contractually agreed services and the rights granted.

4. Due Dates

4.1 Unless otherwise agreed between the parties, GEGENSCHUSS is entitled to invoice up to 50% of the remuneration upon conclusion of the contract. The remaining remuneration is due upon performance of the services, in the case of film productions accordingly upon acceptance of the master copy.

4.2 All invoices are due upon issue without deduction.

4.3 If a material deterioration in the Customer's financial circumstances becomes known, or if the Customer defaults on payment, GEGENSCHUSS is entitled to demand immediate payment of all outstanding invoices, including those not yet due. GEGENSCHUSS is likewise entitled to suspend ongoing assignments for the Customer for the duration of the payment default.

5. Deadlines & Postponement of Shooting

5.1 Dates and deadlines are only binding on GEGENSCHUSS if they have been confirmed in writing by GEGENSCHUSS in the individual case.

Compliance with agreed dates and deadlines may require the timely and proper fulfilment of the Customer's duties to cooperate. Where the Customer's cooperation is required for compliance with dates and deadlines, the respective dates and deadlines are extended by the period during which the Customer fails to properly fulfil its duties to cooperate.

The same applies where services of GEGENSCHUSS cannot be rendered in a manner that allows dates and deadlines to be met due to force majeure (e.g. illness of key participants such as the director or performers, bad weather, etc.).

- 5.2 If dates and deadlines cannot be met due to circumstances for which GEGENSCHUSS is not responsible (e.g. force majeure, postponement requests by the Customer, insufficient cooperation by the Customer), the Customer is obliged to reimburse GEGENSCHUSS for the additional costs incurred as a result.

The same applies if shooting scheduled by GEGENSCHUSS has to be postponed due to circumstances for which GEGENSCHUSS is not responsible.

- 5.3 If the Customer commissions changes or extensions to the services that are more than minor, GEGENSCHUSS is no longer bound by the originally agreed dates and deadlines.
- 5.4 In the event of default by GEGENSCHUSS, the Customer is only entitled to exercise its statutory rights after setting a reasonable grace period.

6. Acceptance

- 6.1 Where deliverables are owed, the following applies: deliverables, in particular the master copy, require acceptance by the Customer. Acceptance may not be refused contrary to good faith and/or on creative or artistic grounds.
- 6.2 Intermediate stages of deliverables (e.g. screenplays) require acceptance only if this has been expressly agreed in the contract.

Irrespective of this, GEGENSCHUSS is entitled to submit essential intermediate stages of the deliverables (e.g. screenplays, rough cuts) to the Customer for approval, even where these do not require acceptance.

- 6.3 The Customer must examine deliverables and intermediate stages submitted for acceptance or approval without undue delay after their handover or submission. Here too, handover or submission is made by providing a download link, unless otherwise agreed in the contract.

If the Customer refuses acceptance or approval in the absence of GEGENSCHUSS, this must be done in writing, setting out the reasons. The reasons must be set out in a manner sufficiently specific and comprehensible to enable GEGENSCHUSS to remedy the issues.

If the Customer refuses acceptance or approval in the presence of GEGENSCHUSS, this must be recorded in minutes in which the reasons for the refusal are set out in a manner sufficiently specific and comprehensible to enable GEGENSCHUSS to remedy the issues.

Deliverables and intermediate results are deemed accepted or approved if the Customer does not issue a refusal in the form described above within 7 days of handover or submission, provided GEGENSCHUSS has advised the Customer of this consequence upon handover or submission. By way of exception, a period of 10 days applies to master copies. Deliverables are furthermore deemed accepted once the Customer puts them to use.

7. Liability

- 7.1 The exploitation of the services and deliverables (in particular film productions) of GEGENSCHUSS by the Customer is, as a matter of principle, at the Customer's own risk. Liability under clause 7.2 remains unaffected.
- 7.2 GEGENSCHUSS is liable without limitation for damage to life, body and health resulting from a negligent or intentional breach of duty by its legal representatives or vicarious agents, for damage covered by liability under the German Product Liability Act (Produkthaftungsgesetz), and for all damage resulting from intentional or grossly negligent breaches of contract as well as fraudulent intent on the part of its legal representatives or vicarious agents. Where GEGENSCHUSS has given guarantees as to quality and/or durability, GEGENSCHUSS is also liable within the scope of such guarantees. For damage resulting from the absence of the guaranteed quality or durability but not occurring directly to the deliverable itself, GEGENSCHUSS is only liable if the risk of such damage is evidently covered by the quality and durability guarantee.

GEGENSCHUSS is also liable for damage caused by simple negligence, insofar as the negligence concerns the breach of contractual obligations whose fulfilment is of particular importance for achieving the purpose of the contract (cardinal obligations). However, GEGENSCHUSS is only liable to the extent that the damage is typically associated with the contract and foreseeable. GEGENSCHUSS is otherwise not liable for simple negligent breaches of ancillary obligations that are not essential to the contract. The foregoing limitations of liability also apply insofar as the liability of legal representatives, executive employees and other vicarious agents is concerned.

- 7.3 Any further liability is excluded, irrespective of the legal nature of the claim asserted. Insofar as liability is excluded or limited, this also applies to the personal liability of the employees, workers, staff, representatives and vicarious agents of GEGENSCHUSS.
- 7.4 GEGENSCHUSS retains the right to raise the defence of contributory negligence. In particular, GEGENSCHUSS is not liable if the occurrence of the damage could have been avoided by the Customer fulfilling its duties to cooperate.
- 7.5 GEGENSCHUSS is not obliged to examine deliverables for their permissibility under competition law. Corresponding liability is therefore excluded as a matter of principle.
- 7.6 GEGENSCHUSS is not liable for infringements of third-party rights or of laws where the infringement is based on directions, specifications or instructions of the Customer or on materials and information provided by the Customer. Rather, the Customer shall indemnify GEGENSCHUSS on first demand against all resulting third-party claims, including the costs of legal defence.

8. Guarantees of the Customer

- 8.1 Where the Customer provides GEGENSCHUSS with materials and information for the performance of the services, the Customer guarantees that these are not encumbered with third-party rights and that GEGENSCHUSS may freely use the materials and information to render the contractual services. The Customer hereby grants GEGENSCHUSS all rights of use in the information and materials required for this purpose. The same applies where the Customer provides GEGENSCHUSS with persons (in particular actors and models).

The Customer further guarantees that all information provided by the Customer and all statements made to GEGENSCHUSS are correct and complete. The Customer finally

guarantees that all information, materials and statements provided to GEGENSCHUSS, as well as their contractual use by GEGENSCHUSS, do not violate statutory provisions.

The Customer shall indemnify GEGENSCHUSS on first demand against all third-party claims that are incompatible with the aforementioned guarantees and the aforementioned grant of rights. This also includes the costs of legal defence.

- 8.2 GEGENSCHUSS is not obliged to examine the materials and information provided by the Customer, or the statements made by the Customer, for their correctness, completeness or permissibility of use.

9. Set-Off & Right of Retention

- 9.1 The Customer is only entitled to set-off if its counterclaims have been established by final and binding court decision, are undisputed, or have been acknowledged by GEGENSCHUSS.
- 9.2 The Customer is only entitled to exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

10. Materials of the Customer

- 10.1 The Customer acknowledges and agrees that materials handed over by the Customer are not insured by GEGENSCHUSS, in particular not against theft, fire or water. It is the Customer's responsibility to arrange adequate insurance cover in this respect. This applies in particular to original tapes and other source material whose loss, destruction or damage can only be compensated at disproportionately high expense.
- 10.2 Unless otherwise specified in the contract with the Customer, the Customer must provide GEGENSCHUSS with materials (in particular film and photographic materials) in a common (data) format.

11. Credit Obligation and Reference Advertising

- 11.1 GEGENSCHUSS is entitled to incorporate its name and logo into the deliverables in a manner customary in the industry. The Customer is obliged to retain this, and all protective notices such as copyright notices, unchanged.
- 11.2 GEGENSCHUSS is entitled to name the Customer as its client and/or, after publication of the deliverable by the Customer, to cite the work for the Customer as a reference, in particular to present excerpts of the deliverable in showreels and on the GEGENSCHUSS website and/or to disclose the business relationship with the Customer.

12. Confidentiality

- 12.1 The Customer shall treat as confidential, for an indefinite period, those items of information that it receives from GEGENSCHUSS designated as confidential (orally or in writing) or whose confidential nature is evident from the nature of the information, as well as the content of the agreement between the parties (hereinafter "confidential information"). Disclosure of confidential information to third parties is only permitted with the prior written consent of GEGENSCHUSS, unless the information is generally known, there is a legal obligation to disclose it, or the disclosure is made in pursuit of legitimate interests (for example vis-à-vis authorities or in the context of court proceedings).

The Customer is obliged, subject to a reasonable contractual penalty to be determined by GEGENSCHUSS for each case of infringement, which in the event of a dispute may be reviewed by the competent court, to refrain from disclosing confidential information to third parties contrary to the foregoing provision. This does not apply to confidential information that was demonstrably generally known or freely accessible to the Customer prior to the time of disclosure, or that becomes so after disclosure without a breach of the foregoing confidentiality obligation.

- 12.2 Furthermore, the contracting parties undertake to protect each other's reputation and not to do or omit anything that could cause the other party damage of an immaterial or material nature.

13. Rights of Use and Ownership

- 13.1 GEGENSCHUSS grants the Customer only the rights of use and ownership designated in the contract. The granting of any rights beyond this requires separate agreements and may be made conditional by GEGENSCHUSS on the payment of separate remuneration.

The Customer, who hereby accepts the grant of rights, acquires the rights only upon full payment of the contractual remuneration.

- 13.2 The grant of rights is always limited to the deliverable that is the subject of the contract, in the case of film productions accordingly the master copy.

Rights in drafts, sketches, concepts, screenplays, raw footage, etc. remain with GEGENSCHUSS.

For the avoidance of doubt, it is further recorded in this context that GEGENSCHUSS is **not** obliged to hand over or disclose open data, source codes, master data, templates, raw footage, samples, layouts or graphics (hereinafter referred to as "open data") to the Customer. If this is desired, a separate agreement and remuneration are required. In all other respects, the Customer's claim is limited to the specific and accepted deliverable. This also applies where the open data is based on open data provided to GEGENSCHUSS by the Customer for the performance of the contractual services.

- 13.3 The deliverables may only be exploited by the Customer within the scope defined by the contractual grant of rights. Unless otherwise agreed in the contract, GEGENSCHUSS expressly grants the Customer only simple (non-exclusive) rights of use and **no** right to edit or modify the deliverables.
- 13.4 The Customer is not entitled to transfer the rights granted to it to third parties unless GEGENSCHUSS has expressly consented thereto.
- 13.5 For the purpose of evidencing the services rendered, GEGENSCHUSS is in any case entitled, but not obliged, to make and keep copies of the deliverables.

14. Use of Artificial Intelligence

- 14.1 GEGENSCHUSS is entitled to use generative artificial intelligence tools (in particular for the generation and editing of image, video, audio and text content) in rendering its services, unless otherwise agreed in the contract. Upon request, GEGENSCHUSS will inform the Customer about the nature and extent of the use of such tools in the respective project.
- 14.2 The Customer acknowledges that content generated exclusively or predominantly by means of artificial intelligence may, under current law, enjoy no or only limited copyright

protection. In this respect, the grant of rights under clause 13 is made to the extent of the rights actually held by GEGENSCHUSS in the respective content.

- 14.3 Where deliverables contain AI-generated or AI-manipulated content that is subject to transparency or labelling obligations (in particular under Art. 50 of Regulation (EU) 2024/1689 on artificial intelligence), GEGENSCHUSS will inform the Customer upon handover whether and which components of the deliverables are AI-generated or AI-manipulated and will, where required by law, provide the deliverables with machine-readable markings. Compliance with the transparency and labelling obligations applicable to the publication and exploitation of the deliverables is otherwise the responsibility of the Customer. The Customer must not remove or impair any markings applied and shall indemnify GEGENSCHUSS on first demand against all third-party claims based on a breach of these obligations by the Customer.

15. Contract Term

Contracts commence upon their conclusion and end upon the complete fulfilment of the mutual performance obligations. The right of ordinary termination is excluded; the Customer's right to freely terminate a contract for work under Section 648 of the German Civil Code (BGB) and both parties' right to terminate for good cause remain unaffected. If the Customer terminates under Section 648 BGB, GEGENSCHUSS is entitled to the agreed remuneration; however, GEGENSCHUSS must allow to be credited what it saves in expenses as a result of the cancellation of the contract or acquires, or wilfully fails to acquire, through other use of its labour. It is presumed that GEGENSCHUSS is thereby entitled to 5 % of the agreed remuneration attributable to the part of the services not yet performed.

16. Data Protection

The Customer and GEGENSCHUSS shall use the personal data provided to them by the respective other party in the context of contracts and their performance (for example names, e-mail addresses and telephone numbers of contact persons) exclusively for the purposes of performing the respective contract, and shall subsequently delete such data unless statutory or regulatory retention periods apply or further authorisations to process the data pursuant to Art. 6 GDPR exist.

Should the Customer or GEGENSCHUSS process personal data on behalf of the respective other party, the Customer and GEGENSCHUSS will first conclude a corresponding data processing agreement within the meaning of Art. 28 GDPR.

17. Final Provisions

- 17.1 Should individual provisions of the contract concluded between GEGENSCHUSS and the Customer (including these GTC) be or become invalid, the validity of the remaining provisions shall remain unaffected. Invalid provisions shall be replaced by mutual agreement with provisions suited to achieving the intended economic purpose, taking into account the interests of both parties.
- 17.2 Amendments or additions to the contract concluded between GEGENSCHUSS and the Customer (including these GTC) must be made in writing. The same applies to any waiver of this written form requirement.
- 17.3 The contract concluded between GEGENSCHUSS and the Customer (including these GTC) is governed by the law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). If the Customer is a merchant (Kaufmann), the place of performance is Cologne.

- 17.4 If the Customer is a merchant (Kaufmann), a legal entity under public law or a special fund under public law, Cologne is the place of jurisdiction for all disputes arising out of or in connection with the contract concluded between GEGENSCHUSS and the Customer (including these GTC). GEGENSCHUSS is, however, also entitled to assert its rights before any other competent court.