

## WIKITUDE'S PAYMENT POLICY

### 1. GENERAL

1. This Payment Policy of Wikitude GmbH ("Wikitude") applies when you offer Premium Content (as defined in Sec. 7 of the Wikitude Content Interface Terms of Use) to end users via the Wikitude Content Interface.
2. This Payment Policy follows the provisions of the Wikitude Content Interface Terms of Use (available at [www.wikitude.com](http://www.wikitude.com)) and is applied in addition to the latter.
3. The parties of this Payment Policy (i.e. you and Wikitude) acknowledge that solely you as content partner will enter into a contractual relationship with end users accessing your Premium Content via the Wikitude Content Interface; Wikitude will only act on your behalf and you authorise Wikitude to do so. Wikitude does not have control of, or liability for, your Premium Content.

### 2. DEFINITIONS

- 2.1. This Payment Policy follows the same definitions as used in the Wikitude Content Interface Terms of Use.
- 2.2. Notwithstanding the above, the following terms when used in this Payment Policy shall have the meanings set forth below:
- 2.3. "Content Partner Account" means an account opened to use the Wikitude Content Interface.
- 2.4. "Deficiency" means in relation to the Wikitude Content Interface and/or the Wikitude Service and/or the pricing of Premium Content, any error, problem, defect, malfunction or deficiency.
- 2.5. "End User Fee" means the price (in Euro) end users have to pay for access your Premium Content via the Wikitude Content Interface. In determining the End User Fee you are free to choose the specific amount.
- 2.6. "Premium Content" means your Client Content which you offer to end users as paid content.
- 2.7. "Receipts" mean all successfully completed payments of End User Fees received, excluding Taxes, by or from end users either made through Wikitude or a Third Party Payment Provider for access your Premium Content via the Wikitude Content Interface (for greater clarity, Receipts shall not include cancellations and early terminations by end users which occur prior to payment) within a respective calendar quarter. In respect of Receipts received by or on behalf of Wikitude in currencies other than Euro, Wikitude will convert such currency to Euro at the time the Quarterly Payable Amount is being paid by Wikitude to you as set forth in Section 5.2.
- 2.8. "Taxation Authority" means any government, state, municipality or any local, provincial, state or other fiscal, customs, excise or taxing authority, body or official anywhere in the world with responsibility for, and competency to, impose, collect, audit, assess, administer or levy any Taxes or make any decision or ruling in respect of any Taxes.
- 2.9. "Taxes" mean all taxes, assessments, tariffs, dues, duties, rates, fees, imposts, levies and similar charges of any nature whatsoever, imposed, levied, assessed, or collected by any Taxation Authority arising out of or relating to the use or performance of the Wikitude Services or the Wikitude Content Interface, the Premium Content and its access by end users, and/or any payment to you and/or the payment to Wikitude and any other action or

omission as set forth in the Terms and Conditions, together, in each case, with all interest, penalties, fines or other additional amounts imposed in respect thereof, including without limitation all income taxes, sales taxes, value added taxes, stamp taxes and duties, transfer taxes or customs duties.

- 2.10. „Terms and Conditions“ mean, collectively, the Wikitude Content Interface Terms of Use, this Payment Policy, the Wikitude Terms of Use, operating rules, guidelines and any other legal notices which Wikitude declares applicable to the Wikitude Content Interface and the Wikitude Services, as the same may be amended, modified, supplemented or restated from time to time in accordance with its terms by Wikitude.
- 2.11. “Third Party Payment Provider” means any third party being engaged or acting on behalf of Wikitude to handle, collect or receive payments from end users. Any payments of End User Fees will be made through Wikitude or such Third Party Payment Provider.
- 2.12. “Wikitude Content Interface” shall have the meaning as defined in Sec. 1 of the Wikitude Content Interface Terms of Use.
- 2.13. “Wikitude Content Interface Terms of Use” means the Terms and Conditions which govern use of the Wikitude Content Interface and all other products and services available at or through [www.wikitude.me](http://www.wikitude.me) and/or [www.wikitude.org](http://www.wikitude.org) and/or [www.wikitude.com](http://www.wikitude.com)
- 2.14. “You” or “Content Partner” mean(s) any Person who uses the Wikitude Content Interface and/or Wikitude Services for the purpose of developing and/or publishing your own Premium Content on a Wikitude mobile application or mobile webpage.

### 3. DETERMINATION OF END USER FEES

- 3.1. You shall determine the End User Fee and currency for such End User Fee for your Premium Content within the available end user fees and currencies given by Wikitude’s Third Party Payment Provider (such end user fees from Wikitude’s Third Party Payment Provider may change from time to time) before you offer Premium Content to end users via the Wikitude Content Interface.

### 4. PAYMENTS BY END USERS

- 4.1. You hereby agree that Wikitude will monitor and collect all payments of End User Fees made by end users through Wikitude or a Wikitude’s Third Party Payment Provider. You refrain from collecting any of End User Fees and you also may not have collected these payments through third parties.
- 4.2. If deemed appropriate, Wikitude may, at Wikitude’s sole discretion, use Third Party Payment Providers for handling and collecting End User Fees.
- 4.3. To enable the End User Fees and Commissions to be accurately determined, Wikitude will implement an automated process to accurately determine and record all successfully completed payments of an End User Fee (either made through Wikitude or Wikitude’s Third Party Payment Provider). Wikitude will inform you about successfully completed payments of an End User Fee in respect to your Premium Content every calendar quarter; such quarterly information shall be due within thirty (30) days following the end of each calendar quarter. The form of such quarterly information may be amended from time to time by Wikitude, as Wikitude determines in its sole discretion.
- 4.4. WITHOUT LIMITING THE PROVISIONS OF ARTICLE 9 OF THE WIKITUDE CONTENT INTERFACE TERMS OF USE, WIKITUDE WILL IN PARTICULAR UNDER NO CIRCUMSTANCES WARRANT THAT YOU WILL RECEIVE REVENUES, END USER FEES OR RECEIPTS THROUGH THE USE OF THE WIKITUDE CONTENT INTERFACE.

### 5. COMMISSIONS AND PAYMENTS TO YOU

- 5.1. In consideration for the provision of the Wikitude Services, you agree to pay Wikitude a

commission in the amount of 40 % of all Receipts (the "Commissions"). The remains of the Receipts during a respective calendar quarter accrue to you ("Quarterly Payable Amount").

- 5.2. The Quarterly Payable Amount shall be due quarterly and shall be paid by Wikitude to you within thirty days following the end of each calendar quarter. If the Quarterly Payable Amount is less than EUR 100 within a given calendar quarter, Wikitude reserves the right, at Wikitude's sole discretion, to roll such Quarterly Payable Amount forward to the following calendar quarter until EUR 100 is reached.
- 5.3. All payments required to be made hereunder will be made by electronic funds wire transfer to the bank account designated in your Content Partner Account. You are solely responsible for entering the correct bank details in your Content Partner Account. Inaccurate or incomplete details will not be processed by Wikitude, and as a consequence, Wikitude can and will not make payments by electronic funds wire transfer to you.
- 5.4. You will bear all risks of payments and electronic funds wire transfer, all costs and expenses resulting from such payments and electronic funds wire transfer required to be made to you hereunder, including, but not limited to, bank fees or other charges related to the payment by Wikitude of the Quarterly Payable Amount.
- 5.5. Wikitude will issue a credit note to you for the amount owed to you by Wikitude on a quarterly base.
- 5.6. All payments to you will be made in Euro only.
- 5.7. Upon the termination, Wikitude shall pay any remaining Quarterly Payable Account within thirty days following the end of the then current calendar quarter. If your account is terminated and Wikitude is unable to contact you using the contact information provided in your Content Partner Account, Wikitude may also, at Wikitude's sole discretion, charge a termination fee equal to the amount of the remaining Quarterly Payable Amount to cover administrative costs.
- 5.8. Wikitude shall have the right to deduct all or a portion of your Quarterly Payable Amount to the extent that you owe any amount to Wikitude, in particular the Commissions.
- 5.9. Wikitude has the right to discontinue paying the Quarterly Payable Amount to you in the event that Wikitude has, in its reasonable business judgment, reason to suspect that your Content Partner Account has been subjected to and/or involved in fraudulent activities, until satisfactory resolution and/or explanation of the suspect activities is obtained. To the extent that any fraudulent activities are determined to be caused by your or your suppliers', licensors' or affiliated companies' actions or omissions, any costs incurred by Wikitude (including legal fees and costs) in connection therewith may, in addition to the other remedies set forth by this Payment Policy or the Terms and Conditions, be deducted by Wikitude from any outstanding or future amount otherwise payable to you hereunder.
- 5.10. Wikitude is entitled to withhold any payment to you, including, but not limited to, the payment of the Quarterly Payable Amount, in the event that you violate one of the provisions of this Payment Policy or the Terms and Conditions.
- 5.11. You shall reimburse and hold Wikitude harmless in full in the event that Wikitude has to refund end users or third parties in respect to your Premium Content and any payment resulting therefrom. As applicable, Wikitude will nevertheless be entitled to its Commissions notwithstanding the refund to end users.

## 6. TAXES

- 6.1. Upon receipt of a successfully completed payment of an End User Fee by an end user, Wikitude will, and is hereby authorized to, deduct and remit all applicable Taxes in respect to any End User Fee and/or the Receipts to the respective Taxation Authority which has to be paid and/or withheld by Wikitude pursuant to any applicable law. You further acknowledge and explicitly agree that Wikitude's Third Party Payment Provider will, and is hereby

authorized to, deduct and remit all applicable Taxes to the respective Taxation Authority which has to be paid and/or withheld by such Wikitude's Third Party Payment Provider pursuant to any applicable law.

- 6.2. You acknowledge and agree that you are solely responsible for the payment of any applicable Tax to any competent Taxation Authority in any jurisdiction.
- 6.3. Any payment that may be subject to taxation in any jurisdiction, Wikitude may require you to provide taxpayer information solely as required by the respective jurisdiction. If payments to you by Wikitude hereunder are not subject to income taxation in a given jurisdiction, you may be required to confirm this fact, if required by the respective jurisdiction.
- 6.4. Notwithstanding anything else contained herein, if any amounts (including without limitation any Taxes) are required to be withheld by Wikitude from any amount otherwise payable by Wikitude to you under this Payment Policies, Wikitude shall have the right to withhold and in that case Wikitude will pay, or cause to be paid, to the relevant Taxation Authority the full amount required to be withheld in accordance with applicable law; Wikitude will furnish you an official receipt (or a copy thereof) or such other documentation evidencing payment of the withheld amount to the relevant Taxation Authority.
- 6.5. WITHOUT LIMITING THE PROVISIONS OF ARTICLE 11 OF THE WIKITUDE CONTENT INTERFACE TERMS OF USE, YOU SHALL INDEMNIFY AND HOLD WIKITUDE AND ITS REPRESENTATIVES AND AFFILIATES HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS BY ANY TAXATION AUTHORITY FOR NON-PAYMENT OR UNDERPAYMENT OF ANY TAX AND BY ANY END USER IN CONNECTION WITH OR RELATING TO YOUR PREMIUM CONTENT.

## 7. MISCELLANEOUS

- 7.1. Wikitude reserves the right, at its sole discretion, to modify or replace all or any part of the Payment Policy at any time. New versions of the Payment Policy will be made available through email.
- 7.2. If any provision of this Payment Policy is held invalid or unenforceable, that provision will be construed to reflect the parties' original intent. Despite the invalidity or unenforceability of such provision, all other provisions of the Payment Policy will remain in full force and effect.