

General Business Conditions (GBC) of *Bat entertains! – Tanja Weerts*

Valid as from March 2008

The present translation is furnished for the customer's convenience only. The original German text of the General Business Conditions is binding in all respects. In the event of any divergence between the English and the German texts, constructions, meanings, or interpretations, the German text, construction, meaning, or interpretation shall govern exclusively.

§ 1 Scope

Bat entertains! – Tanja Weerts performs services and provides goods (for *clients*) and purchases services and goods (from *suppliers*) exclusively on the basis of the following business conditions. The scope of the GBC also covers all future contracts. Any deviation from these conditions or any additional agreements require to be made in writing. Deviations in the GBC of contracting partners are not considered to be part of the contract.

§ 2 Co-operation

Bat entertains! – Tanja Weerts assures close co-operation. The agency endeavours to work in the interests of the *client*. The *client* is liable therefore to supply *Bat entertains! – Tanja Weerts* punctually with all necessary information, data, and documentation. Upon receipt of the supplied services, and at latest before any additional processing, the *client* is obliged to check for any deficiencies and notify *Bat entertains! – Tanja Weerts* without delay thereof. In the case of the check not being made or the informing of a deficiency not taking place without delay, then the service will be considered as accepted. In the case of a deficiency the agency is entitled to repair the deficiency twice within an appropriate period of time.

§ 3 Third Parties

Bat entertains! – Tanja Weerts reserves the right to contract third parties in the execution of services and tender out orders for which *Bat entertains! – Tanja Weerts* contractually contributes in the name of the *client*. The *client* herewith explicitly gives the requisite authorisation. For third parties, who at the request of the *client* act in the field of activity of *Bat entertains! – Tanja Weerts*, the *client* is considered liable as for persons employed by the *client* to perform his obligations. Furthermore, *Bat entertains! – Tanja Weerts* will not be considered liable if *Bat entertains! – Tanja Weerts*, due to the conduct of the third party, cannot completely, in part, or within the contractual period fulfill their obligations towards the client.

§ 4 Remuneration

The remuneration of *Bat entertains! – Tanja Weerts* is effected on a time basis, unless a fixed sum has explicitly been agreed upon. The current price list is valid and any deviating agreements must be in writing. *Bat entertains! – Tanja Weerts* is entitled to either change or supplement the rates of remuneration underlying the agreements at its reasonable discretion (Section 315 of the German Civil Code). In the case of the parties not having an agreement on the remuneration for services by *Bat entertains! – Tanja Weerts*, which, in the given circumstances can by the *client* only be expected to be provided against remuneration, the *client* is to pay the remuneration in accordance with the normal rates for these services. When in doubt the rates of remuneration of *Bat entertains! – Tanja Weerts* are presumed to be normal rates. *Bat entertains! – Tanja Weerts* is entitled to draw up an invoice for the *client* as a part payment or demand payment on account if a certain project either extends over a longer period of time, contains a larger volume or when remuneration is due to third parties before the completion of the project. The *client* carries, upon the submission of proof thereof, all expenses incurred (incl. travel and accommodation costs, petty charges, remuneration required by third parties incurred within the context of fulfilment of contractual obligations).

§ 5 Delivery and Invoicing

The *supplier* is liable for the performance of all services free of rights or claims of third parties. The delivery is supplied at the expense and risk of the *supplier* to *Bat entertains! – Tanja Weerts*. The invoicing by the *supplier* is to be made at the latest, ten working days following the final delivery (term of preclusion period).

§ 6 Terms of Payment

All invoices of the agency are due within 14 days of receipt without deduction. All services are subject to Statutory Turnover Tax. Any delays in payment by the *client* will incur default interest according to Section 288 of the German Civil Code. In addition, *Bat entertains! – Tanja Weerts* reserves the right of retention for its own services. The assignment of claims is only permissible with prior written consent of the other party. The consent may not be unreasonably withheld. The regulation of Section 354a of the German Commercial Code remains thereby unaffected. The *client* or *supplier* may only avail themselves of a right of retention due to counter-claims resulting from the same agreement. The parties may only set off claims, which possess legal force or are unchallenged.

Regarding payment for orders to *suppliers* in the name of a *client* by *Bat entertains! – Tanja Weerts*, default occurs no earlier than one week subsequent to the receipt of full payment from the *client*. For any non-ordered additional deliveries by the *supplier*, there exists no payment obligation.

§ 7 Reservation of Property Rights

Bat entertains! – Tanja Weerts reserves the property of all documents and items provided until full settlement of invoices regarding the task has occurred. All rights to agency services, in particular the use of copyright will not be transferred to the *client* until the full settlement of invoices regarding those services has been made. Drafts, files, and other working materials (in particular negatives, models, original illustrations, and the like) created or tendered out by *Bat entertains! – Tanja Weerts*, in order to realise the contractually determined service, remain the property of the agency. An obligation to give out or retain in storage does not exist. Until the full payment of remuneration has occurred, the use of the accomplished services by the *client* is revocably allowed.

§ 8 Licence Fees

Obtaining the copyright on works completed by *Bat entertains! – Tanja Weerts*, presupposes an individual, written contractual arrangement. The service provided by the agency is to be utilised by the *client* within a contractually stipulated context. If the *client* wishes to utilise work from the agency outside the scope of the contract, a separate licence fee is due.

§ 9 Liability

The liability of the agency is limited to gross negligence and compensation for typical and foreseeable damages. Liability is limited at maximum by the amount of the agreed remuneration. *Bat entertains! – Tanja Weerts* is not liable for deficient services of third parties.

§ 10 Infringement of Property Rights

The *client*, at his own expense frees *Bat entertains! – Tanja Weerts* from any claims of property rights infringements by third parties (patents, licences, other property rights).

§ 11 Confidentiality

Bat entertains! – Tanja Weerts, the *client*, and the *supplier* will use all known business activities exclusively for contractual purposes, not making them available to third parties. This obligation extends beyond the termination of the co-operation. All persons involved in the execution of the services have therefore accordingly obliged to maintain confidentiality.

§ 12 Miscellaneous

Bat entertains! – Tanja Weerts may mention the *client* on its own website or in other media as a reference client. *Bat entertains! – Tanja Weerts* may also publicly communicate or refer to the accomplished services for demonstration purposes, unless the *client* states a legitimate interest in not so doing. The *supplier* may only advertise his work for *Bat entertains! – Tanja Weerts* or for the *client* with prior written consent of *Bat entertains! – Tanja Weerts*. If acquired, then the following notice, "Contracted to the leading agency *Bat entertains! – Tanja Weerts Rödermark*" is to be used.

§ 13 Place of Jurisdiction

The Law of the Federal Republic of Germany is applicable under the exclusion of International Civil Law and the UN International Sales Convention. The place of business and the exclusive jurisdiction for legal disputes from, or in connection with this agreement, is Frankfurt am Main, Germany.

§ 14 Salvatorian Clause

Should one or more of the provisions of this contract be or become invalid, the remainder of the contract will not lose its overall validity. In place of the invalid provision, a substitute provision should be found that within the bounds of the law, the spirit of the provision best conveys. Notice according to Section 33 BDSG: Personal data from *clients* and *suppliers* shall be taken, processed, and utilised to the extent that the business needs of the contract require.