



Screen Provider Agreement

- the user is hereinafter referred to as „**Screen Provider**“ -

- and -

FRAMEN GmbH

Amtsgericht Frankfurt am Main HRB 111964

c/o WeWork Taunusanlage 8, 60329 Frankfurt am Main

- hereinafter referred to as „**FRAMEN**“ -

Preamble

FRAMEN is a software provider that includes a digital signage component and a connection to its marketplace. This enables the contractual partner to have its screens filled with external advertising and thus generate advertising revenues. The goal of the cooperation is the profitable monetization of the screens of the screen provider. Both parties have a duty of loyalty to the other.

This agreement describes how the general conditions are regulated.

Conditions

| Implementation | Revenue share* | Reporting |
|-------------------------------|--------------------|------------------|
| FRAMEN Auto-Pro ¹ | > FRAMEN Auto-Lite | Automatic |
| FRAMEN Auto-Lite ² | > Manual Play-out | Automatic/Manual |
| Manual Play-out ³ | up to 20% | Manual |

*A share in the gross booking volumes of the campaigns. Revenue can only be defined in the account, after the implementation was approved by FRAMEN

1 Includes the entire use of the FRAMEN Digital Signage solution and an automatic insertion of advertising content, after approval. Reports on payout are automatically generated here.

2 Describes the implementation of a web container in an existing digital signage solution and an automatic ingest of advertising content. Depending on the technical conditions of the screens, automatic reports can also be generated if necessary.

3 Advertising assets must be downloaded manually from the FRAMEN Dashboard and then imported into another digital signage solution. Here, mandatory reporting in the form of photos/videos in selected locations is required by the screen provider.

Start of contract: Creation date of the account

By using the FRAMEN platform and services both parties hereby declare that they have taken note of and agree to the "General Terms and Conditions for Screen Providers", in particular section 13 "Data Protection".

General terms and conditions for Screen Providers

1 Contracting Party

The contractual partners are FRAMEN GmbH (hereinafter referred to as "FRAMEN"), c/o WeWork Taunusanlage, 60329 Frankfurt am Main (Frankfurt am Main District Court HRB 111964) and the customer (hereinafter referred to as "Screen Provider"), who is not a consumer within the meaning of § 13 BGB (German Civil Code). "Screen provider" is the English term for "screen provider". A FRAMEN Customer is referred to as a "Screen Provider" if FRAMEN Digital Signage products are purchased or used.

2 Subject of the contract

- 2.1 The subject matter of the contract results from these general terms and conditions. These govern the sale and service of FRAMEN Software by FRAMEN and the installation of this FRAMEN Software upon agreement. The software app and platform services required to use FRAMEN Software are provided to the Screen Provider by FRAMEN GmbH or its partners. With this company, the Screen Provider also enters into the agreement for the use of the Software. The transfer of the Software is not subject matter of this Agreement.
- 2.2 Deviating regulations must be in writing. The assumption of a guarantee for certain properties (condition) also requires written confirmation by FRAMEN to be effective.
- 2.3 General terms and conditions of the Screen Provider shall not become part of the contract, even if they are attached to requests for quotations, orders, declarations of acceptance etc. and are not contradicted.
- 2.4 In the context of certain digital signage and marketplace software, FRAMEN will, at the request of the Screen Provider, undertake the registration or order of the registration of corresponding accounts.
- 2.5 FRAMEN may publish the respective Screen Provider for advertising purposes free of charge when Screen Providers participate in advertisements. In addition, FRAMEN may contact the Screen Provider at any time by e-mail, fax and telephone to provide general information. If the contractual partner does not agree with the aforementioned points, it must notify FRAMEN in writing. FRAMEN is entitled to send invoices to the Customer by e-mail to the address stated in the Agreement.

3 Conclusion of the contract

- 3.1 Subject to a separate provision, the contract is concluded upon receipt of the order confirmation, at the latest upon provision of the service by FRAMEN.
- 3.2 Delivery and service dates or deadlines specified in the contracts are only binding if FRAMEN has designated them as binding in writing.
- 3.3 All offers made by FRAMEN are subject to change without notice, unless expressly stated otherwise in the offer. FRAMEN reserves the right to make minor technical deviations from the offer even after acceptance of the offer by the Screen Provider.

4 Services of FRAMEN

- 4.1 Sales and services
FRAMEN sells the agreed FRAMEN products to the Screen Provider.
FRAMEN will provide telephone support regarding the applications during the term of the contractual relationship from Monday to Friday from 9.00 to 17.00 hours (except on national holidays) and will also accept fault

reports during this time.

In the event of a fault report, the support includes the identification and elimination of errors concerning the applications. During the work, FRAMEN is entitled to take the software equipment out of operation. FRAMEN will provide the services only within the technical and operational possibilities of a broadband remote access for remote support. In the event of support, FRAMEN will connect to the account and/or player of the Screen Provider and will carry out fault containment and diagnosis via the broadband remote access.

Setup

- 4.2 If an installation is carried out by FRAMEN or partners, it must take place on working days (Monday to Friday) from 9.00 to 16.00.

Prerequisites for the institution are
Additional services

- 4.3 FRAMEN partners will provide the following additional services as agreed upon within the framework of the existing technical and operational possibilities for a separate fee based on the list prices valid at the time the order is placed:

a) Installation:

- Setup of the FRAMEN products.
- Execution and explanation of the following radiations
- Operation of the digital signage components such as:
- Upload & playlist creation
- Player Management
- Scheduler (planning of insertions)
- Profile and content streaming

b) Establishment of a mobile broadband hotspot

c) Longer admissions

d) Screen provider-specific services.

- 4.4 Advertisements

After connecting to the FRAMEN Platform, FRAMEN is authorized to display advertising that advertises its own business. These overlays must also be explicitly identified as self-promotion by FRAMEN so that there are no misunderstandings.

5 Obligations and duties of the customer/Screen Provider

- 5.1 General

a) For each unpaid or returned debit note, the Screen Provider shall pay to FRAMEN the amount due to it, to the extent of the costs incurred, how he is responsible for the event giving rise to the costs has.

b) The establishment of a functional Wifi access are, unless otherwise agreed, from Screen Provider at their own expense.

c) The Screen Provider must at its own cost provide the employees of FRAMEN or partners access to the Land and the buildings on it in so far as this is necessary for the implementation of installation and service work is required.

d) Copyright notices and other of the program identification Characteristics serving the purpose of verification must under no circumstances be removed or changed. The same applies to the Active prevention of the display of externally posted Advertisements, if they should appear.

- 5.2 Advertisements

If the Screen Provider agrees to advertisements of third parties on its own digital signage systems, it is also

obliged to take care of the following:

- a) Before it comes to the insertion of advertisements, under certain circumstances, a request is made by email and within the dashboard to the screen provider or its responsible person.
If these requests are rejected too often in a too short period of time, at FRAMEN's own discretion, FRAMEN is free to decide whether to reduce the relevance of the advertisement, to record it nevertheless, provided that all advertisements comply with the rules or to make use of the special right of termination.
- b) Is an advertisement for a certain period of time have been approved, the Screen Provider is obliged to ensure that all screens concerned are fully visible and online at the agreed times. If there is no active Internet connection, this data is collected and offset, which serves to determine the promised online times. If a breach of contract is established, FRAMEN is free to impose contractual penalties and, for example, to withhold outstanding payments indefinitely or even to claim compensation costs from the Screen Provider.
- c) The Screen Provider may not place advertisements outside the FRAMEN marketplace, if FRAMEN has acquired it. If FRAMEN is circumvented and even a settlement is made, FRAMEN has the right to terminate the contract without notice. The dialogue with FRAMEN can clarify misunderstandings here.

- 5.3 If the Screen Provider needs assistance from a FRAMEN employee at any time, the FRAMEN employee is entitled to request access data and, after evaluation, to make an evaluation based on the Screen Provider's data.
- 5.4 After the handover is operational, the access data provided must be changed by the Screen Provider. For the period in which no advertising can be provided because there are no bookings, FRAMEN is entitled to display news or other informative content in consultation with the Screen Provider.
- 5.5 If the Screen Provider does not object to the requested advertisements within the specified time, FRAMEN is authorised to activate the advertisements at the beginning of the campaign or at the next possible date.
- 5.6 Advertisements can be displayed at fixed intervals, depending on the agreement. If agreement is reached on this, this interval may not be manipulated. Contractual penalties can be imposed, depending on the offence.
- 5.7 If an implementation is chosen that requires the integration of FRAMEN software in a digital signage of the screen provider, FRAMEN must be granted full access to the included resources in this software for the duration of the contract.
- 5.8 In all other respects, the client is exempt from the obligation to examine and give notice of defects in accordance with § 377 HGB.

6 Rights of use

- 6.1 Server based software
 - 6.1.1 The Screen Provider and the users set up by it are granted the non-exclusive right, limited to the period of use or contract term, to access the software functionalities via the Internet. The Screen Provider does not receive any further rights.
 - 6.1.2 The Screen Provider is not entitled to use the Software beyond the use permitted under this Agreement or to have it used by third parties or to make it available to third parties. In particular, the Screen Provider is not permitted to reproduce or sell the Software or parts thereof.
 - 6.1.3 The Screen Provider shall also pay the prices that have been incurred by the users set up by it and thus authorized by it. The same applies in the case of unauthorised use by other third parties if and insofar as the Screen Provider is responsible for such use.
- 6.2 Client-based Software
The Screen Provider and the users set up by him receive the non-exclusive right, limited to the term of the contract, to use the Software Client on his computer, unless unlimited use of the client software is agreed.

In the case of use limited to the term of the contract, the Screen Provider is obliged to delete the Client after termination of the contract.

- 6.3 Upon request, the Screen Provider must provide FRAMEN with all information required to assert claims against third parties, in particular their names and addresses, and must inform FRAMEN immediately of the nature and scope of its claims against them arising from the unauthorised provision of the program.

7 Terms of payment

- 7.1 Remuneration and additional costs are always net prices plus statutory taxes and duties.
- 7.2 Monthly prices are to be paid on a pro rata basis for the remainder of the current month, beginning on the day on which the FRAMEN products are handed over ready for operation or the day on which the service/operational obligation is assumed. Thereafter, these prices must be paid monthly in advance. If the price is to be calculated for parts of a calendar month, it will be calculated for each day on a pro rata basis.
A full monthly price shall be charged if the Screen Provider terminates the contractual relationship before the end of a month; this shall not apply in the event of termination for good cause.
- 7.3 Other prices shall be paid after the service has been provided.
- 7.4 The invoice amount shall be paid to the account specified in the invoice and must be credited no later than on the tenth day after receipt of the invoice. In the case of a SEPA Direct Debit Mandate issued by the Screen Provider, FRAMEN will not debit the invoice amount from the agreed account before the seventh day following receipt of the invoice and the SEPA pre-notification.
- 7.5 The Screen Provider is only entitled to a right of set-off if its counterclaim is legally established or undisputed. The Screen Provider is only entitled to assert a right of retention due to counterclaims arising from this contractual relationship.
- 7.6 In the case of sales which were achieved with advertisements, payments will be made proportionally to the previously defined conditions.
- 7.7 Disbursements of revenues generated by advertisements will only be initiated from a sum of at least 500.00 Euro. The payout of the Screen Provider's revenues shall be made within 60 working days after the end of the advertisement campaign and exclusively against an invoice in the name of the Screen Provider. The payment is made to the bank account deposited by the Screen Provider.
- 7.8 If a breach of contract occurs during the period of a booked advertising campaign, FRAMEN may suspend outstanding payments until further notice and may charge fees for the effort involved.

8 Changes to the general terms and conditions, service descriptions and prices

FRAMEN is entitled to change the General Terms and Conditions, the respective service descriptions or the prices with a reasonable period of notice, provided that the change is reasonable for the Screen Provider taking into account the interests of FRAMEN. The Screen Provider will be notified of the changes in writing.
If changes are made to the disadvantage of the Screen Provider, the Screen Provider shall have a special right of termination at the time the change takes effect. FRAMEN shall inform the Screen Provider in the notice of change both of this special right of termination and of the fact that the change will take effect if the Screen Provider does not exercise the special right of termination within the set period.

9 Delay

- 9.1 Delay of acceptance by the Screen Provider
If the Screen Provider does not accept the purchased FRAMEN products on the agreed date, FRAMEN may set a reasonable grace period for acceptance. If the grace period expires without result, FRAMEN will be

- entitled - without prejudice to its statutory rights arising from default - to withdraw from the purchase contract and to demand immediate lump-sum damages in lieu of performance amounting to 20% of the purchase price as well as compensation for services already rendered. The amount of damages is to be set higher if FRAMEN proves higher damages. It shall be set lower or not applicable if the Screen Provider proves that a significantly lower damage or no damage at all has occurred.
- 9.2 FRAMEN reserves the right to assert further statutory claims for delay of payment.
- 9.3 Delay in performance by FRAMEN
If FRAMEN is in delay with the service owed, liability shall be governed by clause 11.
The Screen Provider is only entitled to withdraw from the contract if FRAMEN fails to comply with a reasonable grace period set by the Screen Provider, which must be at least four weeks.
If a cause for which FRAMEN is not responsible, including strike or lockout, impairs compliance with the deadlines ("Disruption"), the deadlines will be postponed by the duration of the disruption, including a reasonable restart phase if necessary. The parties to the contract will immediately inform each other about the cause of a disruption occurring in their area and the expected duration.
- 10 Warranty**
- 10.1 Establishment
If the execution of the equipment (Section 4.2) or the additional services (Section 4.3) is afflicted with defects which impair their contractual use not only insignificantly, the Screen Provider shall initially only be entitled to subsequent performance.
In the event of an insignificant deviation of the service which does not restrict its functional capability, the Screen Provider may only demand a reduction of the fee.
If the Screen Provider has set FRAMEN or the Partner a reasonable deadline for subsequent performance after a first request and if FRAMEN or the Partner refuses subsequent performance or if such subsequent performance fails, the Screen Provider reserves the right with respect to the installation to either cancel the contract or demand a reduction of the remuneration.
If the Screen Provider is an entrepreneur, FRAMEN has the choice whether to provide subsequent performance by rectification of defects or by new delivery.
- 10.2 The Screen Providers are entitled to the warranty rights pursuant to Sections 10.1 and 10.2 vis-à-vis FRAMEN or the Partner for one year from delivery or acceptance of the respective service.
By way of derogation, a warranty right of six months vis-à-vis FRAMEN from delivery or acceptance shall apply to replaced FRAMEN products that have been replaced after the expiry of one year after purchase and installation as part of the service pursuant to Section 4.1.
This limitation does not apply to claims for damages based on the violation of claims for subsequent performance in the event of defects by FRAMEN or the partner. Claims for damages based on a refused subsequent performance can only be asserted within the statutory limitation period if the claim for subsequent performance has been asserted by the Screen Provider within the reduced period for claims for material defects.
- 10.3 FRAMEN does not guarantee a fixed monthly income for screen providers. The amount of possible advertising revenue depends on the booking on the respective screens. If no bookings are placed via the marketplace or all requested advertisements are rejected, no payouts can be made. All digital signage functionalities remain active.
- 11 Liability**
- 11.1 In the event of intent or gross negligence as well as in the absence of a guaranteed feature, FRAMEN or the partner is liable without limitation.
- 11.2 In the event of slight negligence, FRAMEN is liable without limitation in the event of injury to life, body and health. In other respects, FRAMEN or the partner is only liable in the event of slight negligence if an obligation is breached, the fulfilment of which is essential for the proper execution of the contract, the breach of which endangers the achievement of the purpose of the contract and on the observance of which the Screen Provider can regularly rely (cardinal obligation). In the event of a breach of a cardinal obligation, liability shall be limited to the foreseeable damage typical for the contract. This shall also apply to lost profits and missed savings. Liability for other remote consequential damages caused by defects is excluded.
- 11.3 FRAMEN or the Partner shall only be liable for the loss of data in the event of slight negligence under the conditions and to the extent of Clause 12.2 if the Screen Provider has backed up its data in a suitable form in accordance with its obligation so that it can be restored with reasonable effort.
- 11.4 Liability for all other damages is excluded, in particular for loss of data caused by incompatibility of the components existing on the FRAMEN products of the Screen Provider with the new software or the software to be changed and for system malfunctions that may be caused by existing misconfigurations or older, interfering, not completely removed drivers. Liability under the provisions of the Product Liability Act remains unaffected.
- 11.5 Advertisements may not present illegal products or services, discriminate against, display drugs and related products, weapons, ammunition or explosives, adult content, personal, lurid or controversial content, misinformation and prohibited financial products and services. On www.framen.io you will find further and detailed information about the Advertisement Guidelines.
- 11.6 FRAMEN is not liable for the content displayed on the screens, including advertisements from third parties after they have been accepted. Nevertheless, FRAMEN will make every effort to identify and remove inappropriate content. You will also find strict advertising guidelines for advertisers on our website. Advertisers assure FRAMEN that they do not infringe any copyrights, including the Screen Provider.
- 12 Contract period / termination**
- 12.1 The minimum contract term for the service contract is 24 months if no time limit has been specified in advance.
The contractual relationship can be terminated by both contractual partners in text form (e.g. by letter or e-mail) with a notice period of three months to the end of the minimum contract term, provided there is no overlap with campaigns already booked. Thus, an automatic contract extension of the Screen Provider is granted as soon as an advertisement campaign is carried out outside the minimum contract period. The contract period is extended by one year in each case, if it is not terminated in text form (e.g. by letter or e-mail) at least three months before its expiry.
- 12.2 The right of the parties to terminate the contract for good cause remains unaffected.
- 12.3 If FRAMEN terminates the contract prematurely for an important reason for which the Screen Provider is responsible, the Screen Provider is obliged to pay FRAMEN a lump sum compensation due in one sum amounting to half of the remaining monthly fees to be paid until the expiry of the agreed contract term. The amount of damages is to be set higher if FRAMEN proves higher damages. It is to be set lower or does not apply if the Screen Provider proves that a significantly lower damage or no damage at all has occurred..
- 13 Data protection**
- 13.1 FRAMEN does not acquire any rights to the data stored by the Screen Provider in connection with the use of the services (in particular personal data of third parties). However, FRAMEN is entitled to use this data exclusively on the instructions of the Screen Provider in accordance

ce with the following provisions and within the scope of this Agreement. However, business-related data, including images, are required to advertise the Screen Provider's screens. These will then be used in a publicly accessible manner on the FRAMEN Marketplace. After becoming aware of the publication, the Screen Provider cannot hold FRAMEN responsible for misinformation or copyright infringement. A smooth process takes place in mutual exchange.

13.2 In the event that personal data is processed on behalf of FRAMEN, FRAMEN will only collect, process, use or access personal data within the scope of the agreement entered into and in accordance with the instructions of the Screen Provider. In the case of commissioned data processing, the "Supplementary Terms and Conditions for Commissioned Processing" apply. You will find further data protection information under www.framen.io/policy.

13.3 Both parties undertake to keep secret and not to use for their own purposes or those of third parties any information from the other party which is not generally public knowledge and which becomes known to them through the business relationship. This confidentiality obligation does not apply within FRAMEN GmbH and its subsidiaries.

13.4 **Data processing**
FRAMEN is authorized to analyze and evaluate uploaded content, behavior in the client, the geographical location and in some cases image material captured by a camera with the help of special software. This is primarily for the purpose of better matching of advertisers and screen providers.
A deletion of all personal or company-related data can only be carried out after conclusion of the contract.

14 Other conditions

14.1 FRAMEN is entitled to provide the services through third parties as subcontractors. FRAMEN is liable for the performance of services by subcontractors as for its own actions.

14.2 The place of jurisdiction for all disputes arising from or in connection with this contract is Frankfurt am Main. Any exclusive place of jurisdiction shall prevail.

14.3 The Screen Provider may only transfer the rights and obligations under the respective contract to a third party with the prior consent of FRAMEN.

14.4 The contractual relationship between the contracting parties shall be governed by German law to the exclusion of the UN Sales Convention..