

1. General Provisions

- 1.1. Stylight GmbH, Nymphenburger Strasse 86, 80636 Munich, Germany (hereinafter "Stylight") owns and operates an online fashion and lifestyle platform including for example the websites www.Stylight.de, www.Stylight.fr, www.Stylight.nl, www.Stylight.co.uk, www.Stylight.com and other sites (hereinafter the "Site").
- 1.2. Stylight assists consumers in shopping for products and services offered by third party merchants participating - as Partner does with its shop website (hereinafter the "Partner Shop") - in Stylight's services ["Dienstleistungen"]. Hereby the Partner submits to Stylight certain product data (including, but not limited to, links, product titles and descriptions, product photos, category terms, and other product related text and images) (hereinafter the "Partner Data"), in order to present its products on the Site and to generate clicks by users of the Site which will result in the transfer of users to the Partner Shop (hereinafter the "Product Listing Services"). In addition, Stylight provides Advertising Media (as defined below) on the Site (hereinafter the "Ad Services"), the Product Listing Services and the Ad Services hereinafter together "Services").
- 1.3. Stylight offers the Services exclusively on the basis set out in these T&C and the individual terms set out in the Insertion Order, which together form the Agreement.
- 1.4. Stylight reserves the right to amend the Agreement (except for changes to essential contractual elements of the Agreement, such as the agreed remuneration or the scope of the Services) on providing four (4) weeks' prior notice to the Partner of its intention to do so. Such notice shall highlight the proposed amendments to the Agreement and include details of the Partner's right to object. If, at the end of the four (4) week notice period, Stylight has received no objection from the Partner to the proposed amendments, the proposed amendments shall take immediate effect.
- 1.5. Stylight reserves the right to reasonably expand, improve or otherwise change the Services where necessary for justified and legitimate business interests (including to reflect new technological developments, changes of applicable law, or other equivalent reasons) and provided such changes are reasonably acceptable to the Partner.

2. Terms and conditions regarding the provision of Product Listing Services

2.1. Scope of Product Listing Services

- 2.1.1. Stylight provides the Product Listing Services to the Partner to facilitate the integration of Partner Data into the Site database in order to allow users of the Site to access the Partner Data under the market categories agreed with the Partner in the Insertion Order (hereinafter "Vertical"). The current Verticals offered by Stylight are "Fashion" (e.g., clothes, shoes, accessories), "Home & Living" (e.g., furniture, lamps, living accessories) and "Beauty" (e.g., cosmetics, cosmetic products). Stylight may create other and/or new Verticals at its sole discretion. Where a user clicks on any Partner Data product details displayed on the Site, such click will result in a transfer of the user to the respective Partner Shop (hereinafter the "Click").
- 2.1.2. Stylight is free to determine the scope, form and manner in which any Partner Data will be presented on the Site, and is under no obligation to ensure that Partner Data will be presented on the Site in any particular form or manner. Stylight does not accept any liability in case the presentation of the Partner Data on the Site does not meet the Partner's expectations. Unless stipulated otherwise in this Agreement, Stylight agrees not to change, alter or create derivative works of Partner Data without the Partner's prior written consent, unless this is necessary for Stylight to provide the Product Listing Services pursuant to this Agreement.
- 2.1.3. Stylight is not obligated to integrate and present Partner Data on the Site if the products or their presentation do not fit into the product portfolio supported by Stylight and/or Stylight's consumer group.
- 2.1.4. Stylight is under no obligation to provide an uninterrupted or error-free availability of the Site. However, Stylight endeavors to provide the Product Listing Services with only limited downtimes to generally achieve an overall availability of the Product Listing Services of not less than 99.9% of time per calendar month (hereinafter the "Uptime Availability"). Any interruptions of the Product Listing Services due to reasons beyond the reasonable control of Stylight (e.g., events of force majeure) shall not be considered a downtime that will reduce the overall

Uptime Availability of the Product Listing Services. In the event Stylight fails in its reasonable endeavors to provide the Product Listing Services with the intended Uptime Availability during a given calendar month, and where as a result of such failure the Partner will be under an obligation to pay a Minimum Spending (as defined in Section 2.3.2) for such month (since the number of Clicks generated during this month did not amount to the agreed thresholds), the Partner shall be entitled to reduce the Minimum Spending on a pro-rata basis in relation to the respective deviation from the intended Uptime Availability of the Product Listing Services during such month.

2.1.5. In addition to the Lead Services, Stylight may at its sole discretion provide the Partner with access to the Stylight Tool, as defined and further set out in Sections 2.3.5 to 2.3.7.

2.2. Obligations of the Partner

2.2.1. The Partner shall provide Stylight with accurate Partner Data relating to all products available on or via its Partner Shop, provided such products can be integrated into the agreed Verticals of the Site. Notwithstanding the foregoing, the parties may mutually agree that the Partner shall only provide an agreed selection of the available Partner Data. Unless agreed otherwise in this Agreement, Partner shall provide the Partner Data within five (5) working days after Stylight's request. In the event, Partner updates its data, Partner shall immediately provide Stylight with such updated Partner Data. For clarification purposes, Stylight undertakes no liability for any improper implementation of Partner Data that results from or is related to inaccurate, delayed provided and/or outdated Partner Data.

2.2.2. The Partner undertakes to operate its Partner Shop and respective website in accordance with all applicable statutory requirements (including but not limited to those under the German Youth Protection Act, the Act against Unfair Competition and applicable data protection laws) and to ensure that the Partner Shop and all Partner Data submitted to Stylight do not violate applicable law or any rights of third parties (e.g., personality or moral rights, name rights, copyrights and neighbouring rights, trademark rights, trade secret, design rights).

2.2.3. The Partner ensures that its Partner Shop and/or Product Data does not contain false, misleading or objectionable content (including but not limited to content that is obscene, containing excessive advertisements, defamatory, libelous, threatening, violent, hate-oriented, illegal or promoting illegal activities or goods); and furthermore does not contain viruses, worms, spyware, Trojan horses or other harmful, malicious or destructive code.

2.2.4. In the event of a suspected or actual violation of applicable law or third party rights resulting from Stylight's contractual use of the Partner Data for the purpose of providing the Product Listing Services, the Partner undertakes to notify Stylight immediately and to ensure that the respective Partner Data will no longer be submitted to Stylight. This notification shall not affect any rights or potential claims Stylight may have against the Partner as a result of such violation of law and/or third party rights arising from Stylight's contractual use of the Partner Data for purpose of providing the Product Listing Services. The Partner agrees to indemnify and hold harmless Stylight from any costs, claims and/or damages (including reasonable costs of legal defense) resulting from any such violation of law and/or third party rights.

2.2.5. In the event that Stylight receives knowledge that the Partner Shop, any related website and/or the Partner Data violate applicable law or any third party rights, or in the event there is a reasonable suspicion of such violation, Stylight shall be entitled to remove the respective Partner Data from the Site and/or to block access to it. The Partner acknowledges and agrees that the blocking of access may apply to the Partner's entire range of products (as presented on the Site) if the violating Partner Data detail cannot be identified and isolated with absolute certainty.

2.2.6. The Partner is free to demonstrate that the Partner Data provided is legally unobjectionable. As soon as this has been established, Stylight will again grant access to the products on the Site.

The Partner is solely liable for the offer, selling and processing of orders in relation to users of its Partner Shop. With regard to orders placed on or via the Partner Shop, and any related website, the contractual relationship is exclusively concluded between the user and the Partner, and Stylight is no party to any such contractual relationship.

2.3. Remuneration and Billing

2.3.1. The remuneration to be paid by the Partner for the Product Listing Services is set out in Section I. of the Insertion Order. All prices shall be plus applicable VAT.

2.3.2. The Partner shall be billed on a monthly basis. The Product Listing Services will be invoiced on the basis of the number of actual Clicks generated during the respective invoice period in accordance with the amounts agreed in

the Insertion Order for the selected Vertical(s), Site(s) and device categories. Where the parties have agreed on a minimum spending for the event that the number of Clicks generated during an agreed period does not amount to the agreed thresholds (hereinafter the "Minimum Spending"), the Partner shall pay to Stylight at least the agreed Minimum Spending.

- 2.3.3. The Partner shall not be obliged to pay the Minimum Spending where it can prove that the agreed thresholds have not been achieved due to Stylight's failure or unjustified refusal to appropriately integrate and present the Partner Data into the agreed Verticals of the Site in accordance with the Agreement.
- 2.3.4. Stylight will issue invoices to Partner setting forth the number of Clicks generated during the relevant invoice period. The remuneration is due and payable after receipt of the invoice and to be paid within 30 days from receipt of the invoice.
- 2.3.5. Stylight establishes the number of Clicks for the invoices, in accordance with Sections 2.32.2 to 2.3.4 above, solely by means of its analysis and reporting tool (hereinafter "Stylight Tool"), which receives the relevant data from the Site database. Stylight does not take the results of other web analysis tools into account, such as, e.g., Google Analytics or Beezup, as the calculation parameters may change from tool to tool.
- 2.3.6. Once the Product Listing Services for the Partner are set up and active, the Partner shall receive access to the Stylight Tool and may view the number of Clicks established by this tool at any time. Unless Stylight receives an objection from the Partner by email after publication of the relevant numbers by the Stylight Tool, such objection to be raised no later than two (2) weeks after receipt of the corresponding invoice, the number of Clicks listed in the Stylight Tool shall be deemed accepted.
- 2.3.7. If the Partner raises an objection in accordance with Section 2.3.6 above, Stylight shall be entitled to obtain an expert opinion of an acknowledged and independent expert selected by Stylight. Such opinion will be binding on both parties. Stylight shall be entitled to suspend provision of the Product Listing Services from the point in time of the objection until receipt of the expert opinion.
- 2.3.8. Payments have to be made exclusively to the following bank account: Stadtparkasse München; IBAN: DE28 7015 0000 1001 4508 48; BIC: SSKMDEMXXX (or to the account details as indicated on the invoice)

2.4. Grant of Rights of Use, Indemnification

- 2.4.1. With regard to the Partner Data provided to Stylight under this Agreement, the Partner grants to Stylight for the duration of the Agreement the non-exclusive (but without limitation as to territory), transferable, and sub-licensable rights to use the Partner Data - in whole or in part - with regard to all known and unknown forms of use for the following purposes:
 - 2.4.1.1. to perform the Product Listing Services under this Agreement; in particular, Stylight shall be entitled to modify, copy, distribute, make publicly available, broadcast and/or publicly communicate the Partner Data for performing the Product Listing Services under the Agreement, including as necessary to integrate, display and publish the Partner Data on the Site, other websites of Stylight as well as all other online advertising platforms used by Stylight;
 - 2.4.1.2. to advertise Stylight's Product Listing Services, the Site and the Partner Data; in particular, Stylight shall be entitled to use the Partner Data and the content comprised in the data for any form of advertising for Stylight's Product Listing Services, the Site and/or the Partner Data, in unchanged or modified form (without changing the content of the Partner Data), in own and third party online platforms, at paid placement providers (e.g. Google, Yahoo), on social media platforms (e.g. Facebook, Twitter), on posters, in brochures, ads, in picture/film or sound carriers, advertising spots, advertising banners, online ads, demo versions, multimedia shows, test versions or other media ad serving for advertising purposes. Only Stylight and its affiliated companies shall be entitled to any receipts resulting from the advertising. Prospective customers generated by the advertising may be directed to the Stylight Product Listing Services on the Site or immediately to the product URL provided as part of the Partner Data;
 - 2.4.1.3. to use the Partner Data and its elements for market research purposes; in particular, Stylight shall be entitled to modify, copy, distribute, make publicly available, and/or otherwise use the Partner Data, and to provide it to market research studies for their purposes;
 - 2.4.1.4. to the extent necessary for the above purposes, Stylight shall be entitled to adapt, alter and otherwise modify the Partner Data (without changing the content of the Partner Data) and to archive, copy and store the Partner Data on any medium or database.

- 2.4.2. The grant of rights according to Section 2.4.1 above shall allow Stylight to exercise the rights by itself or have the rights exercised by third party contractors acting on behalf of Stylight.
- 2.4.3. In case of a violation of applicable law or third party rights resulting from Stylight's use (in accordance with the Agreement) of the Partner Data provided to Stylight, the Partner shall be fully liable towards Stylight and agrees to indemnify and hold harmless Stylight from and against all claims, costs and/or damages (including reasonable costs of legal defense) in relation to any such violation of law or third party rights.

2.5. Term and Termination

- 2.5.1. Unless otherwise agreed by the parties in the Insertion Order, the Agreement shall run for an indefinite term and continue until terminated by either party giving four (4) weeks prior written notice to terminate to the other party. The relevant notice period shall commence on the date of receipt of such written notice.
- 2.5.2. In case the partner has terminated the agreement by giving four (4) weeks prior written notice to terminate to Stylight, the partner will not drop product count or make any other changes to the product spending during the remaining duration of the agreement.
- 2.5.3. The right of both parties to terminate the Agreement in writing for good cause remains unaffected. Good cause for termination shall exist, in particular, if:
 - 2.5.3.1. the behaviour of the Partner jeopardizes existing contractual relationships with other Partners of Stylight;
 - 2.5.3.2. the Partner is in default of payment of the remuneration under this Agreement for two consecutive invoice periods; or
 - 2.5.3.3. the Partner Data violates applicable law or third party rights.

3. Terms and Conditions regarding the provision of Ad Services

3.1. Definitions and contractual conditions

- 3.1.1. "Advertising objective" within the meaning of these T&C is the agreement about the placement of one or more advertising objective(s) in information and communication services, especially the internet, with the aim of distribution via Stylight.
- 3.1.2. The minimum booking volume for an advertising objective in Germany is 2,500 EUR net and outside of Germany 1,000 EUR net.
- 3.1.3. "Advertising Efforts" are all services offered by Stylight concerning "Advertising Media" as well as any other services.
- 3.1.4. "Advertising Media" can be one or more of the following elements: a picture and/or text; tone sequences and/or moving images (e.g. banner, video) a sensitive screen, which, after a click on it, creates the connection to further data, which have been provided via the Partner via an online address. These data are within the sphere of the Partner (e.g. a link).
- 3.1.5. Advertising Media, which cannot be recognized as such because of their design, will be clearly indicated as advertisement.
- 3.1.6. "Partner" of Stylight is the immediate contract partner, i.e. either an Agency or an advertiser who concludes advertising contracts directly with Stylight.
- 3.1.7. "Agency or Agencies" are placement agencies, which conclude advertising contracts in their own name and on their own expense. The Agency is responsible for the contractual relationship with the advertiser, especially regarding pricing, invoicing and other conditions. There is no contractual relationship between the advertiser and Stylight.
- 3.1.8. Should the Agency act as representative for the advertiser, Agency must inform about the representation in writing at the latest with the placement of advertising objects, by naming the advertising Partner. If this information is withheld, the contract shall be deemed concluded for and against the Agency.

3.2. Conclusion and Completion of Contract

- 3.2.1. A binding conclusion of contract occurs as a matter of principle by written confirmation (also via email) of the order, by Stylight. The conclusion of the contract may either contain the publication of one Advertising Media or of several Advertising Media (conclusion).
- 3.2.2. A campaign is deemed to be completed when the booked Ad Impressions have been reached at all placements. The booked Ad Impressions must be delivered within the time frame of the campaign. A daily and regular delivery will not be guaranteed.
- 3.2.3. If the order is not implemented due to reasons which Stylight is not responsible for, Partner must replace the financial difference between the granted and the real amount - in accordance with the granted reduction, notwithstanding further statutory duties.
- 3.2.4. In case nothing deviating is agreed upon, Partner has the claim for a reduction which matches the real approval of Advertising Media within one calendar year, if he has concluded a contract at the beginning of the deadline, and which contract grants him a reduction based on a price list. The claim for reduction ceases if it is not claimed within 3 months after the end of the deadline, i.e. one year.

3.3. Delivery and storage of advertising media

- 3.3.1. Partner is obliged to deliver complete, faultless and suitable Advertising Media until three (3) working days before placement at the latest. In case of special formats and rich media formats the term for delivery is five (5) working days. Deviations must be agreed upon with Stylight immediately and in writing or via e-mail.
- 3.3.2. Costs arising from a change of the Advertising Media which has been requested by Partner or for which Partner is responsible must borne by Partner.
- 3.3.3. Stylight's obligation to keep the Advertising Media ends 3 months after the last distribution.

3.4. Retention of rejection

- 3.4.1. Stylight reserves the right to reject or block advertising orders, including single orders within the frame of a conclusion, insofar as their content, according to Stylight's best judgement, violates the law or regulatory provisions, or if their content was rejected by the "Deutsche Werberat" in an appeals procedure, or if the publication is for factual justified reasons unacceptable for Stylight due to the content, the origin or the technical form.
- 3.4.2. Furthermore, Stylight has the right to recall already published Advertising Media due to the reasons named above, if Partner changes contents or data of the Advertising Media retroactively.
- 3.4.3. The rejection or recall of the Advertising Media will be communicated to Partner immediately.

3.5. Warranty of Partner

- 3.5.1. Partner warrants and guarantees that he has all the necessary rights for the placement of the Advertising Media and that the Advertising Media do not infringe effective laws (especially JuSchG, StGB, UWG). Furthermore, Advertising Media may not contain pornographic contents, or contents which glorify violence or war or contents which infringe personal rights. Partner indemnifies Stylight by assumption of the costs necessary for legal defense from all third party claims which may arise because of infringement of legal provisions. Partner is obliged to support Stylight in good faith with information and documentation by legal defense against third parties.
- 3.5.2. Partner transfers to Stylight all usage, ancillary copyrights and any other rights, especially for reproduction, distribution, transmission, broadcast, accessibility, adaptation, extraction from a data bank and for demand, at times and places with any contents necessary for performing the order. These rights will be transferred in all cases without regional limitation and grant the rights for placement with all known technical means as well as all known forms of online media.
- 3.5.3. Partner warrants that he will oblige with the regulations of the Telemediengesetz (TMG) respectively, as well the Bundesdatenschutzgesetz when collecting, distributing and using personal data, if Partner uses special technology, such as cookies or counting pixel for generating or collecting data from the placement of Advertising Media on the online offers of Stylight.
- 3.5.4. Should Partner gather anonymous or pseudonymised data and thus data leading to persons when his Advertising Media delivered to Stylight for online offers are used, Partner may evaluate these data within the framework of

each campaign for the concrete advertiser who has been administered with the placement of the relevant campaign. This evaluation may only be made with the anonymized and pseudonymised data which have been gathered by advertising placement on the online offers of Stylight.

- 3.5.5. Beyond this, Partner may not process, use or distribute personal data and data leading to persons gathered from access to online offers which contain the Advertising Media provided by him to Stylight. In particular, Partner may not store, exploit or use in any other way data from advertising in online offers of Stylight, or share them with third parties. This prohibition also includes the creation of profiles of the usage behavior of users on the online offers of Stylight and their consequent usage.
- 3.5.6. If Partner uses a system of a third party for the placement of Advertising Media in the online offers of Stylight, he will ensure that the system operator will comply with this agreement.
- 3.5.7. Partner will use software of the highest technical standard, with the intention that the transmitted or installed Advertising Media is free from harmful code, such as viruses, trojans etc. Section 2.2.1 shall apply vice versa to the delivery of Ad-Materials.

3.6. Warranty of Stylight and duties of Partner

- 3.6.1. Stylight warrants, within the framework of the intended requirements, a rendition of the Advertising Media, as best as possible, which matches the respective current technical standard. However, Partner is aware of the fact that, due to current technical standards, it is not possible to create a faultless program. In particular, there is no fault in the presentation of the advertising media, if the impairment is caused by using an unsuitable presentation software and/or hardware (e.g. browser), by a disturbance within the communication network of other operators, by proxies (buffer store), or by failure of the AdServer, which lasts no longer than 24 hours (in one go or added up) within 30 days after the start of the agreed upon placement. If the failure of the AdServer lasts over an extensive period of time, and if the booking is time-dependent, Partner's duty of payment is dispensed for the duration of the failure. Further claims are excluded.
- 3.6.2. If the rendition quality of the Advertising Media does not match the agreed upon performance or quality Partner has the right of a substitute advertisement which is free of fault by prolongation of the publishing time or an immediate substitute placement in a comparative surrounding, but only to such extent as the purpose of the Advertising Media was diminished. Partner must set a reasonable time limit for Stylight for such substitute placement.
- 3.6.3. If possible deficits of the advertisement records are unapparent, Partner has no claims in case of a deficient distribution.
- 3.6.4. The same applies for faults in repeated advertisement placements, if Partner does not point out the fault before the publication of the following advertisement placement.
- 3.6.5. Partner is obliged to examine the advertising measures immediately after first release for defaults and to give information about the fault immediately in written form. In case of open defaults this notice must be made within five working days after first placement, in case of hidden faults the same period of time applies after discovery of the fault.
- 3.6.6. Guarantee claims become time-barred within 12 months.

3.7. Default through Stylight

If the realization of an order fails due to reasons for which Stylight cannot be held responsible, in particular because of a computer down-time, force majeure, strike, due to legal provisions, disturbances for which third parties can be held responsible (i.e. other providers), network operators or service providers or similar reasons, the realization of the order will be performed later, if possible. If the later realization happens within a moderate or reasonable period of time after the settling of the disturbance, Stylight's claim for remuneration continues to persist. In case of a considerable delay Partner will be informed thereof.

3.8. Provider's obligation to inform

Insofar as nothing else has been agreed upon, provider is obliged to hold the number of accesses on the Advertising Media within ten (10) working days after the performance of the offer ready for Partner's call.

3.9. Payment terms

- 3.9.1. The applicable remuneration for the advertising order between Stylight and Partner results from the confirmation of the order. Stylight reserves the right to change the remuneration. Such change of remuneration will be announced by Stylight at least 4 weeks before the placement of the advertising media.
- 3.9.2. Stylight reserves the right, in case of first contact with Partner, to claim the whole amount or part thereof for the advertising offer in advance. In case of justified doubts of the solvency of Partner Stylight has the right, even during the term of the contract, to make the publishing of further Advertising Media dependent on the advance payment and from the settling of unpaid invoices, without considering previously agreed terms of payment.
- 3.9.3. In case of late payment or extension for payment Stylight has the right to charge interest for default for the outstanding remuneration in accordance with the legal percentage points over base rate, as well as collection costs. Furthermore, Stylight reserves the right to stop the realization of the ongoing order in case of late payment until the payment has been carried out, and to demand advance payment for the remaining placement.
- 3.9.4. The billing of campaigns is carried out on the basis of the reporting of the AdServer, which is used by Stylight at the respective point of time. The basis for the billing are Ad Impressions. Complaints concerning the reporting can only be made during the current campaign. After the end of the campaign and receipt of the final reports complaints concerning the billing or the compensation cannot be considered.
- 3.9.5. If the order is placed through an Agency Stylight grants an Agency commission of fifteen percent (15%).
- 3.9.6. The invoice will be issued on the publishing date of the advertisement. The invoice is due and payable after receipt of the invoice and to must paid within thirty (30) days from receipt of the invoice., Payments have to be made exclusively to the following bank account: Stylight GmbH, Stadtparkasse München, IBAN: DE28 7015 0000 1001 4508 48; BIC: SSKMDEMXXX (or to the account details as indicated on the invoice)

3.10. Termination of Ad Services

- 3.10.1. Terminations must be made in written form or via email. Orders can be cancelled until two (2) weeks before the booking starts, ongoing bookings can be cancelled two (2) weeks before the end of the month.
- 3.10.2. If Partner cancels until one (1) week before the campaign starts, fifty percent (50 %) net of the campaign value will be charged. If the order is cancelled up to three (3) days before the campaign start, cancellation fees of eighty percent (80 %) net of the campaign value will be charged. If the order is cancelled three (3) days or less before the campaign start, one hundred percent (100 %) net of the campaign value will be charged.

4. Liability of Stylight

- 4.1. Stylight shall be liable without limitation for damages caused by willful intent or gross negligence.
- 4.2. Stylight shall further be liable for damages caused by slight negligence [einfache Fahrlässigkeit] which are due to a material breach of duty, which endangers the achievement of the objective of the Agreement with the Partner, or to a failure to comply with duties, the very discharge of which is an essential prerequisite for the proper performance of the contract and on the observance of which the Partner may rely. In these cases, the liability of Stylight shall be limited to the damage which can be typically foreseen for such type of agreements. Any further liability of Stylight in cases of slight negligence is excluded.
- 4.3. The above limitations of liability shall apply to all claims for damages, irrespective of their legal cause, except for claims for damages in the event of (i) an injury to life, body or health, (ii) an explicit assumption of a guarantee (in which case the liability terms and limitation period under the guarantee, if any, shall apply), and (iii) a violation of the Product Liability Act [Produkthaftungsgesetz].
- 4.4. To the extent that the liability of Stylight is excluded or limited, this also applies for the personal liability of its employees, statutory representatives [gesetzliche Vertreter] and agents [Erfüllungsgehilfen].

5. Set-Off, Right of Retention, Assignment

- 5.1. The parties may only set-off claims against counterclaims that are uncontested or have been finally confirmed by a res judicata judgement.
- 5.2. The parties may exercise a right of retention [Zurückbehaltungsrecht] only if the counterclaims are based on the same contractual relationship.

- 5.3. The Partner shall not be entitled to assign and transfer the rights and obligations under this Agreement in full or in part without the prior consent of Stylight, such consent not be unreasonably withheld.
- 5.4. Stylight shall be entitled to assign and transfer the rights and obligations under this Agreement in full or in part to any third party.

6. Confidentiality; Press Releases

- 6.1. Except as provided in Section 6.3, each party shall treat this Agreement as confidential.
- 6.2. Except as provided in Section 6.3, the parties shall treat as confidential all information, particularly technical and business information, whether written or oral, of the other party they received in the course of this Agreement, or which they otherwise obtained in the course of the cooperation under this Agreement (the “Confidential Information”) and shall use such Confidential Information only for the purpose of this Agreement, shall give access only to its employees who need to have access, and shall not pass it on to third parties, except that the Confidential Information may be disclosed by the parties to their affiliates, provided that such affiliates will enter into or are already subject to similar confidentiality obligations, and shall protect it against unauthorized use by third parties.
- 6.3. No confidentiality obligation shall apply to information and documents:
 - 6.3.1. which are already known to, or in the possession of the receiving party prior to receipt of any Confidential Information;
 - 6.3.2. which are legally received by a party from a third party without any confidentiality obligation;
 - 6.3.3. which are in the public domain or enter the public domain through no wrongful act of the receiving party; or
 - 6.3.4. which can be proven by the receiving party to have been developed independently of Confidential Information received from the other party.
- 6.4. The Parties shall impose the same obligations on their affiliates and their affiliates` employees, who obtain knowledge of Confidential Information, unless those employees are already bound to the same degree by their contracts of employment to maintain confidentiality.
- 6.5. The party providing Confidential Information shall remain the vested holder of such information. Nothing contained in this Agreement shall be construed as granting or conferring any patent rights or licenses, either expressly or by implication, unless otherwise provided in this Agreement.
- 6.6. Neither party may make any initial public statement regarding the relationship contemplated by this Agreement without the other party` s prior written approval.

7. Miscellaneous

- 7.1. This Agreement is subject to the laws of Germany.
- 7.2. Place of performance for the agreed Services is Stylight` s registered office.
- 7.3. The exclusive place of jurisdiction for all disputes arising out of or in connection with the Agreement shall be Munich, Germany (LG München I).
- 7.4. Subject to Section 1.4, any amendments or additions to the Agreement must be made in writing or in text form (e.g., email) to be effective. This shall also apply to any waiver of this form requirement.
- 7.5. Should any provision of this Agreement be or become invalid or unenforceable in whole or in part, the remaining provisions of this Agreement shall remain unaffected. The parties will agree on a provision to replace the invalid or unenforceable provision that from a legal and factual point of view comes as close as possible to the economic purpose of the invalid or unenforceable provision. The above shall apply accordingly in case of any gaps in this Agreement.

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