

## General Terms and Conditions of DAPP AG

### 1. General

All services (customer care, conception, organisation and planning of events, transport, hotel reservations and subcontracting to third parties) between the customer and DAPP AG are subject exclusively to these "General Terms and Conditions". Deviating terms and conditions of the customer shall only be effective if they are expressly recognised by DAPP AG in writing. Any deviations from or amendments to these "General Terms and Conditions" shall be effective in writing only. Should any individual provisions of these "General Terms and Conditions" be ineffective, this shall not prejudice the binding nature of the other provisions and the contracts based on them. The ineffective provision shall be replaced by an effective provision which comes as close as possible to the original intention.

### 2. Conclusion of contracts

2.1 The basis for the business relations between DAPP AG and the customer is the contract they have concluded which governs the services to be provided by DAPP AG, the remuneration and the mode of payment.

The agreement between DAPP AG and the customer is concluded as a result of the acceptance by DAPP AG of the offer made by the customer. DAPP AG shall give the customer an order form which the customer completes and returns to DAPP AG with a valid company signature (by mail, fax). The customer is bound by this offer. The DAPP AG confirmation of acceptance shall also be in writing (mail, fax). DAPP AG reserves the right, on receipt of an order, to accept or reject the offer at its own discretion and, in particular, having checked the availability of the services.

2.2 The customer shall be notified immediately of any alterations or deviations of individual services from the agreed content of the contract which may become necessary after conclusion of the agreement. To the extent that any such alterations do not or only insignificantly affect the agreed content of the contract, the customer shall not be entitled to terminate the contract or to compensation on the basis of these deviations. DAPP AG is entitled to modify parts of the event programme in accordance with the customer with deviations from the service described.

2.3 In the case of services in connection with games of major soccer events (such as World Cups, European Championships, international team competitions and national leagues) there may be alterations in the game schedule, venues and match dates. In this case DAPP AG will make every effort to provide equivalent substitute or altered services. Any additional costs arising in this context shall be borne by the customer. The customer has no claim against DAPP AG for any alterations for which DAPP AG is not responsible.

If a match is cancelled, the customer is not entitled to a refund.

2.4 DAPP AG provides its own services and also acts as an agent for third party services. Insofar as DAPP AG is acting as an agent for third party services and concludes contracts with third parties to provide a service, such a contract shall be concluded in the name and with the authorisation of the customer.

### 3. Payment

3.1 Invoices of DAPP AG are due for payment immediately and without deductions. Deviating payment targets and modes of payment can be agreed in the individual contracts.

3.2 If agreed payment targets are not fulfilled, DAPP AG is entitled to withdraw from the contract without any further notice. This does not prejudice the right to further compensation claims.

## 4. Cancellation

In cases covered by German law, the customer has the right to withdraw from the contract. In this case DAPP AG is entitled to reasonable compensation. The level of compensation depends on the agreed price minus the value of saved expenditure by DAPP AG and what DAPP AG may be able to achieve by using the service otherwise.

The right of the parties to the contract to extraordinary termination remains unprejudiced.

## 5. Liability

5.1. The liability of DAPP AG, its staff and vicarious agents is, regardless of the legal reason, limited to liability for intent and gross negligence, whereby DAPP AG shall be liable for slight negligence in the event of an infringement of a significant contractual obligation.

5.2. If a claim is brought against DAPP AG due to slight negligence pursuant to the preceding paragraph, the liability of DAPP AG is limited to typical damages which were foreseeable on conclusion of the contract or, at the latest, on infringement of the contractual obligation concerned..

5.3 In addition to this, the parties to the contract agree that any claim for compensation against DAPP AG is limited to the agreed fee.

5.4 The customer shall be liable for damages caused by him and/or his guests in accordance with the legal stipulations.

5.5 Defects or failure of our services due to force majeure such as inaccessibility of the event location, inclement weather, excusable unavailability of service providers etc. shall not affect DAPP AG's contractual claim to remuneration.

5.6 In the case of subcontracted services the respective service provider or organiser shall be liable. DAPP AG shall only be liable here for the careful selection and monitoring in accordance with the duty of care of a prudent businessman.

5.7 The customer shall report and substantiate all claims and complaints immediately and in writing. In the case of justified complaints and the existence of compensation claims of the customer, DAPP AG shall be liable in accordance with the above provisions, in particular the restriction pursuant to section 5.4 of these "General Terms and Conditions" shall apply.

## 6. Right of ownership and copyright

6.1. All services of the agency (e.g. ideas, concepts for events etc.) and parts thereof remain the property of DAPP AG. By paying the fee the customer only acquires the right to use the services for the agreed purpose. Unless there is any other agreement with DAPP AG, the customer may only use the services of DAPP AG himself and only for the duration of the contract.

6.2. Alterations of DAPP AG services by the customer are only permissible with the express consent of DAPP AG and – insofar as the services are protected by copyright – of the copyright holder.

6.3. The consent of DAPP AG is required for the use of DAPP AG services which go beyond the originally agreed purpose and scope of use, regardless of whether these services are protected by copyright. In this case DAPP AG and the copyright holder shall be due reasonable remuneration.

## 7. Applicable law and place of jurisdiction

7.1. This contract is subject to and shall be interpreted in accordance with the law of the Federal Republic of Germany. Insofar as legally permissible, the ordinary courts in Munich, Germany shall hold exclusive jurisdiction for any disputes arising from, or in connection with, this contract.

## 8. Severability clause

If a provision of these terms and conditions is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this act.