

# United Visions Ltd. – STANDART TERMS OF CONTRACT (STC) FOR PURCHASE OF GOODS AND SERVICES

## I. DEFINITIONS, APPLICABILITY, ISSUE OF ORDERS

1. The terms "order" and "contractor" shall be interpreted in accordance with commercial law. The term "order" describes the contractual relationship irrespective of the type of contract involved. The term "Contractor" describes the person principally responsible for performance of the order. UNITED VISIONS GmbH ("United Visions") is hereinafter referred to as "Agency". The term "Client" describes persons who have a contractual relationship with United Visions and are the ultimate recipient of the goods and services to be provided by the Contractor.
2. These Standard Terms of Contract apply to all declarations of intent issued and all contracts entered into by United Visions and/or the Client vis-à-vis the Contractor and also to all other legally binding or similar transactions taking place between the aforesaid parties, irrespective of whether United Visions concludes the contract in its own name and for its own account, in its own name for a third party's account or in the name and for the account of a third party.
3. Any terms and conditions stipulated by the Contractor but conflicting with these Standard Terms of Contract shall not be applicable. Unless otherwise expressly confirmed by the Agency's written acceptance, any counterclaims upheld by the Contractor with reference to his own terms of contract shall be null and void and shall in no case constitute an integral part of the contract.
4. Any verbal agreements, order confirmations or amendments or other agreements of any kind whatsoever shall not be valid unless confirmed in writing.

## II. DEADLINES, DELIVERY DATES, PLACE OF PERFORMANCE

1. All agreed deadlines and delivery dates shall be binding. The Contractor must inform United Visions immediately of any circumstances which could result in failure to meet these obligations.
2. The Contractor shall effect delivery of all goods and/or services ordered to the address designated as place of performance at his own expense and risk.
3. In the event of the Contractor's failure to meet an agreed delivery date, United Visions shall be entitled to demand payment of a penalty equivalent to 0.1% of the net order value for each working day of delay. Should the delay relate to a clearly definable part delivery, the penalty will be calculated on the value of that part delivery. The maximum penalty payable shall not exceed 5% of the net order value. The Contractor shall be entitled to show proof that the actual loss caused by the delay was less than the penalty or that no loss was involved at all. United Visions reserves the right to press additional claims, in particular to cancellation of contract or compensation, whereby the amount of any already imposed penalty payment relating to the same delivery or part delivery shall be deductible from the compensation thus claimed. United Visions shall be entitled to claim payment of the penalty at any time prior to final settlement, even in cases where it has not expressly reserved this right when accepting performance.

## III. ORDER SPECIFICATION

1. The quantitative specification stated in the order shall be binding. No payment will be made for excess quantities, even in cases where these are attributable to technical circumstances. Sketches, outlines, drafts etc., especially those relating to alternative proposals, are included in the order specification and shall not constitute claims to supplementary payments.
2. The Agency shall be entitled to demand changes in design or execution after conclusion of the contract, subject to the proviso that such changes do not constitute an unreasonable burden for the Contractor. In such cases, the parties shall negotiate appropriate contractual amendments to make allowance for ensuing cost variances and adjustment of delivery dates. In the event of failure to reach agreement, the Agency shall be entitled to take an equitable decision on the matter at its sole discretion, the Contractor being entitled to refer the matter to the competent court.

## IV. LIABILITY

1. The Contractor's liability shall be in accordance with the relevant legal provisions.
2. United Visions and its vicarious agents shall not be liable for minor acts of negligence except in cases where a substantive breach of contract (Kardinalpflicht as defined in German law) or where loss through delay in or impossibility of performance is involved. The liability of and the compensation payable by United Visions and its vicarious agents resulting from minor negligence involving breach of contract or tortious act or liability for loss incurred through unproductive expenditure shall be limited to amounts which are foreseeable and typical. The foregoing limitations of liability shall not apply in cases involving absence of guaranteed characteristics, fraudulent intent, death, bodily injury, health impairment, defects of title or liability under the German Product Liability Act.
3. The Contractor shall not be entitled to file claims for compensation of loss resulting from United Visions justifiable challenge of printing or transmission errors not caused through his fault.

## V. ACCEPTANCE, COMPLAINTS, WARRANTY

1. Deliveries relating to design or production of content (film, graphic, event) must provide a solution to the specified task and, where applicable, conform to models and instructions submitted to the Contractor, and also to the relevant laws and regulations and the latest technical standards. They must possess the technical and artistic quality of samples presented by the Contractor prior to conclusion of contract. The Contractor is further responsible for informing United Visions of any discernible legal objections to the planned advertising activities.
2. United Visions is under an obligation to perform an acceptance procedure on the results of any individually definable work performed in connection with the contract, (e.g. drafts, graphic moods), whereby acceptance will be deemed to have taken place in cases where the work is neither formally accepted nor rejected within two weeks of its submission by the Contractor for acceptance, accompanied by his confirmation that the work is ready for acceptance and his request for its acceptance.
3. All complaints must be filed promptly by United Visions within 10 working days of discovery of the relevant defect during the normal course of the Agency's business. This also applies to obvious defects. Payment for the work thus delivered shall in no way imply waiver of United Visions right to file complaints.
4. The Agency is entitled to press all warranty claims stipulated under German law without any exceptions whatsoever.

5. The Agency shall be entitled to stipulate method of remedy of defects in all cases including contracts for work and/or services. Section 439 of the German Civil Code (BGB) shall apply accordingly.
6. All defects must be remedied at first attempt; if not remedied at first attempt, the remedy is deemed to have failed.
7. In the event of the Contractor's failure to remedy the defect in the goods supplied or the services performed within a reasonable period stipulated by the Agency, United Visions shall be entitled to remedy the defect itself and demand reimbursement of the expenditure thereby incurred, except in cases where the Contractor can show valid grounds for refusing to remedy the defect. The regulations set out in Section 637 of the German Civil Code (BGB) on rights to make alternative arrangements for performance of remedial action in contracts for work and services shall apply accordingly. The period granted to the Contractor for remedy of defects must be calculated in such a way that United Visions is still able, in the event of the Contractor's failure to remedy the defect, to arrange for performance of the order by another Contractor, thereby enabling United Visions to meet subsequent delivery commitments.

## **VI. INVOICE, PRICE, PAYMENT TERMS, RETENTIONS, OFFSET OF OTHER CLAIMS**

1. Invoices must be submitted to United Visions immediately on completion of delivery.
2. The agreed price must not be exceeded and includes all charges, costs and fees incurred by the Contractor (e.g. for transport, packing, official charges, social security charges for self-employed creative persons and customs duties).
3. Unless otherwise contractually agreed, no remuneration will be payable for travel, meetings, presentations, negotiations and/or for preparation of offers and projects.
4. Unless otherwise contractually agreed, payment will be effected either less 3% discount within 14 days of receipt of invoice (original invoice) or net without any deductions within 30 days.
5. Any interest payable through United Visions failure to meet agreed payment terms shall not exceed a level of 3% above the base rate (Basiszins) applying at the given time.
6. The Contractor shall only be permitted to refuse performance on grounds relating to the same contract. The Contractor is not permitted to offset counterclaims against due claims of the Agency except in cases where such counterclaims can be shown to be undisputed in a written statement issued by the Agency or are res judicata.

## **VII. COPYRIGHT, USUFRUCTUARY RIGHTS, ANCILLARY COPYRIGHT**

1. The Contractor and United Visions hereby confirm their mutual understanding that United Visions must be in a position to use and exploit the results of the Contractor's work and services (hereinafter collectively called Work Results), either itself or through third parties (in particular, through its clients), in the broadest conceivable way. To this end the Contractor hereby grants United Visions exclusive, unlimited temporal and geographical rights of exploitation of the contents of his Work Results for all currently known and as yet unknown types of use, and also the right to use images of the model, in accordance with the object of each individual contract. The foregoing use can be for advertising or non-advertising purposes and for first or multiple exploitation. The type of use can include all forms of printed advertising material (advertisements, posters, supplements, catalogues, brochures, packaging materials and any other form of printed advertising material), films (fair, events, internet, apps and TV / cinema), magnetic tapes (film cassettes, audio and video cassettes), online and offline use from electronic data carriers (databanks, CD-ROM, CD-I, MO drives, DAT, discs, internet, multimedia). Permitted methods of duplication include printing, copying on to film or magnetic tape, machine-readable storage and electronic copying. Permitted methods of dissemination include distribution to the general public, broadcasting, performance, exhibition, (remote) data transmission. Further authorised uses include use of parts of the Work Results (including exploitation of extracts, photo composing, film composing), modification rights, transfer of exclusive usufructuary rights, in whole or in part, to third parties, in particular to Clients. United Visions is entitled to use the Work Results for an indefinite period as an integral part of its own advertising activities on its website and on the CD-ROMs regularly produced by it for self-advertisement purposes, and to submit the Work Results as entries to advertising competitions.
2. When submitting his offer, the Contractor must therefore inform United Visions whether and, if so, which of the usufructuary rights listed in Paragraph 1 of this clause he has transferred to performing rights or copyright collecting societies.
3. The Contractor undertakes to give United Visions prompt notice (in textual form) of any change of the address to which a planned new use of the Work Results should be communicated.
4. Should transfer of usufructuary rights be excluded under a separate written agreement, notwithstanding the provisions contained in Paragraph 1 of this clause, the Agency shall be entitled to demand their subsequent transfer, in whole or in part, in return for appropriate remuneration. The level of any such remuneration shall be based – as far as possible – on the rates already agreed by the Contractor or on the rates usually applying with copyright collecting societies. In cases where neither of these comparative options is available, the Agency shall be entitled to take an equitable decision on the matter at its sole discretion, the Contractor being entitled to refer the matter to the competent court.
5. The Contractor acknowledges that provisions for enforcement of claims relating to United Visions or the Client's rights to use the Work Results or to determine whether the amount of remuneration for purchase of usufructuary rights decided by United Visions (see Paragraph 4 of this clause) by recourse to the competent courts are fair and adequate and constitutes adequate legal protection of his rights, and consequently waives his right to claim preliminary legal protection (by temporary injunctions or seizure) in cases where United Visions decides the level of remuneration payable and has actually paid that amount to the Contractor.
6. Should the Contractor make use of employees and/or subcontractors and/or other third parties for performance of the order, he undertakes to acquire the full range of usufructuary rights listed in Paragraph 1 of this clause owned by all these persons and to transfer these to the Agency. He further undertakes to impose on these persons for the work and services provided by them the same obligations vis-à-vis United Visions as he himself has accepted for his own work and services.
7. The Contractor hereby guarantees that no third-party rights (e.g. personal privacy rights of photographic models) exist, which could hinder or impair transfer of the usufructuary rights to the Work Results provided by him under the contract and/or the agreed use of these Work Results. Should any third party file substantiated claims against the Agency or its Client alleging infringement of rights through use of the Contractor's Work Results, the Contractor undertakes either to modify those Work Results or to produce new Work Results no longer infringing any third-party rights on or before a date stipulated by United Visions, or to acquire the necessary rights from those third parties at his own expense. In the event of the Contractor's failure to take the foregoing remedial action on or before the stipulated date, United Visions shall be entitled, at the Contractor's expense, to make the necessary modifications, either itself or via a third party, or to obtain the necessary approval from the third parties filing the complaint. The Contractor indemnifies United Visions against third-party claims arising from infringement of property rights through his fault. The Contractor shall also bear the cost of legal defence necessitated through his fault.
8. The Contractor must offer the usufructuary rights to be transferred by him not only for unlimited use as stipulated in Paragraph 1 of this clause, but also and in addition for limited use for the type of advertising material for which they were intended at the time of issue of the order. Any other restriction of their use must be explained in a supplementary alternative offer, in which the fee for work and services and the fee for transfer of rights must be shown as separate items. In the event of failure to comply with this requirement, the agreed remuneration shall be deemed to constitute payment in full of both these items.

9. The Contractor undertakes to obtain a signed statement from photographic models confirming their agreement to transfer of usufructuary rights and to submit this to United Visions on or before date of acceptance of the Work Results.
10. The Contractor acknowledges that there is no obligation to name authors within the limits which are customary in the advertising sector.

#### **VIII. ACQUISITION OF INTELLECTUAL PROPERTY, PRODUCTION MATERIAL, STORAGE, BACKUP, RIGHT OF RETENTION**

1. Through payment of the Contractor's fee United Visions acquires title to all illustrations, graphics and reproductions of printed matter, e.g. copy, photographs, matrices, lithographs, films, tools, electronic files etc., produced or acquired by the Contractor for the purpose of performance of the order. This also includes any sketches, outlines and drafts not handed over to United Visions and all backup copies. As from the date of payment of the fee the Contractor is responsible for safe custody of these items until the date of their handover to United Visions. In cases where subcontractors are involved, the Contractor is responsible for ensuring that this transfer of title to United Visions is clearly stated in the relevant contracts. United Visions undertakes to accept delivery of the foregoing items not later than six months after date of acceptance of work results, if this requested by the Contractor.
2. The Contractor must create a backup copy of every electronic file relating to the order on a separate data carrier and store this separately from his primary data carrier.
3. Any items received by the Contractor in connection with performance of the order from either United Visions or the Client, must be used solely and exclusively for this purpose. They remain the property of United Visions or the Client respectively. The Contractor is responsible for their safe custody and must return them to their respective owners on first request.
4. The Contractor has no right of retention on items thus coming into his possession.

#### **IX. SECRECY**

1. The Contractor must treat all documents and information coming into his possession in connection with the order, including the content and other items listed in Clause VIII above, and also any other secret information on the Agency's business in strict confidence. This obligation remains binding after completion of the relevant order and even if the order is not actually performed. In addition, the contractor must always comply with the instructions given by the contracting body as well as with the contracting body's specific guidelines and regulations, in particular its non-disclosure agreements, risk analyses, security policies, etc.
2. The Contractor must also impose this secrecy undertaking on all employees, subcontractors, models etc. involved in execution of the order, in cases where this is necessary for the purpose of guaranteeing secrecy.
3. The Contractor is entitled to use copies of his Work Results for his own advertising purposes subject to the United Visions prior written consent.

#### **X. TRANSFER OF RIGHTS**

The Contractor is not entitled to transfer or otherwise assign the rights and, in particular, the rights to remuneration, accruing to him from the order.

#### **XI. ORDERS ISSUED IN CLIENT'S NAME**

All orders must be executed through United Visions even when issued on behalf of a third party. When issuing orders on behalf of a Client, United Visions accepts no liability for either fulfilment of contract by the Client or for his creditworthiness (which it does not investigate).

#### **XII. FINAL PROVISIONS**

1. Should any individual provisions of these Standard Terms of Contract prove invalid, this shall not affect the validity of the remaining provisions. In this case the parties will agree a new contractual provision corresponding as closely as possible in commercial and financial terms to the invalid provision.
2. The place of jurisdiction for all disputes between the Agency and a Contractor who is registered in a commercial register shall be Berlin.
3. These Standard Terms of Contract are governed by Federal German law to the exclusion of German international private law.

# UNITED VISIONS Ltd. - STANDARD TERMS OF CONTRACT (STC) FOR PROVISION OF AGENCY SERVICES

## I. DEFINITIONS, APPLICABILITY

1. These Standard Terms of Contract apply to all services provided by United Visions. The terms "order", "contractor" and "client" shall be interpreted in accordance with commercial law. The term "order" describes the contractual relationship irrespective of the type of contract involved. The term "contractor" describes the legal person principally responsible for provision of services. The term "Client" describes the legal person who is the principal recipient and is liable for payment of the services.
2. Unless otherwise confirmed in writing by United Visions, any of the Client's terms and conditions conflicting with these Standard Terms of Contract shall not be applicable.

## II. DEADLINES, DELIVERY DATES

1. Unless otherwise expressly agreed in writing, all agreed deadlines and delivery dates are without obligation and serve solely as rough guides.
2. United Visions shall bear no liability whatsoever for delivery delays attributable the Client's failure to fulfil his obligations to cooperate with the Agency.
3. In the event of the Client's failure to issue prompt confirmation of his acceptance of work and/or services or otherwise culpably infringes his obligation to cooperate, United Visions shall be entitled to demand compensation for losses, including additional expense, thereby incurred. The Agency also reserves the right to claim further compensation.

## III. ORDER SPECIFICATION, REMUNERATION

1. United Visions quantitative specification defines the scope of the services to be provided and the remuneration payable. In cases where no price is quoted for a service item, this item will be chargeable at the rate stated in United Visions latest pricelists. Any supplementary expenses incurred by United Visions, especially when attributable to amendments or additions requested by the Client, will be invoiced as supplementary items at either the agreed daily rates or the rates stated in United Visions pricelists as of the date of issue of the order.
2. The Client shall bear the liability for losses occurring through his fault in provision of incomplete, erroneous or subsequently amended data and other information necessitating revision or repetition, in whole or in part, of work already performed by United Visions or causing delay in performance of such work.
3. United Visions shall be entitled to have the services performed by third parties acting as subcontractors. The Client shall not be entitled to veto involvement of any individual third party, unless he can show adequate grounds for his objection to that third party.
4. Should the Client serve notice of premature termination of any order issued to United Visions, the fee payable to United Visions shall be determined pursuant to the provisions of Section 649 of the German Civil Code (BGB) regulating arrangements between parties to contracts.
5. Unless expressly stated in the order, United Visions will not be responsible for verifying legality of advertising (in particular, in respect of competition, trademark or medicines law). Should the Client delegate this responsibility to United Visions, he shall, unless otherwise agreed, bear all charges and other costs thereby incurred by both United Visions and third parties thereby involved (lawyers, official institutions etc.) at normal market conditions.
6. United Visions is under no obligation to verify the accuracy of statements relating to the Client's products and/or services claimed or approved by the Client.
7. Unless otherwise expressly agreed, United Visions services will be in conformity with contract even in cases where they cannot be registered or otherwise protected (e.g. by patents, trademarks, copyright). United Visions is entitled but not obliged to file applications for registration of its services as intellectual property.
8. United Visions will submit all drafts, outlines, sketches created by it in connection with the order to the Client for examination and approval prior to publication. When issuing his approval, the Client assumes full responsibility for the accuracy of content, images, soundtrack and texts.
9. If concepts, treatments, screenplays, etc. are provided to the contracting body prior to the conclusion of the contract, these shall remain the physical and intellectual property of United Visions. It is strictly prohibited to copy and/or pass these items on to a third party. If no contract is concluded, these items must be destroyed, deleted or given back to United Visions immediately.
10. When carrying out the actual filming (e.g. when using a production vehicle), the contracting body shall make all necessary arrangements (e.g. insurance for the production vehicle), including arranging for all necessary items (e.g. vehicle registration papers) and/or individuals (technicians, car cleaners, precision drivers, etc.) required for the filming; the contracting body shall make all feasible arrangements with United Visions and assume any related additional costs. The contracting body is responsible for the delivery and retrieval of all filming-related items to and from the respective locations.
1. Any security provisions required during the shoot (e.g. with regard to prototypes) must be communicated and implemented by the contracting body (e.g. by means of security personnel). United Visions assumes no liability in this sphere.
2. Unforeseen circumstances and/or circumstances for which United Visions is in no way responsible (e.g. bad weather, transport damages, cancellation of testimonials/actors, etc.) can bring about cancellations, stoppages, relocations, delays and the like; any costs resulting from such circumstances must be borne by the contracting body.
11. If the contracting body requests third-party material (film clips, music, etc.) from United Visions, the contracting body alone is responsible for any claims that may arise as a result.

## IV. PRODUCTION (AWARD, COORDINATION AND SUPERVISION OF PRODUCTION ORDERS FOR ADVERTISING MATERIAL)

1. United Visions will identify suitable companies/persons to produce advertising materials, and will issue production orders after receiving the Client's approval in textual form. Unless otherwise expressly agreed in textual form, United Visions will issue production orders in the name and for the account of the Client.
2. United Visions will coordinate on going production, control the production work and verify the invoices of the companies/persons responsible for production.

## **V. LIABILITY, WARRANTY**

1. United Visions shall be liable for loss or damage resulting from its wilful act or gross negligence within the limits stipulated under German law. Warranty claims for defects will however lapse 12 months after date of delivery or provision of the relevant goods or services.
2. United Visions and its vicarious agents will not be liable for loss or damage resulting from minor negligence, except in cases where a substantive breach of contract (Kardinalpflicht as defined in German law) or where loss through delay in or impossibility of performance is involved.
3. Any liability of United Visions or its vicarious agents for a substantive breach of contract or a tortious act resulting from their minor negligence shall be limited to compensation for unproductive expenses incurred by the Client at a level which was foreseeable or typical.
4. The foregoing limitations of liability shall not apply in cases involving absence of guaranteed characteristics, fraudulent intent, death, bodily injury, health impairment, defects of title or liability under the German Product Liability Act.
5. The Client shall not be entitled to file claims for compensation of loss resulting from United Visions justifiable challenge of printing or transmission errors not caused through the Agency's fault.
6. Any necessary improvements or re-workings (e.g. editing) will be carried out by United Visions to the extent explicitly stated in the agreement. Any additional costs incurred for services that go beyond what is explicitly stated in the agreement shall be borne by the contracting body.

## **VI. ACCEPTANCE**

1. The Client is under an obligation to perform an acceptance procedure on the results of any individually definable work performed in connection with the contract, (e.g. drafts, sketches), whereby acceptance will be deemed to have taken place in cases where the work is neither formally accepted nor rejected within seven days of its submission to the Client, subject to the proviso that it corresponds substantially to the agreements reached between the parties. If discrepancies are discovered, United Visions will remedy these within a reasonable period and resubmit the revised work results for acceptance. Acceptance shall be deemed to have taken place not later than the date of payment of the relevant invoice or first use of the work.
2. Any raw material shall be and remain the property of United Visions.

## **VII. INVOICE, PRICE, PAYMENT, PAYMENT TERMS**

1. United Visions will invoice its work and services immediately after their delivery or provision.
2. Unless otherwise agreed, invoices fall due for payment net without any deductions within 10 days of invoice date.
3. All prices are net and subject to turnover tax at the legally applicable rate. Customs duties, charges and other levies, such as social security charges for self-employed creative persons, will be borne by the Client, even in cases where these are demanded at a later date.
4. The Client shall not be entitled to offset counterclaims against United Visions claims for remuneration, except in cases where such counterclaims are either undisputed or res judicata. The Client shall have no right of retention, except in cases where his claims are undisputed or res judicata.

## **VIII. EXPENSES**

1. Each party will bear its own postage and telecommunication costs incurred during transaction of its business with the other party.
2. The Agency will charge travel expenses to the Client as follows:
  - a. payments to third parties: without surcharges against voucher,
  - b. Travel costs in own vehicle: 0.30 Euro/km and/or with an additional individual 0.32 Euro/km
  - c. Food, boarding and any other incidental expenses will be reimbursed according to the daily allowance (expense chart) in Germany and abroad.
- d.

## **IX. COPYRIGHT, USUFRUCTUARY RIGHTS, OTHER INTELLECTUAL PROPERTY RIGHTS**

1. Unless otherwise stipulated in the Agency's quantitative specification, the Client will, after payment in full of United Visions remuneration, acquire usufructuary rights permitting use of the work products (f.e. film, graphics) designed by the Agency for the purpose defined in the contract for either the duration of the agreement or 6 months from the date of his acceptance of the work performed and services provided by United Visions, whichever is the longer. The usufructuary rights are geographically limited to the territory of the Federal Republic of Germany. The Agency's prior written consent must be obtained for further processing or modification of contents of advertising materials designed by the Agency. Transfer or licensing of usufructuary rights to any third party requires United Visions prior written consent, without which any such transfer or licensing will be null and void.
2. United Visions will obtain any usufructuary rights, e.g. (z. B. photographic, film or GEMA rights, copyrights, buyouts) and other third-party consents required for production or use of United Visions work results in the name and for the account of the Client. Unless otherwise expressly agreed in textual form, such rights and consents will be limited to the temporal and geographical requirements and the extent and content needed for the proposed advertising activity. The cost of any additional requirements shall be borne by the Client in accordance with the provisions of Sections 32 and 32a of the German Copyright Act (UrhG).
3. United Visions accepts no liability for the non-existence of third-party rights to the work product.
4. United Visions is permitted to use the results of the work conceived by them for an unlimited period of time for the following purposes, among others: for self-promotion on the United Visions website, as part of the show reel produced on a regular basis by United Visions for the purposes of self-promotion, as well as part of submissions to competitions.
5. United Visions will retain usufructuary rights to all drafts, sketches, outlines which have been rejected by the Client or not further developed. This also and specifically applies to those services and work not protected by intellectual property rights, especially copyright.

## **X. FINAL PROVISIONS**

1. Should any individual provisions of these Standard Terms of Contract prove invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new provision corresponding as closely as possible in commercial and financial terms to the original provision.
2. The place of jurisdiction for all disputes between United Visions and a Client who is registered in a commercial register shall be in Berlin.
3. These Standard Terms of Contract are governed by Federal German law to the exclusion of German international private law.