

TABLE OF CONTENTS

1. SCOPE, ISSUE OF ORDER, TERMINOLOGY (DEFINITIONS)
2. PROPOSALS
3. PRINCIPLES OF COOPERATION
4. THIRD PARTY RIGHTS AND LEGAL PROVISION
5. COPYRIGHT AND RIGHTS OF USE
6. PERFORMANCE TIME AND TYPE OF SERVICE
7. ONE CONCEPT / ITERATION LOOPS / CHANGES
8. COMPENSATION / FEES AND CHARGES
9. TERMS OF PAYMENT
10. ACCEPTANCE
11. LIABILITY, INQUIRY, INDEMNIFICATION AND OBLIGATION
12. STORAGE, ARCHIVING AND EDITION OF DOCUMENTS AND DATA
13. ACCREDITATION/PROMOTIONS
14. CONFIDENTIAL INFORMATION
15. DATA PROTECTION
16. ATTACHMENTS / SUPPLEMENTS
17. TERM AND TERMINATION
18. FINAL PROVISION

1. SCOPE, ISSUE OF ORDER, TERMINOLOGY (DEFINITIONS)

1.1. Scope

ANAKIN DESIGN STUDIO conducts business exclusively in accordance with the General Terms and Conditions set out below. The following general terms and conditions apply to all contracts between ANAKIN DESIGN STUDIO GbR, Salzburger Str. 15, 83329 Waging am See, Germany (hereinafter referred to as "AGENCY" or "ANAKIN"), and their contractual partners (hereinafter referred to as "CUSTOMERS" or "CLIENTS"), on the basis of which the Agency provides services to the Customers.

These terms and conditions apply exclusively. The general terms and conditions of the customer, which contradict or supplement these terms and conditions, are not acknowledged by the agency - even without an expressed objection - unless it has expressly agreed to their validity in writing. These terms and conditions also apply if the agency, in the knowledge of contrary or deviating general terms and conditions of the customer, unconditionally provides the service to the customer. Any ancillary or contrary agreements come into force subject to separate written agreements. Oral collateral agreements containing provisions which deviate from the General Terms and Conditions are invalid in any event.

1.2. DEFINITIONS / TERMINOLOGY

As used herein and throughout this Agreement:

Agreement means the entire content of this Basic Terms and Conditions document, the Proposal document(s), Schedule, together with any other Supplements designated below, together with any exhibits, schedules or attachments hereto.

Client Content means all materials, information, factual, promotional, or other advertising claims, photography, writings and other creative content provided by Client for use in the preparation of and/or incorporation in the Deliverables.

Copyrights means the property rights in original works of authorship, expressed in a tangible medium of expression, as defined and enforceable under German Copyright Law.

Deliverables means the services and work product specified in the Proposal to be delivered by Agency to Client, in the form and media specified in the Proposal.

Agency/Designer Tools means all design tools developed and/or utilized by Agency in performing the Services, including without limitation pre-existing and newly developed software including source code, web authoring tools, type fonts, and application tools, together with any other software, or other inventions whether or not patentable, and general non-copyrightable concepts such as website design, architecture, layout, navigational and functional elements.

Final Works means all creative content developed by Agency, or commissioned by Agency, exclusively for the Project and incorporated in the Final Deliverables, including, but not limited to, any and all visual elements, graphic design, illustration, photography, animation, motion design, audio-visual works, sounds, typographic treatments and text, modifications to Client Content, and Agency's selection, arrangement and coordination of such elements together with Client Content and/or Third Party Materials.

Final Deliverables means the final versions of Deliverables provided by Agency and accepted by Client.

Preliminary Works means all creative content including, but not limited to, concepts, sketches, visual presentations, or other alternate or preliminary designs and documents developed by Agency and which may or may not be shown and or delivered to Client for consideration but do not form part of the Final Works.

Project means the scope and purpose of the Client's identified usage of the work product as described in the Proposal.

Services means all services and the work product to be provided to Client by Agency as described and otherwise further defined in the Proposal.

Third Party Materials means proprietary third party materials which are incorporated into the Final Deliverables, including without limitation stock photography or illustration.

Trademarks means trade names, words, symbols, designs, logos or other devices or designs used in the Final Deliverables to designate the origin or source of the goods or services of Client.

Working Files means all underlying work product and digital files utilized by Agency to create the Preliminary Works and Final Works other than the format comprising the Final Deliverables.

2. PROPOSALS

2.1. Validity

The terms of the Proposal shall be effective for 14 days after presentation to Client. In the event this Agreement is not executed by Client within the time identified, the Proposal, together with any related terms and conditions and deliverables, may be subject to amendment, change or substitution.

2.2. Presentation and Quotation documents

Any use or partial use of documents presented or handed by the Agency for the purpose of concluding a contract (presentation documents) or which form part of an offer (offer / proposal documents), whether protected by copyright or not, requires the prior consent of the Agency.

3. PRINCIPLES OF COOPERATION

3.1. Providing information

The customer will provide the Agency with all information and documents required for its work at the times agreed with it.

3.2. (R-)Briefings

The agency provides its services on the basis of verbal or written briefings of the customer. Verbal briefings will be confirmed in writing either by a re-briefing or by a written protocol after mutual agreement.

3.3. Protocols/Logs

If agreed, the Agency will produce minutes of every meeting between it and the customer within 5 (five) business days. The content of the logs is binding if the customer does not object to them within five (5) working days of receipt of a log. The agency is entitled without restriction to carry out the work entrusted to it or to entrust third parties with it.

3.4. Approvals

The customer further undertakes to grant the required approvals and releases for all services of the agency (in particular all preliminary drafts, sketches, final artwork, brush prints, blueprints, copies, color prints and electronic files) are to be checked by the customer and released by him within three working days from receipt by the customer. If not approved in time, they are considered approved by the customer. This process allows the agency to be in a position to carry out all work with which it is commissioned smoothly and on time without additional costs and quality losses.

4. THIRD PARTY RIGHTS AND LEGAL PROVISION

The agency will, to the best of its knowledge and belief, ensure that the performance results do not infringe the property rights of third parties. However, the Agency does not guarantee that the performance results are free from the aforementioned rights of third parties.

Customer affirms that he is entitled to use all information and documents provided to the Agency, that the documents are free of third party rights and their use does not violate any legal provisions like Copyright, Trademark, Labeling Obligations etc. Should he not be entitled to use, contrary to this insurance, and the documents should not be free from third party rights or violate statutory provisions, the customer indemnifies the Agency in the internal relationship of all claims of third parties (including legal fees and court costs).

5. COPYRIGHT AND RIGHTS OF USE

5.1. Intellectual Property Provisions

All designs created by ANAKIN, including those from presentations (such as suggestions, ideas, sketches, preliminary drafts, scribbles, artwork, concepts, negatives, slides), as well as individual parts thereof, as well as the individual workpieces and design originals remain the property of the agency, are protected by copyright and may only be used within the designated scope. Modifications to the proposed designs are subject to consultation with ANAKIN. Irrespective of the rights of use to which the Customer is entitled, the original designs and drawings shall remain the rightful property of ANAKIN. ANAKIN is entitled to any patentable inventions made by ANAKIN while processing the order. However, ANAKIN undertakes to offer the Customer for the option of buying or utilising the patent rights. In this case, ANAKIN is still to be named as the inventor.

5.2. Usage rights

The Agency grants the Customer, based on agreed IP provisions in project proposal & contract, for all copyright-related or non-proprietary performance results of the Agency for commercial use. We have 3 IP provisions, the relevant is specified in the contract:

- a) License for Limited Usage
- b) Exclusive License
- c) Assignment of Rights (Buyout)

If not specified individually in the contract, we grant the non-exclusive rights of use in the territory of the Federal Republic of Germany for the period of use (1 year) and the intended use of the respective performance results (Print, Web...). Any other use, in particular the processing, requires the consent of the Agency.

5.3. Third party IP, usage rights

The copyright rights to released performance results of third parties, for example, to photographs, illustrations, music, as well as the ancillary copyright of third parties, such as actors, speakers, the agency is also transferred to the extent to the customer, as contractually agreed or for the contractual use is required. Should these rights be limited in individual cases in terms of time, space, content and / or with regard to the types of use and as a result a transfer of the aforementioned scope may not be possible, the agency will point this out to the customer and proceed according to his further instructions; Any resulting additional costs shall be borne by the customer.

5.4. Software, Source code

If the subject of the contract is (also) the provision of software, the customer has no claim to transfer and use of the source code, unless this has been expressly agreed in writing. The granting of rights according to sections 5.1 to 5.3 does not include the right to use them as name, brand, company logo, logo or corporate design. In the case of such use, the rights must in any case be acquired explicitly by a separate contract.

The rights of use according to clauses 5.1 to 5.3 shall only be transferred to the customer upon full payment of the compensation and contractual expenses and costs.

6. PERFORMANCE TIME AND TYPE OF SERVICE

Agreed periods are only binding if the customer has accordingly fulfilled his obligations to cooperate (for example, obtaining documents, granting approvals). Delays due to force majeure (strike, general disruptions of telecommunications, etc.) and due to circumstances in the customer's area of responsibility are not the responsibility of the Agency. Completion or delivery periods are extended accordingly.

The delivery of the performance results must be done by transmitting the corresponding data. It does not have to be in the form, in which the customer can change the data at any time.

7. ONE CONCEPT / ITERATION LOOPS / CHANGES

7.1. One Concept Approach.

As Design Professional with +20 years experience, we established a process that delivers a single, most effective concept, effective with their audience or does meet the project goals. A One concept does not mean that we have only one idea or one sketch - it means that we focus on one effective solution to present to our customer. To do this, we take the answers to all the questions we have asked, relate to the moodboard, familiarize ourselves with the ideal target of our clients, and discuss, research, sketch, collect colors, textures... We experiment with a number of ideas, refining them constantly and sticking to our customers' goals and challenges until we find the best solution. Because when it comes, we are tasked to solve a problem. If not agreed otherwise (with additional costs), we therefore deliver One Concept.

7.2. Iteration Loops.

Every single milestone of the project (for example Storyboard, UX / UI Layouts Desktop, etc.) involves the customer and requests a detailed feedback, which we incorporate into iteration loops. Each round of iterations is called an iteration loop. If not otherwise stated, one iteration loop with up to 30% is included in our estimates and proposals. In the rare case that several iteration loops become necessary, additional costs may be charged in addition to our service rates.

7.3. General Changes.

Unless otherwise provided in the Proposal, and except as otherwise provided for herein, Customer shall pay additional charges for changes requested by Customer which are outside the scope of the Services on a time and materials basis, the Agency's hourly rates as stated in our Proposal/Contract apply. Such charges shall be in addition to all other amounts payable under the Proposal, despite any maximum budget, contract price or final price identified therein. Agency may extend or modify any delivery schedule or deadlines in the Proposal and Deliverables as may be required by such Changes.

7.4. Substantive Changes.

If Customer requests or instructs Changes that amount to a revision/iteration loop in or near excess of thirty percent (30 %) of the time required to produce the Deliverables, and or the value or scope of the Services, Agency shall be entitled to submit a new and separate Proposal to Client for written approval. Work shall not begin on the revised services until a fully signed revised Proposal and, if required, any additional retainer fees are received by Agency.

7.5. Timing.

Agency will prioritize performance of the Services as may be necessary or as identified in the Proposal, and will undertake commercially reasonable efforts to perform the Services within the time(s) identified in the Proposal. Client agrees to review Deliverables within the time identified for such reviews and to promptly either, (i) approve the Deliverables in writing or (ii) provide written comments and/or corrections sufficient to identify the Client's concerns, objections or corrections to Agency. The Agency shall be entitled to request written clarification of any concern, objection or correction. Client acknowledges and agrees that Agency's ability to meet any and all schedules is entirely dependent upon Client's prompt performance of its obligations to provide materials and written approvals and/or instructions pursuant to the Proposal and that any delays in Client's performance or Changes in the Services or Deliverables requested by Client may delay delivery of the Deliverables. Any such delay caused by Client shall not constitute a breach of any term, condition or Agency's obligations under this Agreement.

7.6. Testing and Acceptance.

Agency will exercise commercially reasonable efforts to test Deliverables requiring testing and to make all necessary corrections prior to providing Deliverables to Client. Client, within five (5) business days of receipt of each Deliverable, shall notify Agency, in writing, of any failure of such Deliverable to comply with the specifications set forth in the Proposal, or of any other objections, corrections, changes or amendments Client wishes made to such Deliverable. Any such written notice shall be sufficient to identify with clarity any objection, correction or change or amendment, and Agency will undertake to make the same in a commercially timely manner. Any and all objections, corrections, changes or amendments shall be subject to the terms and conditions of this Agreement. In the absence of such notice from Client, the Deliverable shall be deemed accepted.

8. COMPENSATION / FEES AND CHARGES

8.1. Fees.

In consideration of the Services to be performed by Agency, Client shall pay to Agency fees in the amounts and according to the payment schedule set forth in the Proposal, and all applicable sales, use or value added taxes, even if calculated or assessed subsequent to the payment schedule.

8.2. Expenses.

Client shall pay Agency's expenses incurred in connection with this Agreement as follows: (a) incidental and out-of-pocket expenses including but not limited to costs for telephone calls, postage, shipping, overnight courier, service bureaus, typesetting, blueprints, models, presentation materials, photocopies, computer, expenses, parking fees and tolls, and taxis at cost plus Agency's standard markup of ten percent (10 %), incurred by Agency with Client's prior approval.

8.3. Travel Costs.

For travels on behalf of the Client inside the European Union, ANAKIN flights Economy Class. Any flight outside of the European Union is subject of separate terms & conditions and has to be agreed and signed off by the Client. Train tickets will be booked and charged in First class. To secure cost transparency the vouchers and receipts will be attached to invoices. If applicable, a mileage reimbursement at 0,30 € per km; and (b) travel expenses including transportation, meals, and lodging, incurred by Agency with Client's prior approval.

8.4. Clearance / Shipping costs.

In terms of clearance and shipping (e.g. physical samples & parts) from the Client to ANAKIN, the incoterm DDU/DDP will be used. For shipping from ANAKIN to the Client (e.g. shipping the show model) the incoterm EXW will be used. In general, the Client is responsible for deliveries from and to ANAKIN.

8.5. Estimation exceedance.

If the estimated total remuneration exceeds the estimate in the estimate by more than 10 percent, the Agency will inform the customer immediately. Exceeding 10 percent is considered approved.

8.6. Additional Costs.

The Project pricing includes Agency's fee only. Any and all outside costs including, but not limited to, equipment rental, photographer's costs and fees, photography and/or artwork licenses, prototype production costs, talent fees, music licenses and online access or hosting fees, will be billed to Client unless specifically otherwise provided for in the Proposal.

8.7. Orders of third Parties on Clients behalf.

Orders which ANAKIN contracts out to third parties on the Client's behalf will be invoiced at a surcharge of 15% on the net value of the order.

8.8. Reservation of proprietary rights.

The goods delivered by the Agency shall remain the property of the Agency until full payment of the fee, including all ancillary liabilities.

9. TERMS OF PAYMENT

9.1. Invoices.

All invoices are payable, if not stated otherwise in our Proposal, directly after receipt to our specified bank account:

Account owner: Anakin Design Studio GbR
IBAN: DE07710900000007102445
BIC: GENODEF1BGL
Account No.: 7102445
Routing No.: 71090000
Bank: Volksbank Raiffeisenbank Oberbayern Südost eG

9.2. Set off claims.

The customer is not entitled to set off its own claims against claims of the agency, unless the customer's claim has been acknowledged in writing by the agency or judicially determined.

9.3. Late Payments.

In the event of default of payment by the customer, the statutory default interest shall apply in the amount applicable to business transactions. Furthermore, in the event of default of payment, the customer undertakes to reimburse the agency for the resulting reminder and collection charges, as far as they are necessary for the purpose of pursuing legal action. In any case, this includes the costs of two reminder letters in the usual market amount as well as a reminder letter from a lawyer responsible for the collection. The assertion of further rights and claims remains unaffected.

10. ACCEPTANCE

10.1. Acceptance periode.

The acceptance must take place within a period of 5 (five) working days from the delivery of the performance result and may not be refused for artistic-creative reasons.

10.2. Automatic Acceptance.

If acceptance does not take place within the aforementioned period and the customer does not provide the Agency with a concrete, traceable notification of defects within this period, the performance result shall be deemed accepted. The performance result is considered accepted even when put into service by the customer.

11. LIABILITY, INQUIRY, INDEMNIFICATION AND OBLIGATION

11.1. Legal issue examination

The examination of legal issues in the area of competition law is not the task of the agency without the expressed commissioning by the customer. A corresponding liability is therefore excluded in this respect. However, the agency will point out to the customer any identifiable legal risks to the content or the design of the commissioned service results. If the customer insists on the realization of the relevant project, the agency is not liable for resulting disadvantages and risks. The customer indemnifies the agency in this respect on first request of claims of third parties.

11.2. Liability exclusion

The Agency shall not be liable for any defects resulting from faulty information, documents or materials provided by the Customer or for the incorrectness of factual information in performance results released by the Customer. The liability of the agency is further excluded in the event of errors in data carriers, files and data resulting from the data import to the customer's system, as well as for loss of data due to force majeure. The customer is obligated to check the performance results delivered by the agency immediately upon receipt and to notify defects immediately upon discovery. If the immediate inspection or notification of defects is omitted, there are no claims of the customer. The rights of the customer in the case of defects are limited to the claim for supplementary performance within a reasonable period of time (at the discretion of the agency, rectification of deficiencies or new production of the promised work). If the supplementary performance fails, the customer may reduce or withdraw from the contract. The subsequent fulfillment after the second unsuccessful attempt to repair the agency is considered as failed. Further warranty rights are excluded, subject to clause 11. A liability of the Agency for minor defects, i. Errors with respect to individual letters, numbers or the like, which are insignificant, i. is not to lead to relevant misunderstandings of the performance results and not or only slightly affect the intended purpose of the performance result is excluded.

11.3. Indemnification / Liability by Client.

Client agrees to indemnify, save and hold harmless Agency from any and all damages, liabilities, costs, losses or expenses arising out of any claim, demand, or action by a third party arising out of any breach of Client's responsibilities or obligations, representations or warranties under this Agreement. Under such circumstances Agency shall promptly notify Client in writing of any claim or suit;

(a) Client has sole control of the defense and all related settlement negotiations; and

(b) Agency provides Client with commercially reasonable assistance, information and authority necessary to perform Client's obligations under this section. Client will reimburse the reasonable out-of-pocket expenses incurred by Agency in providing such assistance.

11.4. Indemnification / Liability by Agency.

Subject to the terms, conditions, express representations and warranties provided in this Agreement, Agency agrees to indemnify, save and hold harmless Client from any and all damages, liabilities, costs, losses or expenses arising out of any finding of fact which is inconsistent with Agency's representations and warranties made herein, except in the event any such claims, damages, liabilities, costs, losses or expenses arise directly as a result of gross negligence or misconduct of Client provided that (a) Client promptly notifies Agency in writing of the claim; (b) Agency shall have sole control of the defense and all related settlement negotiations; and (c) Client shall provide Agency with the assistance, information and authority necessary to perform Agency's obligations under this section. Notwithstanding the foregoing, Agency shall have no obligation to defend or otherwise indemnify Client for any claim or adverse finding of fact arising out of or due to Client Content, any unauthorized content, improper or illegal use, or the failure to update or maintain any Deliverables provided by Agency.

11.5. Settlement Approval.

The indemnifying party may not enter into any settlement agreement without the indemnified party's written consent.

11.6. Limitation of Liability.

The services and the work product of Agency are sold "as is." In all circumstances, the maximum liability of Agency, its directors, officers, employees, design agents and affiliates ("Agency parties"), to Client for damages for any and all causes whatsoever, and Client's maximum remedy, regardless of the form of action, whether in contract, tort or otherwise, shall be limited to the net profit of Agency. In no event shall Agency be liable for any lost data or content, lost profits, business interruption or for any indirect, incidental, special, consequential, exemplary or punitive damages arising out of or relating to the materials or the services provided by Agency, even if Agency has been advised of the possibility of such damages, and notwithstanding the failure of essential purpose of any limited remedy. However, this liability is limited to the replacement of the contract-typical and foreseeable damage. In any case, the liability is limited to 80 percent of the order-related remuneration. For other cases of slightly negligent behavior, for whatever legal reason, liability is excluded. Insofar as the liability of the agency according to the above provisions is excluded or limited, this also applies to the personal liability of legal representatives or vicarious agents.

12. STORAGE, ARCHIVING AND EDITION OF DOCUMENTS AND DATA

The Agency archives the contractual service results produced for the customer and released by the latter in electronic form without separate remuneration for a period of one year, beginning with the acceptance. During this period, the customer receives it on request once free of charge. The transmission will only take place in a file with a closed format, which contains the complete performance results and excludes any processing of the transmitted data, unless the parties have expressly agreed otherwise by contract. No longer needed documents such as manuscripts, sketches or designs can be destroyed by the agency immediately.

13. ACCREDITATION/PROMOTIONS

ANAKIN is allowed, without restrictions in time and place, to use the Client's name, the logo and the products created by ANAKIN under reference to their partnership in PR and advertising. However, the created products only as soon as they have been published by the Client in any form. The Client is entitled to an editorial right of veto, without the customer being entitled to a claim for remuneration.

All displays or publications of the Deliverables shall bear accreditation and/or copyright notice in Agency's name in the form, size and location as incorporated by Agency in the Deliverables, or as otherwise directed by Agency. Agency retains the right to reproduce, publish and display the Deliverables in Agency's portfolios and websites, and in galleries, design periodicals and other media or exhibits for the purposes of recognition of creative excellence or professional advancement, and to be credited with authorship of the Deliverables in connection with such uses. Either party, subject to the other's reasonable approval, may describe its role in relation to the Project and, if applicable, the services provided to the other party on its website and in other promotional materials, and, if not expressly objected to, include a link to the other party's website.

14. CONFIDENTIAL INFORMATION

Each party acknowledges that in connection with this Agreement it may receive certain confidential or proprietary technical and business information and materials of the other party, including without limitation Preliminary Works (“Confidential Information”). Each party, its agents and employees shall hold and maintain in strict confidence all Confidential Information, shall not disclose Confidential Information to any third party, and shall not use any Confidential Information except as may be necessary to perform its obligations under the Proposal except as may be required by a court or governmental authority.

Notwithstanding the foregoing, Confidential Information shall not include any information that is in the public domain or becomes publicly known through no fault of the receiving party, or is otherwise properly received from a third party without an obligation of confidentiality.

ANAKIN provides an mutual NDA (Non-Disclosure Agreement) to be signed by both parties.

15. DATA PROTECTION

The agency will process the personal data made available to it by the customer in connection with the performance of the contract, in compliance with the relevant legal provisions, in particular the DSGVO (GDPR), the Telemedia Act and the BDSG.

The customer agrees that his personal data, namely name / company, occupation, date of birth, commercial register number, representation rights, contact person, business address and other addresses of the customer, telephone number, fax number, e-mail address, bank details, credit card data, VAT ID number) for the purpose of fulfilling the contract and customer care as well as for own advertising purposes, for example for sending offers, advertising leaflets and newsletters (in paper and electronic form), as well as for the purpose of pointing out the existing or former business relationship (reference note) to be automatically ascertained, stored and processed. The client agrees that electronic mail will be sent to him for advertising purposes until further notice. This consent may be revoked at any time in writing by eMail or letter to the contact details stated in the header of the Terms and Conditions.

16. ATTACHMENTS (IF APPLICABLE):

Supplement 1: Print-Specific Terms and Conditions
Supplement 2: Interactive-Specific Terms and Conditions
Supplement 3: Environmental-Specific Terms and Conditions
Supplement 4: Motion-Specific Terms and Conditions

Intellectual Property Provisions 1: License for Limited Usage
Intellectual Property Provisions 2: Exclusive License
Intellectual Property Provisions 3: Assignment of Rights (Buyouts)

17. TERM AND TERMINATION

17.1. Term.

This Agreement shall commence upon the Effective Date and shall remain effective until the Services are completed and delivered.

17.2. Termination.

This Agreement may be terminated for convenience at any time by either party effective immediately upon notice, or the mutual agreement of the parties, or for cause if any party:

- (a) becomes insolvent, files a petition in bankruptcy, makes an assignment for the benefit of its creditors; or
- (b) breaches any of its material responsibilities or obligations under 4 and 5 of this Agreement, which breach is not remedied within ten (10) days from receipt of written notice of such breach.

17.3. Termination compensation

In the event of termination, Agency shall be compensated for the Services performed through the date of termination in the amount of (a) any advance payment, (b) a prorated portion of the fees due, or (c) hourly fees for work performed by Agency or Agency's agents as of the date of termination, whichever is greater; and Client shall pay all Expenses, fees, out of pockets together with any Additional Costs incurred through and up to, the date of cancellation. In the event of termination for convenience by Client, Client shall pay in addition to the above an early termination fee equal to 25% of the total project fee, Schedule A shall not be effective, and Client shall not have rights to use Deliverables except upon written consent from Agency provided after such termination.

17.4. Termination Usage rights

In the event of termination for convenience by Agency or for cause by Client, and upon full payment of compensation as provided herein, grants to Client such right and title as provided for in Schedule of this Agreement with respect to those Deliverables provided to, and accepted by Client as of the date of termination.

17.5. Termination Rights / Obligations

Upon expiration or termination of this Agreement: (a) each party shall return or, at the disclosing party's request, destroy the Confidential Information of the other party, and (b) other than as provided herein, all rights and obligations of each party under this Agreement, exclusive of the Services, shall survive.

18. FINAL PROVISION, FULFILLMENT AND JURISDICTION

Place of fulfillment is the business location of the Agency in Germany. In the case of dispatch, the risk is transferred to the customer as soon as the agency has handed over the goods to the transport company chosen by them.

For all disputes arising out of the contractual agreement between ANAKIN and the Client, the parties agree on the exclusive responsibility of the relevant court of the City of Traunstein, Germany as the place of litigation. The law of the Federal Republic of Germany with the exception of international private law and the UN Sales Convention applies to the contractual relationship.

As far as names referring to natural persons in this contract are given in masculine form, they refer to women and men in the same way. When applying the term to certain natural persons, the gender-specific form must be used.

By their execution of the cost estimation, the parties hereto have agreed to all of the terms and conditions of this Agreement effective as of the last date of signature in the cost estimation, and each signatory represents that it has the full authority to enter into this Agreement and to bind her/his respective party to all of the terms and conditions herein.