

ESL General Terms and Conditions (B2B Services)

These ESL General Terms and Conditions ("GTC") apply to every agreement between Turtle Entertainment GmbH, Schanzenstrasse 23, 51063 Cologne, Germany ("ESL") and a contracting party that acts in exercise of his or its trade, business or profession ("Partner") (together referred to as "Parties" or individually as "Party") regarding any kind of services to be provided by Turtle (e.g. Sponsoring-, License-, Booth/Stage-Services) unless otherwise agreed upon in writing:

1. AGREEMENT STRUCTURE

1.1 The entire agreement shall comprise of: (1) the respective service agreement including its Annexes ("Service Agreement"); (2) each set of Commercial Terms; (3) these GTC; which apply in decreasing order of precedence (collectively referred to as the "Agreement").

1.2 By entering into the Agreement, Partner confirms that it is contracting in exercise of his or its trade, business or profession.

2. PARTNER'S OBLIGATIONS

2.1. Partner shall support ESL as stated in the Service Agreement and these GTC, as requested by ESL and/or as may be reasonably expected by ESL to the best possible extent. For this purpose, Partner undertakes in particular to provide ESL at no cost and in a timely manner with all resources, materials, information and documents reasonably required for the successful provision of the contractual services. ESL will not be liable for any loss, damage or deficiency in the contractual services arising from any inaccurate, incomplete, or otherwise defective or undue delayed information and materials provided by Partner.

2.2. Any materials to be provided by Partner for the purpose of being exploited by ESL (e.g. marks, logos, trailers or media content of any kind) must

- not be pornographic or liable to corrupt youth;
- not endanger the democratic constitution or glorify violence;
- not infringe laws or any third-party rights;
- not adversely affect our reputation;
- not contain advertisement or links to websites.

2.3. Partner shall check and review all materials, products, works, documents and information provided by Turtle related to or as part of its contractual services under the Service Agreement (including without limitation media content, stage plots and designs, work orders, time schedules, tournament plans, content lists etc., "Service Materials") upon delivery or completion of these or upon ESL's reasonable request and provide ESL with a written report in case any improvements of these Service Materials are required in order to ensure ESL's contractual services without undue delay but no later than within three (3) working days.

3. PAYMENT TERMS

3.1. Each payment shall be due thirty (30) days after receiving proper invoice from the other Party.

3.2. Any payments not made by the respective dates by Partner will be subject to an annual interest rate of 9 (nine) percentage points above the base interest rate of the European Central Bank. Any further claims for damages remain unaffected.

3.3. All amounts due to ESL shall be paid net, without any deduction of any kind, whether due to taxes or any other reasons, which are the sole responsibility of Partner. Value-added tax (VAT), if applicable, must be added to the fee by Partner. In the event that, pursuant to any law or regulation, payments of the amounts due to ESL become subject to withholding with respect to any taxes, duties or fees of any nature, Partner will, to the extent permitted by law, pay such additional amounts as may be necessary in order that ESL, after such withholding, receives the full amount to be then due and payable as if such withholding did not exist (gross up). Where taxes are withheld, the Parties are obliged to fully support each other in their efforts to recoup the withheld taxes from the German or foreign tax authorities by, for instance, providing the other Party with the proper tax certificates. Upon request by ESL, Partner will present ESL immediately with (i) any tax assessment dealing with the payment hereunder, (ii) any other sufficient official confirmation of the amount of taxes paid in respect to the payments to ESL and/or (iii) receipt(s) of the payment of the respective taxes.

3.4. For the avoidance of doubt, Partner shall indemnify ESL from any costs in form of fees, translation costs and/or administrative costs occurring in connection with any support given and with the provision of certificates and other documents mentioned above by ESL.

4. WARRANTIES AND LIABILITY BY ESL

4.1. Unless otherwise provided in the cases below, ESL is not liable to Partner, regardless of the legal basis. ESL is only liable for any damages in case

4.1.1. of compelling legal liabilities of ESL, in particular under the German Product Liability Act;

4.1.2. the damages were caused as a result of gross negligence or intentional or fraudulent misconduct by ESL or by ESL'S vicarious agents;

4.1.3. ESL or ESL'S vicarious agents have, by acting with simple negligence, violated a material contractual duty; material contractual duty means any contractual duty, the fulfilment of which is essential for the performance of the agreement and the Partner therefore can rely on;

4.1.4. of injury to life, physical integrity and/or health culpably (i.e. at least negligently) caused by ESL or ESL'S vicarious agents;

4.1.5.

4.2. The liability of ESL under Clause 4.1.3 above for any indirect or consequential damages is excluded. The liability of ESL under Clause 4.1. above is limited to the typical and foreseeable damages. This Clause 4.1. also applies to ESL'S bodies, members of senior management and executive employees as well as to any agents, vicarious agents and subcontractors of ESL.

4.3. The liability of ESL under Clause 4.1.3. is limited in total with regard to financial damages and property damage to the amount of the annual or (if applicable) the annual fee (whichever is lower) paid by Partner under the Agreement.

4.4.

4.5. Insofar as the Partner can assert warranty rights, these are subject to a limitation period of one year.

5. WARRANTIES BY PARTNER

5.1. Partner warrants, represents and undertakes vis-à-vis ESL that

5.1.1. it has not entered into and will not enter into any agreement with any third party inconsistent with the provisions of this Agreement;

5.1.2. it is a company validly formed and it has been in continuous existence since its formation;

5.1.3. it has and shall have the full right, title and authority to enter into this Agreement and to accept and perform the obligations, undertakings, covenants, warranties, representations and agreements as stipulated to be performed by Partner pursuant to this Agreement;

5.1.4. this Agreement has been duly authorized by the board of directors of Partner and no other corporate action is, or will at any time be, necessary to authorize the signature of, and entry into, this Agreement or the performance of any action contemplated by this Agreement;

5.1.5. as at the date of conclusion of this Agreement, there is no applicable law in force which prevents or imposes any restriction on Partner in complying with its obligations under this Agreement, and, to the best of Partner's knowledge and belief after Partner having made all due and proper enquiries, no such restriction is due to come into force during the contractual term; and

5.1.6. it complies with all relevant legal provisions, and, insofar as it is utilizing third parties for the provision of cooperation services, it ensures their compliance with such provisions and regulations.

5.1.7. all information and materials provided by Partner are true, accurate and not misleading in any respect. .

5.2. ESL and Partner condemn corruption in all its forms. Accordingly, the Parties have conducted themselves at all times during the contractual in accordance with the laws and to the highest ethical and moral standards.

5.3. Partner represents and warrants (i) to neither challenge any rights granted, nor (ii) to induce or to support any challenges by third parties. In addition, Partner represents and undertakes not to have copyrights, trademark rights (including all types of brands,

domain names, icons and symbols) and/or any other type of intellectual property rights registered or protected, neither by itself nor by third parties, that could possibly impair (i) the rights granted or any other right granted to Partner under the Agreement. Partner shall undertake to inform ESL promptly in writing of infringements of such rights and/or preparations or contemplations by third parties to commit such acts of infringements.

5.4. Partner shall indemnify and keep indemnified ESL as well as ESL's officers, employers and agents against any claims, actions, damages, expenses, other losses and/or costs incurred due to a culpable breach of the Agreement including (but not limited to) a breach of Partner's warranties set forth in this Clause 5 by Partner upon first request. Partner shall furthermore assist ESL comprehensively in any and all legal defence(s) and bear the costs incurred thereof.

6. TRANSFERABILITY OF RIGHTS AND OBLIGATIONS

6.1. ESL shall be entitled to assign, sub-license, sub-contract, pledge or otherwise transfer the Agreement and/or the rights and/or obligations arising herefrom in part or as a whole without Partner's consent to any affiliated company of ESL. Any further assigning, sub-licensing, sub-contracting, pledging or otherwise transferring by ESL is subject to Partner's prior written consent.

6.2. Any assigning, sub-licensing, sub-contracting, pledging or otherwise transferring by Partner of the rights granted and/or any of its other rights and/or obligations under the Agreement completely or partially, to third parties, is subject to the prior written approval by ESL.

7. TERMINATION

7.1. Unless otherwise agreed upon in writing both Parties' right to regularly terminate the Agreement is excluded. This shall not affect the Parties' right to terminate the Agreement for good cause (Sec. 314 German Civil Code).

7.2. Any notice of termination must be made in writing.

8. INTELLECTUAL PROPERTY RIGHTS

8.1. In general, ESL grants rights and/or interests with respect of its trademarks, service marks, designs, logos, copyrights, databases, know how, trade secrets and confidential information ("IPR") only if and to the extent explicitly agreed upon in writing between the Parties. Therefore, unless explicitly agreed upon otherwise in writing, ESL shall own and retain all and any IPR originally owned by ESL or arising from or related to ESL's contractual services under the Service Agreement. Partner shall refrain from all and any acts and conduct that could conflict with ESL's unconditional ownership of its IPR.

9. CONFIDENTIALITY AND ANNOUNCEMENTS

9.1. Unless required by law, Partner shall not make any public announcement regarding the Agreement without the prior consent of ESL. Partner shall notify ESL in writing at least seven (7) calendar days prior to the release of such announcement and provide ESL with the wording of the proposed announcement and take any requests or recommendations of ESL into due consideration when drafting the announcement.

9.2. The Party receiving confidential information ("Receiving Party") of the Party disclosing confidential information to the other Party ("Disclosing Party") shall treat all confidential information of the Disclosing Party as strictly confidential, and shall refrain from disclosing it to any third parties, unless

9.2.1. such confidential information has been legally obtained from a third party who is not restricted from disclosing such confidential information by law or regulation or, to the Receiving Party's best knowledge, by contractual obligations;

9.2.2. such confidential information has been independently developed by the Receiving Party without use or benefit of any of the confidential information of the Disclosing Party;

9.2.3. such confidential information is within the public domain, or later becomes part of the public domain without a breach by either Party of its obligations under this Clause 6;

9.2.4. agreed in writing between the Parties; or

9.2.5. the disclosure is required by law.

9.3. A Receiving Party may disclose confidential information to its affiliates and/or its affiliates' officers and employees, brokers, lenders, insurers, vicarious agents and/or professional advisors who are bound in writing by the confidentiality obligations hereunder as

far as legally valid under the applicable law, if there is also legitimate interest for such disclosure.

9.4. The obligations of the Parties under Clause 6.2. shall remain unaffected by the contractual term and shall remain in full force for two (2) years after the expiration of the contractual term.

10. GOVERNING LAW AND JURISDICTION

10.1. The entire Agreement (including these GTC) shall be governed exclusively by and construed in accordance with the laws of the Federal Republic of Germany, excluding the United Nations Convention on the International Sale of Goods and all provisions regarding conflict of laws.

10.2. In the event that disputes arise out of or in connection with the Agreement or its validity the following shall apply:

10.2.1. ESL as complainant has the right to elect whether

- the disputes shall be resolved by the regional court of Cologne, Germany;
- ESL may file a claim at Partner's headquarter; or
- the disputes shall be finally settled by a court of arbitration without recourse to the ordinary courts of law as follows:

All disputes shall be finally settled in accordance with the arbitration rules of the German Institution of Arbitration e.V. (DIS) at the time of receipt of the arbitration claim by DIS without recourse to the ordinary courts of law. Upon request an incoming arbitral award can be declared enforceable by a national court. The place of arbitration is Cologne, Germany. An appeal against the arbitral award is not possible. The arbitral award shall also decide on the costs of the proceedings including the costs of the arbitrators. The arbitral tribunal consists of three arbitrators. The substantive law of the Federal Republic of Germany is applicable to the dispute. The language of the arbitral proceedings is German. The Parties agree that the regional court of Cologne, Germany remains responsible for measures of interim protection.

10.2.2. Partner as complainant shall only be entitled to file claims at the regional court of Cologne, Germany, unless the Parties agree that the disputes shall be finally settled by a court of arbitration without recourse to the ordinary courts of law.

11. DATA PROTECTION

Where a party of the Agreement receives any personal data from the other Party, it shall ensure that it fully complies with the provisions of all applicable Data Protection laws and only deals with the data to fulfil its obligations under the contract. Each Party shall indemnify the other Party for any breach of Data Protection laws which renders the latter liable for any costs, claims or expenses. Where required by law, the Parties will enter into a separate Data Processing Agreement.

12. MISCELLANEOUS

12.1. The Parties commit themselves to each other for mutual respect, good behaviour and loyalty. Each Party shall take the legitimate interests of the other Party into consideration.

12.2. Time references in the Agreement shall be references to German time (CET or CEST, as effective).

12.3. Where the Agreement (including these GTC) require written form fax or e-mail with scanned PDF attachment shall be sufficient, a mere e-mail (text form) shall not be sufficient, unless a different intention of the Parties is to be assumed.

12.4. Each Party shall bear its own costs and expenditures incurred with regard to the execution of the Agreement and for the fulfilment of its contractual obligations, unless otherwise explicitly stated.

12.5. The Parties shall not assert any rights of retention or setoff, unless the counterclaims are undisputed or have become res judicata.

12.6. If any provision of the Agreement is or shall become invalid/void or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions of the Agreement unless the implementation of the Agreement, also in consideration of the following provisions, would present an unreasonable hardship for one or both Parties. This shall also apply if, after the Agreement is concluded, it is found to contain a loophole that requires filling. The Parties shall replace any invalid/void/unenforceable provision or loophole that requires filling by a valid provision that corresponds in its legal and economic content to the invalid/void/unenforceable provision or loophole.

12.7. The Agreement constitutes the entire understanding between the Parties with respect to the subject matter hereof, and

replaces and supersedes any memorandum of understanding, term sheet, short form agreement, discussions or similar between the Parties, previously closed on the subject matter. All representations, conditions and warranties, verbal or written, express or implied, other than those contained herein, or in a notice of amendment issued hereunder, are expressly excluded.

12.8. Provisions to the contrary or terms or declarations by Partner that deviate from the provisions stated in the Agreement do not apply. This also applies if such terms or declarations by Partner were expressly pointed out to ESL.

12.9. No waiver by ESL of any right or claim under the Agreement shall be construed as a waiver of any other right or claim.

12.10. Unless otherwise agreed herein, no options of any sort are granted to Partner under the Agreement, e.g. a matching right, a right for first negotiation or a right for first or last refusal.

12.11. Through the Agreement a joint venture between the Parties shall not be concluded.

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