

Terms of use for Influencers (as of 22th of May 2020)

The following terms and conditions apply to the use of Reachbird's platform by the Influencer and to legal transactions with advertisers conducted by the Influencer via the platform or including the platform.

§ 1 General clause

- (1) Reachbird AG, Industriering 3, 9491 Ruggell, Principality of Liechtenstein (hereinafter referred to as "Reachbird"), represented by the Board of Directors, operates an online platform (hereinafter referred to as "Platform") under the website <http://www.reachbird.io> (e-mail: social@reachbird.io), through which in particular clients (hereinafter referred to as "Advertisers") can place orders for product placement/advertising and can make offers to Influencer for their execution. Influencers are (natural) persons who communicate about brands or present products in - mostly their own - social (network) online channels (e.g. Instagram, YouTube etc.). Due to their high reputation, their position of trust and a strong presence in their social online channels, they usually have a great influence on those internet users (so-called followers) who are interested in the influencers and their opinions and for this reason are usually part of the influencer's community as so-called "followers". The influencers can be so-called consumers (§ 13 BGB) or entrepreneurs (§ 14 BGB).
- (2) With the following exception, these Terms of Use apply to the use of the platform and all legal transactions initiated or concluded via the platform. Deviating, conflicting or supplementary conditions shall only become part of the contract in relation to Reachbird if Reachbird has expressly agreed to their validity. Excluded from this are those legal transactions through which Reachbird enters into agreements with Influencers for the production or use of content (e.g. videos, photos, texts, postings etc.) explicitly and separately excluding these Terms of Use in its own name. These legal transactions are not subject of these Terms of Use.
- (3) Individual agreements made in individual cases between Reachbird and Influencers take precedence over these Terms of Use. In this case a written contract or written confirmation in accordance with § 126 (1) BGB (German Civil Code) shall be decisive.
- (4) Reachbird regularly communicates with its customers via e-mail, SMS, Whatsapp and other electronic communications services. By registering on the platform, the Influencer agrees to the communication as described above. The Influencer may, after registration, restrict communication to individual means of electronic correspondence.
- (5) Excluded from platform use are influencers who increase their reach by non-legal methods, such as purchased or otherwise abusively increased social media followers. The same applies to the increase of like numbers. In the event of a corresponding violation, the influencer can be excluded from using the platform with immediate effect.
- (6) Collaboration between influencers and advertisers requires a professional and above all trustworthy cooperation of both parties.
- (7) All communication between Influencer and Advertiser shall take place via the platform.

§ 2 Registration and use of the platform

- (1) The Influencer can only use services after proper registration and the automatic creation of an account. The Influencer commits to create only one account and to keep the details always up to date. For this purpose, he must truthfully provide the required information about his person on the



platform, such as name, complete address, date of birth and e-mail address and in particular not use a name for which he is not authorized to use or impersonate another person. For registration, the required data of the Influencer must be entered correctly, and the validity of the Terms of Use must be confirmed by placing a check mark. Furthermore, the Influencer must verify the confirmation email from Reachbird to activate the account.

- (2) The influencer may be represented by corresponding agencies (so-called influencer agencies) for the registration/use of the platform. The influencer must ensure that the influencer agencies comply with these terms of use together with the influencer's obligations. This applies in particular to the truthful transmission of the requested data such as name, full address, date of birth and e-mail address. If the influencer has sufficiently authorized an influencer agency, influencer agencies may conclude legal transactions on the platform in the name and on behalf of the influencer, in particular react to campaign invitations, accept or reject them and upload content to the platform for the influencer. The Influencer is liable for the actions of the Influencer Agency and guarantees to pass on his access data (in particular passwords) to an Influencer Agency only if the Influencer Agency has committed to comply with the provisions of these Terms of Use. Should this not be the case, the use of the influencer's account by an influencer agency is not permitted.
- (3) Should an influencer agency register on the platform in its own name and wish to offer services of the influencers cooperating with it in its own name and on its own account, these terms of use shall also apply to the influencer agency. Upon registration, the influencer agency commits to entering into agreements with its influencers without delay or to have already entered into such agreements, according to which the influencers must comply with the obligations under these Terms of Use within the framework of the cooperation with an advertiser. The influencer agency must indicate to the respective advertiser in advance within the framework of the offer whether it offers an advertising service on behalf of an influencer or in its own name and on its own account.
- (4) There is no claim to participation or registration or activation for the platform.
- (5) Registration on the platform by influencers under the age of 16 is not permitted. A registration of minors aged 16 and over is only permitted if the legal representatives (e.g. parents) of the minor have explicitly agreed in advance to the registration and use of the platform. This also applies to the placement of content on the platform for the purpose of concluding a legal transaction with an advertiser. Upon request, Reachbird shall at any time be provided with proof of the age of an Influencer by presenting official documents (e.g. ID cards, birth certificates etc.). Should a minor of at least 16 years of age have registered, Reachbird may at any time request the presentation of the written consent of the legal representatives. Should this not be submitted after 14 days at the latest, Reachbird may terminate the cooperation without notice.
- (6) The Influencer is solely responsible for the security of his password. It is not permitted to pass on this password to unauthorized third parties or to transfer the account to third parties. The transfer of a Reachbird account is only possible with the prior written consent of the Reachbird Team. Only to Influencer-Agencies a password may be passed on subject to the provisions in § 2 paragraph (2) of these Terms of Use; an Influencer-Agency, however, may not pass on the password to Influencer, if the Influencer-Agency has registered in its own name on the platform. The influencer must take the necessary measures to ensure that the password is not used by unauthorized persons. Should the influencer become or be able to become aware that unauthorized third parties are using the password and/or account, the influencer must inform Reachbird immediately.
- (7) The Influencer commits not to transmit any content with viruses, Trojans or other harmful programs or to place such content on the platform that could damage Reachbird's system. In case of violation the Influencer undertakes to compensate Reachbird for any damage.
- (8) The Influencer undertakes to link at least one social media account to the Reachbird platform at the time of registration so that Reachbird and the Advertisers can check and/or view the suitability of the Influencer using the social media data or equivalent statistical data of the respective account.

- (9) For the publication of the Influencer contents the regulations of the respective social media platforms apply, which must be observed by the Influencer.
- (10) Reachbird reserves the right to check the Influencer and allow it to use the platform.

§ 3 Contractual Agreement and Services of Reachbird

- (1) Admission to use the Platform does not imply any legal claim of the Influencer to any corresponding mediation activity by Reachbird according to § 3 of these Terms of Use. Reachbird does not owe a successful cooperation agreement with an Advertiser.
- (2) Reachbird enables duly registered influencers to enter into legal transactions with brand owners, groups and companies via product placement or advertising (e.g. through so-called posts) via the platform by posting offers on the platform. The offers should be sufficiently detailed to enable the influencer to recognize what kind of advertising (e.g. post) is expected. If the Influencer has provided Reachbird with his private telephone number via his personal data, he will be regularly informed about a corresponding offer, not only by e-mail, but also by a so-called SMS or Whatsapp. Any contracts between the Advertiser and the Influencer are always agreed upon in their own name and on their account. Reachbird will not become a contractual partner if the Influencer provides the Advertiser with a corresponding advertising service.
- (3) The orders published via the platform represent non-binding and noncommittal offers of the advertisers for an order. Influencers can apply for the award of an order by making their own legally binding offers by accepting them. Otherwise the influencer will be informed about the rejection of the offer. If the offer is accepted by the Advertiser, Reachbird shall notify the Influencer by email and/or SMS as well as via the platform and the Advertiser accepts the offer bindingly with this notification forwarded by Reachbird. The Influencer shall also be informed of any possible rejection of the offer. The Advertiser may also make a counteroffer to the Influencer via the platform. The influencer then has a period of 72 hours to accept or reject the respective counteroffer or to submit his own counteroffer. If the influencer does not react within this period, the offer is automatically rejected.
- (4) With the acceptance of an offer by the advertiser or the acceptance of a counteroffer by the influencer, the influencer is obliged to produce and publish the agreed advertising service (e.g. mail) in accordance with the offer description or specifications of the offer. It is hereby clarified that Reachbird does not represent either the Advertiser or the Influencer unless Reachbird represents the Advertiser in the context of additionally agreed services. Reachbird only transmits the respective declaration of intent for the Advertiser or Influencer.
- (5) Reachbird will attempt to facilitate direct communication between the Advertiser and the Influencer to discuss any details once the contract is awarded. There is no legal claim to this. The Advertiser and the Influencer are only allowed to discuss individual details or minor matters. Reachbird must be notified immediately of any changes to the contractual agreements. The Influencer undertakes not to provide any services to the Advertiser beyond his original offer by bypassing Reachbird.

§ 4 Services of the Influencer

- (1) The Influencer undertakes to execute the respective order properly and to publish it within the agreed medium. A post or other advertising publication must remain on the agreed social media channel for at least 180 days and may not be deleted.
- (2) The Influencer undertakes to label the advertising measures to be created within the scope of this agreement in accordance with the statutory provisions and advertising guidelines to the extent permitted. This includes clearly marking the advertising measures created within the scope of this

agreement - as far as legally required - as advertising and to permanently observe the principle of separation of editorial part and advertising. The Influencer is advised that the corresponding marking should be in the respective national language and highlighted and clearly visible and that a "#ad" or a "#sponsoredby" is not considered sufficient according to the current state of German jurisdiction. In addition, all brand and product mentions made by the Influencer may fall under the advertising labelling obligation. Reachbird is not obliged to control the compliance with the legal obligations.

- (3) The Influencer confirms that he has all rights to the material provided by him and in particular that his use and presentation does not infringe any copyrights or other ancillary copyrights, trademark rights or other rights such as the right to his own image or competition law. By entering into the legal transaction between Advertiser and Influencer the Influencer shall be authorized to use and publish the product and any trademark rights within the scope of the order in accordance with the agreement between Influencer and Advertiser.
- (4) The Influencer undertakes not to use any photographs, graphics or other content (collectively referred to as materials) in the production of the order, the content or use of which is punishable by law or otherwise violates legal provisions.
- (5) The Influencer also undertakes not to disseminate content that represent, concern or contain
 - i. the advertiser in a negative context for a period of six months after the end of the campaign (this includes in particular behavior damaging to the advertiser's reputation)
 - ii. racism
 - iii. glorification and trivialization of violence and extremism of any kind
 - iv. incitement to commit crimes and infringements of the law, threats to life, limb or property
 - v. Incitement against persons or companies
 - vi. personal statements, defamation, libel and slander by users and third parties as well as violations of the law of fairness
 - vii. content that infringes copyright or other intellectual property rights
 - viii. sexual harassment of persons and pornography
 - ix. offensive, sexist, obscene, vulgar, hateful and disgusting materials and expressions
 - x. drinking and driving
 - xi. the illegal use of drugs

Unless otherwise explicitly agreed with the advertiser, only content in German and English may be posted.

- (6) The Influencer further commits not to use the posted content for private or commercial purposes afterwards. The use over the agreed own media of the influencer according to the arrangements with the advertiser is excluded from this.
- (7) Furthermore, for the duration of the campaign and for six months after the end of the campaign, the influencer undertakes not to market or promote in its communications on its channels any products, brands, titles and distinctive signs competing with those of the advertiser.
- (8) Influencer will always provide advertisers upon request and without delay with all information received from the provider of the service (e.g. Instagram, YouTube) in connection with the publication of the agreed content (e.g. gender of the readers, time of reading, age of the reader etc.)
- (9) In case of violation of the provisions of § 4 of these Terms of Use, the Influencer is obliged to remedy them immediately. In addition, the Advertiser is entitled to terminate the Agreement without

notice in the event of violations of the provisions of § 4 paragraphs (4) and (5) of these Terms of Use and in the event of the initiation of a public prosecution investigation against the Influencer. The above-mentioned right of termination shall be available to the Advertiser in the event of violations of the other provisions of § 4 of these Terms of Use if the Influencer does not remedy them immediately.

§ 5 Compensation for Reachbird

- (1) The registration process on the platform is free of charge for the influencer – this may be revoked in the future. In the event of revocation Reachbird grants the Influencer a right of termination, which must be exercised within two weeks after notification of the revocation.
- (2) For the use and successful placement of an order with an Advertiser, which was initiated via the Platform, Reachbird shall receive from the Influencer a project-dependent fee in the amount of 15% of the fee agreed between the Advertiser and Influencer (in the case of monetary payments this is the gross fee, i.e. including VAT), which is titled Service Fee.
- (3) The remuneration of Reachbird is to be understood as a net price plus any applicable sales tax.
- (4) Reachbird shall also be entitled to the aforementioned service fee in cases where the Influencer does not perform its contractually agreed services in accordance with the contract (in particular late) or poorly. In this case the Influencer shall reimburse Reachbird the full amount of the service fee even if the Influencer does not receive any remuneration from the Advertiser due to the non-performance or poor performance. The only exception to this is in cases where the Influencer is not responsible.
- (5) In the event that, after conclusion of the contract, the advertiser and influencer increase the remuneration for an advertising service agreed upon with the platform, the service fee shall be calculated on the basis of the increased remuneration. This also applies if the scope of the advertising service is subsequently extended and/or the agreement on the remuneration is adjusted outside the platform. Should the agreed remuneration be reduced after conclusion of the contract, this shall have no effect on the service fee accrued up to that point.

§ 6 Compensation for Influencer

- (1) The influencer receives the remuneration from the advertiser only after proper invoicing. Statutory value-added tax is only due if the influencer is obliged to charge it. He must inform the Advertiser of this in advance.
- (2) Reachbird shall be entitled to collect the entire remuneration due to the Influencer. The Influencer will receive their fee no later than 30 days after receipt of the Advertiser's payment, from which Reachbird may retain the service fee. The Influencer instructs Reachbird to collect the fee from the Advertiser and assigns the share of the fee to Reachbird in the amount of the service fee. Reachbird accepts the assignment. Should the Advertiser fail to pay, Reachbird is not obliged to pursue the claims of the Influencer in and out of court. Reachbird will however, at its sole discretion, assist the Influencer in the collection.
- (3) The payment of the Influencer is due upon proper invoicing by the Influencer and after release by Reachbird or by a credit note issued by Reachbird on behalf of the Influencer. In the case of a credit note, no separate invoicing by the Influencer is required. As per usual, the release is done after the end of a campaign. Reachbird is only required to pay out funds to Influencer once Reachbird has received them.
- (4) The influencer shall independently arrange for any legal obligation to pay social security contributions for artists, social security contributions, taxes and other levies.

§ 7 Granting of rights

- (1) The Influencer grants Reachbird a temporally and spatially unlimited right to broadcast and on-demand purposes for the use of the material provided by the Influencer for the respective advertising service via the platform.
- (2) In addition, the influencer - notwithstanding § 7 paragraph (1) of these terms of use - grants the advertiser an exclusive right, unlimited in time and place, to use the materials (e.g. posts) provided by him for the respective advertising service, to use these materials on his social media channels (e.g. Facebook, YouTube, Instagram, Twitter, TikTok, Snapchat, WeChat etc.). Any use outside of online media requires a separate agreement between the advertiser and the influencer. The influencer is permitted to use the materials for the fulfilment of the contract purposes via his online channels. In addition, the influencer undertakes not to give the materials to third parties for media outside the internet for a period of 5 years.

§ 8 Campaign process and procedure

- (1) Reachbird offers the possibility to assign projects to influencers via the platform. It is necessary to implement the given briefings and to follow the campaign process properly. As an integral part of the campaign, “dos and don'ts” between influencer and advertiser are communicated accordingly. Only the advertiser has the possibility to invite or write to Influencer for a campaign/project via the platform.
- (2) A normal project process is as follows:
 1. influencer selection (selection of the desired candidates by the advertiser);
 2. creation of a proper and clear campaign briefing including " Dos and Don'ts" by the advertiser. The contents are to be accepted and read bindingly by the influencer;
 3. confirmation of the offer of the influencer by the advertiser;
 4. the influencer must bindingly accept a counteroffer from the advertiser within 72 hours. After this period the counteroffer is invalid. In addition, the influencer has the possibility in this step to make a counteroffer or to reject the request;
 5. start of communication via Reachbird and transfer necessary personal data, such as the address
 6. in the next step the influencer creates the desired content for the advertiser. The influencer is obliged to keep to the given timing. If delays or changes occur, these must be communicated immediately and agreed with the advertiser. Failure to do so may result in exclusion from the project and/or claims for damages by Reachbird and/or the relevant Advertiser.
 7. before a post is published online, the action must be approved by the advertiser via the platform. Only after release may an action be shared on the social media platforms. In case of a complaint by the advertiser, the influencer is obliged to make the adjustments immediately. In addition, the influencer must upload the action to the platform so that a report can be created.
- (3) The Influencer will completely remove and delete already published actions at any time upon request of the Advertiser. Special wishes or agreements can be communicated at any time via the communication option on the platform. The Influencer commits to communicating via the chat function on the platform.

§ 9 Warranty, delay and poor performance

- (1) The legal regulations apply.

- (2) The Influencer is advised that failure to meet the deadlines agreed with the Advertiser or failure to perform the agreed services may give rise to claims against the Influencer. The advertiser can, for example, reduce the remuneration appropriately, withdraw from the contract and possibly demand compensation.

§ 10 Liability

- (1) The Influencer has no claim to uninterrupted availability of the Reachbird Service. Reachbird strives to provide the platform according to the state of the art, however interruptions and/or limitations may occasionally occur, especially when maintenance or other service measures are carried out. In this respect the Influencer has no claim for failure. This is also valid in case of force majeure.
- (2) Reachbird is liable for intent and gross negligence as well as in the event of personal injury. Liability for negligence is limited to liability for personal injury and in the event of breach of essential contractual obligations, so-called cardinal obligations (i.e. a contractual obligation, the breach of which would endanger the achievement of the purpose of the contract and on the fulfilment of which a contractual partner may regularly rely). In the case of slightly negligent breaches of duty, except for personal injury, liability shall be limited to typical damage that was foreseeable at the time the contract was concluded. Furthermore, Reachbird is liable for damages, which are provided for due to mandatory legal regulations (e.g. Product Liability Act). The limitations of liability shall also apply to the vicarious agents, organs and employees of Reachbird.
- (3) Reachbird is not liable for any further damages. Reachbird is in particular not liable for content created and distributed by Influencers and/or Advertisers.
- (4) The Influencer shall hold Reachbird harmless from all claims of third parties that are asserted against Reachbird on the basis of the materials submitted by him.
- (5) The influencer also bears the legal responsibility for the advertising content created and disseminated by him and indemnifies the advertiser from all possible claims of third parties and in this connection assumes all costs incurred by the advertiser. This does not apply if the Advertiser has controlled and approved the advertising measure. In this case, liability is limited to gross negligence.
- (6) Influencer must inform the advertiser of any obligation to pay turnover tax.
- (7) Reachbird only provides the mediation of the agreement between the Influencer and the Advertiser. Reachbird is therefore not liable for the payment of the Advertiser's fee to the Influencer.
- (8) Reachbird does not review the image, voice, video, text and other content of the Influencers and Advertisers and therefore does not guarantee the accuracy of the project data, identities etc. provided by the Influencer or Advertiser. Similarly, Reachbird will not check without separate agreement with the Advertiser whether and to what extent the content created by the Influencer (video, image, voice, text content) meets the briefing requirements.

§ 11 Secrecy

The Influencer commits to treating the information provided within the scope of the contractual relationship with Advertiser confidentially even after the conclusion of the contract and to maintain silence about this. This confidentiality agreement shall not apply if the information is obviously known in advance or has been made available to the influencer by a third party without violation of this confidentiality obligation. In particular, the influencer is prohibited from disseminating the relevant information via the Internet or social media.

§ 12 Non-competition clause

- (1) The Influencer agrees not to approach the Advertiser directly to circumvent Reachbird even after the campaign has ended. This does not apply if the contractual relationship between Reachbird and the Advertiser is terminated.
- (2) The Influencer tries to select additional advertising co-operations in such a way that the advertising and marketing strategies planned by the Advertiser with the Influencer and known to him are not thwarted or reduced in their advertising value by his other obligations. The influencer shall consult with the advertiser before entering into any cooperation between the influencer and the advertisers and any third parties who are in such a relationship with existing advertising cooperation.

§ 13 Privacy policy

- (1) Reachbird collects data of the Influencer during the course of registration and processing of contracts. The personal data deposited by the Influencer will be used within the scope of the data protection declaration issued by Reachbird as well as in accordance with the statutory provisions of data protection law, in particular those of the Federal Data Protection Act (BDSG), the Basic Data Protection Regulation (DSGVO) as well as the Telemedia Act (TMG).
- (2) Further information on data collection, processing and transfer can be found in our privacy policy.

§ 14 Final clauses

- (1) Place of performance, payment and fulfilment for the contractual relationship between Reachbird and Influencer is the registered place of business of Reachbird.
- (2) Contracts between Reachbird and the Influencer shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods. Contract language is German.
- (3) In the event of a breach of the provisions of these Terms of Use the Influencer can be excluded with immediate effect from Reachbird's use of the platform.
- (4) If Reachbird intends to amend these Terms of Use, the proposed amendment will be notified to the Influencer by email. The changes will be deemed to be approved unless the Influencer (or its legal representative) objects to them in writing. Reachbird will make specific reference to this consequence in the notification email. The objection must be received within six weeks after receipt of the notification. If the Influencer exercises its right of objection, Reachbird's request for modification shall be deemed rejected. The contract will then continue without the proposed changes. In this case Reachbird has the right to terminate the hereby concluded agreement with the Influencer without notice.
- (5) The place of jurisdiction for all disputes arising from contractual relationships between Reachbird and the Influencer is Munich, provided the Influencer is an entrepreneur.
- (6) Should individual provisions of this agreement be invalid in whole or in part, the validity of the remaining provisions shall not be affected. In place of the invalid points, the corresponding legal regulations, if any, shall apply.