

Terms of Contract for the Production of Learning Content or Other Multimedia Products of XU Group GmbH

This English translation is for information purposes only. The original German text is the legally binding version in all respects. **Original version:** <https://xu.de/geschaeftsbedingungen/>

1. Subject matter and content of the contract, cooperation

- 1.1. These "Terms of Contract for the Production of Learning Content or Other Multimedia Products" (hereinafter also referred to as the "**Terms of Contract**") apply to the production or editing of, among other things, texts, presentations, videos, podcasts, interactive content, assessments and other digital formats, hereinafter also referred to as "**production**", by XU Group GmbH (hereinafter also referred to as the "**Contractor**") for the contractual partner (hereinafter also referred to as the "**Client**").

The specific scope of services shall be based on the respective individual agreement and service description agreed between the parties, which shall form an integral part of the contract and which shall specifically describe the scope of the services to be provided by the Contractor.

These contractual conditions apply analogously to subsidiaries of XU Group GmbH, such as XU Exponential Game Changers GmbH.

- 1.2. Unless the parties have reached other individual contractual agreements, the provisions of these contractual terms and conditions shall apply to the legal relationships between the parties in connection with the creation of the production. The contractual terms and conditions are available on the Internet at <https://xu.de/geschaeftsbedingungen/> or <https://xu.de/en/legal/> and will be sent to the Client by the Contractor at any time upon request. These Terms and Conditions of Contract and the Contractor's General Terms and Conditions are also referred to together in these Terms and Conditions of Contract as the "General Terms and Conditions of Contract of XU Group GmbH".
- 1.3. The Client is aware that the development and manufacture of the production requires intensive cooperation between the parties. In the interest of a structured production process, the Client shall, if necessary, appoint a project manager and, if applicable, a deputy immediately after conclusion of the contract, who is responsible for project implementation and is fully authorised to make all decisions and has all the necessary information and expertise relating to production. The Contractor must be informed immediately of any changes in the person of the project manager or his deputy.
- 1.4. Unless otherwise agreed, the production shall take place in three phases: "concept/knowledge model" (hereinafter also referred to as the "**concept**"), "storyboard" (hereinafter also referred to as the "**storyboard**") and "final design and media" (hereinafter also referred to as the "**design**") of the production. The respective phases are completed or finalized for the Client through approval or acceptance (hereinafter also referred to as "**approval**" or "**acceptance**").

2. Concept

- 2.1. After conclusion of the contract, the Contractor shall develop a concept on the basis of the service description agreed between the parties in consultation with the Client, which shall form the basis of the production and concretise the further scope of services. Unless otherwise agreed, the Contractor shall only be obliged to prepare and submit a concept in this respect.
- 2.2. The concept created by the Contractor is sent to the Client for approval.
If the Client does not notify the Contractor in writing, e.g. by e-mail, of any defects in the concept within ten working days of submission of the concept, the concept shall be deemed to have been approved and accepted by the Client and is thus completed.
- 2.3. Insofar as the concept does not show any defects or these are not notified in good time, the Contractor shall not be obliged to take into account and incorporate any changes requested by the Client (see Section 9.2. of these contractual terms and conditions).

- 2.4. If the Contractor nevertheless subsequently incorporates changes requested by the Client into the concept already submitted to the Client, the Contractor shall resubmit the modified concept to the Client for approval.

The provisions of the above Section 2.2. of these contractual terms and conditions shall apply accordingly. In this case, the Contractor may make the consideration and incorporation of the Client's change requests dependent on the payment of additional remuneration (see Section 8.3. of these contractual terms and conditions).

- 2.5. If the Client rejects the concept more than three times in succession in a modified version that takes account of the Client's wishes, the Contractor shall be entitled to withdraw from the contract and to demand pro rata remuneration of 20% of the total remuneration for its services rendered in the concept phase, whereby the Contractor shall be entitled to prove that the remuneration appropriate in the specific case is significantly higher, while the Client shall be entitled to prove that the remuneration appropriate in the specific case is significantly lower than the aforementioned flat-rate remuneration. The provisions of this Section 2.4. of these contractual terms and conditions shall also apply if the Contractor invoices the Client for the consideration and incorporation of the Client's change requests in accordance with Section 8.3. of these contractual terms and conditions as additional services.

3. Storyboard

- 3.1. After acceptance of the concept, the Contractor develops a storyboard in consultation with the Client on the basis of the service description agreed between the parties. The storyboard is an extended version of the concept and contains complete text scripts, the layout and the definition of the formats used for the learning content. Unless otherwise agreed, the Contractor is only obliged to create and submit a storyboard. For the further work steps, the conditions according to 2.2. to 2.4. for the concept apply analogously for the storyboard.

- 3.2. See 2.2.

- 3.3. See 2.3.

The following applies: The storyboard is based on the approved concept. Should the Contractor express change requests that contradict the already approved concept, a corresponding change is only owed against payment of additional remuneration.

4. Design and media

- 4.1. Once the storyboard has been approved, the Contractor develops a design based on the specifications agreed between the parties in consultation with the Client. The design is a final copy of the previously approved storyboard: with interactive infographics and multimedia elements produced, developed and designed in accordance with the style guide and corporate identity of the project. Unless otherwise agreed, the Contractor is only obliged to create and submit a design.

For the further work steps, the conditions according to 2.2. to 2.4. for the concept apply analogously for the design.

- 4.2. See 2.2.

- 4.3. See 2.3.

- 4.4. See 2.4.

5. Production or video production in the studio or other locations

- 5.1. In cases where videos with client/partner experts are required as part of the learning content, these will be defined by the XU production team in the storyboard creation phase and agreed as part of the storyboard approval (part 3 of the contract).

In this case, the Client is responsible for identifying the expert and ensuring that the expert is available within the specified production timeframe (two weeks during the media design phase) in accordance with XU's media production guidelines.

- 5.2. The Contractor shall coordinate the required filming dates and locations (one day of filming corresponds to eight hours) with the Client.

If this is not successful for reasons within the sphere of the Client, the Contractor shall propose three further dates to the Client immediately after expiry of this period, together with the request to accept one of the proposed dates within a period of two weeks and the announcement that it will terminate the contract if such acceptance is not declared within the deadline. If the Client does not accept any of the proposed dates within this period, this shall be deemed a breach of duty on the part of the Client. After expiry of this period, the contract shall be deemed to have been cancelled with the consequence that the Contractor shall be entitled to demand the agreed remuneration less any expenses saved or other income.

- 5.3. If agreed shooting dates are postponed or cancelled by the Client later than four weeks, 28 to 21 calendar days, before the agreed date, the Client shall bear the costs incurred for this and any additional costs incurred for an alternative date. The expenses incurred as a result shall be charged at a minimum of EUR 1,750.00 plus statutory VAT. The Client reserves the right to prove that the Contractor has not incurred any damage or that the additional costs incurred are lower.

If agreed shooting dates are postponed or cancelled by the Client 20 to 10 calendar days before the agreed date, the Client shall bear 75% of the costs originally estimated in the offer. The Contractor reserves the right to provide evidence of higher damages.

If agreed shooting dates are postponed or cancelled by the Client ten (10) calendar days or less before the agreed date, the Client shall bear 100% of the costs originally estimated in the offer. This shall also apply if the agreement or booking of the shooting date and/or webcast was made less than ten (10) calendar days before the agreed date. The Contractor reserves the right to provide evidence of higher damages.

- 5.4. If a person/expert/employee/actor provided by the Contractor for the day of the shoot is not agreed within the specified deadlines (Section 5.1. and 5.2.) or the appointment is cancelled (Section 5.3.), XU shall be entitled to replace the person/expert/employee/actor with an alternative solution with a fulfilment effect.
- 5.5. The travelling expenses or flat-rate travelling expenses for the Contractor for a video production shall be borne by the Client.

6. Completion of production and deadlines

- 6.1. The Contractor shall provide or transmit the finished production to the Client in the contractually agreed form and format within the agreed time. Unless otherwise agreed, this shall be done via an internal link that enables the production to be retrieved online.
- 6.2. As soon as the Contractor recognises that binding deadlines cannot be met for reasons for which he is not responsible, which were not foreseeable and which cannot be eliminated even with reasonable effort, he shall inform the Client of this immediately and at the same time inform him of the expected new deadline. If the service is not possible within the new deadline for reasons for which the Contractor is not responsible, which were not foreseeable and which cannot be eliminated even with reasonable effort, the Contractor shall be entitled to withdraw from the contract in whole or in part. The Contractor shall immediately inform the Client of the existence of such reasons and shall immediately reimburse the Client for any payments already made by the Client.

7. Acceptance of production

- 7.1. The Client must accept the production within ten working days of its transmission, provided that it complies with the contractual agreements, in particular the approved concept. If the Client does not declare acceptance within this period and/or does not assert any defects in writing, the production shall be deemed to have been accepted after expiry of the period.
- 7.2. Acceptance cannot be refused due to minor defects. Only fundamental deviations from the approved turning concept are deemed to be significant defects. Obvious defects must be reported to the Contractor once, completely and comprehensively within ten days.
- 7.3. After acceptance of the production, the Client receives the final production via a link under which the production is stored in the contractually agreed format. The contractual integration of the production into the booked XU Platform (also referred to as: "**Learning Experience Platform, Online Education and**

Exchange Platform", "XU School") of the Contractor corresponds to this format. If a separate link for downloading the production by the Client is agreed, the link shall be active for at least 30 days.

8. Rights and rights of use

- 8.1. All rights to the format, the raw video material, concept, storyboard, design and intermediate products and results shall remain with the Contractor.
- 8.2. Unless otherwise agreed, the production is intended for online use. Accordingly, all rights of use required to fulfil this purpose shall remain with the Contractor. In this respect, the Client grants the Contractor the right to incorporate brands, logos etc. to which the Client is entitled into the production and to use the production as described above.
- 8.3. Subject to the condition precedent of full payment of the agreed remuneration, including remuneration for any agreed additional services and expenses, the Contractor shall grant the Client the simple (i.e. non-exclusive) rights of use to the production, unlimited in terms of time and place.
- 8.4. The above provisions shall also apply in the event and to the extent that the production is not a protectable service.
- 8.5. The Contractor is authorised to use services provided under the contract for its own presentation purposes in all media and to include them in a reference list for advertising purposes.

9. Materials provided by the Client, exemption

- 9.1. Insofar as the Client provides or contributes its own or third party materials, contributions, data or other content, in particular videos, graphics, logos, texts, music, etc. (hereinafter also referred to as "**Client Content**") to the Contractor for use in the production, the Client shall make the Client Content available to the Contractor by the date agreed in the order at the latest. If no date has been agreed, the Client Content shall be made available no later than ten working days before the scheduled shooting date; the date of receipt by the Contractor shall be deemed the date on which the Client Content is made available.
- 9.2. The Client Content shall be made available to the Contractor in accordance with the technical specification attached to the order. The technical quality of the Client Content is the sole responsibility of the client. If the Client Content is delivered in other technical formats, the Contractor shall be entitled to convert the formats and charge the conversion costs to the Client. The Contractor shall endeavour to obtain the Client's consent prior to conversion.
- 9.3. At the same time as sending the Client Content, the Client shall provide the Contractor with any information required for the licence agreements with collecting societies, in particular the name of the producer, the publisher, the composer, the title and the length of the music used. The Client shall be responsible for any licence fees payable to collecting societies.
- 9.4. The Client warrants to the Contractor that the Client Content does not violate applicable law or infringe the rights of third parties or will be infringed in the future by the expiry of any rights or licence rights. The Contractor is not obliged to check whether the Client Content is suitable for the purposes pursued with the production or whether it violates legal regulations or the rights of third parties.
- 9.5. The Contractor is only obliged to retain or store the Client Content for three months after acceptance of the production. After expiry of the retention period, the Contractor shall be entitled, but not obliged, to destroy the Client Content. The Client Content shall only be returned to the Client upon special written request prior to the expiry of the three-month period. In any case, the Contractor shall be entitled to retain and store the Client Content for as long as necessary for the fulfilment of the contract, in particular with regard to any existing warranty claims of the Client, or to comply with mandatory statutory retention periods.
- 9.6. The Contractor shall be entitled to reject Client Content on the grounds of its origin, content, form or technical quality in accordance with objectively justified principles, in particular if its content violates statutory provisions or the rights of third parties. In such cases, the Client is obliged to immediately provide new or modified Client Content to which the reasons for rejection do not apply. Should this lead to delays in the production process, the Client shall grant the Contractor a corresponding extension of all deadlines for the provision of the affected services and offer corresponding alternative dates. Any costs incurred by the

Contractor as a result of the justified rejection of the Client's content shall be reimbursed to the Contractor by the Client.

- 9.7. The Client warrants that it holds all copyrights, ancillary copyrights, rights of use and other rights necessary for the intended use of the Client Content and/or is authorised to grant the Contractor the necessary rights of use.
- 9.8. The Client further assures to obtain the express, written and irrevocable consent to the utilisation of the personal data from all natural persons, in the case of minors from their legal representative, who are involved in the production and from whom personal data (e.g. images/film recordings) are processed in the context of the production, before the start of the production and to prove or confirm this to the Contractor. If this is not possible in all cases before the start of production, the Client shall do so at the latest by the time the production is completed in accordance with Section 4.1. If the Client is unable to confirm the written, irrevocable consent of the natural persons involved by the agreed completion date, the Contractor shall not be in default with its obligation to perform until the Client has submitted all declarations of consent.
- 9.9. The Client transfers to the Contractor all rights of use with regard to the Client Content that are necessary for the fulfilment of the contract by the Contractor.
- 9.10. Insofar as the Client provides or contributes Client Content to the Contractor, the Client shall indemnify the Contractor against all direct and indirect damages, claims, costs (including the costs of reasonable legal defence), expenses and other disadvantages incurred by the Contractor as a result of third parties asserting claims against the Contractor due to an infringement of third party rights or a violation of statutory provisions in connection with the use of the services, in particular the distribution of Client Content (such claims hereinafter also referred to as "**Third Party Claims**"). The Client shall support the Contractor in any judicial and extrajudicial assertion of Third Party Claims and shall provide the Contractor immediately upon request with all data, documents and other materials that the Contractor deems necessary or helpful in the context of the dispute with Third Party Claims. In addition, in the event of the justified assertion of Third Party Claims, the Contractor shall be entitled to withdraw from the contract or to terminate the contract without notice.

10. Additional services

- 10.1. The Contractor shall be entitled to demand additional remuneration for subsequent change and extension requests by the Client (also referred to as "**additional services**" in these contractual terms and conditions with regard to services provided by the Contractor). Additional services shall be deemed to be additional services in particular if the Contractor makes changes or additions after (partial) acceptance at the request of the Client which relate to (partial) services already accepted. This also applies if acceptance by the Client has not yet taken place, but the requirements for acceptance have been met.
- 10.2. Unless otherwise agreed, the Contractor shall not be obliged to provide additional services.
- 10.3. Unless otherwise agreed or otherwise specified in these contractual terms and conditions, additional services shall be remunerated at an hourly rate of EUR 150.00 plus the applicable statutory VAT and invoiced in time units of 0.25 hours (15 minutes) or part thereof.

11. Warranty, exemption

- 11.1. In the event of defects and other breaches of duty by the Contractor, the statutory provisions shall apply, unless and insofar as otherwise stipulated above and below.
- 11.2. Insofar as no agreements are made between the parties with regard to the content and design of the production, the Contractor shall otherwise have artistic freedom of design. The Client shall have no right to issue instructions to the Contractor with regard to the content and design of the production.
- 11.3. The Contractor shall not assume any guarantee for a specific quality of the production. In particular, the Client does not guarantee that the production enjoys protection under copyright, trade mark or competition law.
- 11.4. The Contractor shall not be liable for the defectiveness or illegality of the Client's Content and any resulting defects in the production or damage to the Client or third parties. If the Contractor commissions external

services necessary for the fulfilment of the contract, the respective Contractors are not vicarious agents of the Contractor.

- 11.5. The Contractor shall also be liable for damages within the scope of the warranty solely in accordance with the provisions of the following Section 12 of these contractual terms and conditions.
- 11.6. The Client may only withdraw from or terminate the contract due to a breach of duty that is not based on a defect if the Contractor is responsible for the breach of duty, the breach of duty is serious and cannot be remedied by subsequent fulfilment.
- 11.7. The Client must notify the Contractor in writing of obvious defects immediately after handover; otherwise, claims by the Client due to these defects are excluded.

12. Other provisions

- 12.1. The Client may only transfer the rights and obligations arising from or in connection with these contractual terms and conditions or the contracts subject to these contractual terms and conditions to third parties with the prior written consent of the Contractor.
- 12.2. Legally relevant declarations and notifications to be made by the Client to the Contractor after conclusion of the contract (e.g. setting of deadlines, notifications of defects, declarations of cancellation or reduction) must be made in writing to be effective.
- 12.3. Amendments and additions to the individual agreements and these contractual terms and conditions shall be made in writing. This also applies to amendments and cancellation of this agreement regarding the written form. The provisions of Section 12.4 below of these contractual terms and conditions remain unaffected.
- 12.4. The Contractor is authorised to amend these contractual terms and conditions with the consent of the Client, provided that the amendment is reasonable for the Client, taking into account the interests of the Contractor. Consent to the amendment shall be deemed to have been given if the Client does not object to the amendment within four weeks of receipt of the notification of amendment. The Contractor undertakes to inform the Client of the consequences of failing to object with the notification of change.
- 12.5. Unless expressly stipulated otherwise in these contractual terms and conditions, the written form within the meaning of these contractual terms and conditions shall be deemed to be the dispatch and receipt of handwritten, signed documents in scanned or digitally signed form by e-mail.
- 12.6. If the Client is an entrepreneur, these contractual terms and conditions and contracts subject to these contractual terms and conditions, including all legal disputes concerning or in connection with their conclusion, effectiveness and implementation, shall be governed exclusively by the substantive law of the Federal Republic of Germany, to the exclusion of the United Nations Vienna Convention on Contracts for the International Sale of Goods of 11 April 1980.
- 12.7. If the Client is an entrepreneur, the exclusive - also international - place of jurisdiction for all disputes arising from or in connection with these contractual terms and conditions or the contracts subject to these contractual terms and conditions, including all legal disputes concerning or in connection with their conclusion, effectiveness and implementation, shall be Berlin. The Contractor shall also be entitled to take legal action at any other legally competent court.
- 12.8. Should a provision of these contractual terms and conditions or the contracts subject to these contractual terms and conditions be or become invalid or unenforceable, the remaining provisions of these contractual terms and conditions shall remain unaffected. The parties undertake to replace ineffective or unenforceable provisions with such enforceable and effective provisions that come closest to the economic purpose of the provisions to be replaced. The above provision shall apply accordingly to unintended loopholes.

Berlin, 15.06.2025

XU Group GmbH
Mehringdamm 33, 10961 Berlin,
listed in the commercial register Charlottenburg District Court, registration number: HRB 172976 B,
represented by the managing directors Dr Christopher Jahns and Nicole Gaiziunas-Jahns
www.xu.de
hallo@xu.de