

ARESA LICENSE AGREEMENT



ARESA provides its repertoire to online music services (aka Digital Service Providers, "DSPs") in order to enable these DSPs to offer their customers an extensive repertoire of musical works.

For this purpose ARESA offers a so called "Licence for the provision of online and/or mobile music services to the public for private use" (the "Agreement").

Whereas the basic structure of the Agreement features a variety of standard terms and definitions applicable to each DSP, every Agreement is being individually negotiated in good faith between ARESA and the DSP in order to reflect in particular the different scope and/or functionalities of the services. The relevant terms and conditions will be based on objective and non discriminatory criteria and will be in each case aligned to assure an appropriate remuneration for the rights holders for the use of their works.

LICENSE FOR THE PROVISION OF ONLINE AND/OR MOBILE MUSIC SERVICES TO THE PUBLIC FOR PRIVATE USE

AGREEMENT BETWEEN

ARESA GmbH whose registered office is at Rosenheimer Straße 11, 81667 Munich Germany ("ARESA") representing the rights of BMG Rights Management (Europe) GmbH ("BMG"), the Performing Right Society ("PRS") and GEMA in the Licensed Works

and

THE LICENSEE

These specific terms ("Deal Terms") and the General Terms and Conditions and the schedule attached hereto shall form the entire agreement between the parties hereto in respect of the Licensed Service ("Agreement"). In the event of conflict between the General Terms and Conditions and the Deal Terms, the Deal Terms shall prevail. All capitalised terms contained within these Deal Terms shall apply throughout the Agreement.

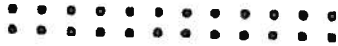
The terms of this Agreement shall be non-precedential for any future agreement between the parties.

DEAL TERMS

Licensors	ARESA and/or ARESA on behalf of PRS and GEMA
Licensed Works	means the Anglo-American repertoire of musical works to the extent owned and/or controlled from time to



	<p>time for online and/or mobile use by BMG. This means, without limiting the foregoing, each and every musical work or part of such a musical work (composition and lyrics or other words used in association with the music) (1.) the online and/or mobile rights in which are owned, controlled or administered in one or more states within the Licensed Territory by BMG from time to time and (2.) which is created by authors or composers who are members of any of the following collecting societies namely AMRA, ASCAP, BMI, SESAC, SOCAN, PRS, IMRO, APRA and SAMRO or who are not member of any collecting society and associated with BMG. Notwithstanding the foregoing, a musical work shall only be a Licensed Work hereunder to the extent that, and solely for the periods in respect of which, such musical work is included in Invoices issued by ARESA under this Agreement.</p>
<p>Licensee Registered company name Registered Address VAT-ID-Number</p>	
<p>Licensed Service</p>	
<p>Licensed Territory</p>	
<p>Term</p>	
<p>Reporting Frequency</p>	<p>Full and accurate usage reports in the correct Electronic Reporting Format including the information specified in Schedule 1 and in accordance with the terms hereof ("Usage Report") to be provided to ICE Germany GmbH (on behalf of ARESA) monthly within ten (10) working days after the end of the calendar month to which the Usage Report relates. The Licensee shall inform ARESA by email to administration@aresa-music.eu every time a new Usage Report has been submitted to ICE Germany GmbH.</p>
<p>Invoice and Payment</p>	<p>Following receipt of each monthly Usage Report</p>



Terms	<p>ARESA shall invoice the Licensee for the Royalty Fee payable to the Licensors and the Licensee shall pay each such invoice at its own expense by electronic bank transfer upon receipt of each invoice. The Licensee shall make its payment in Euros and shall bear its own currency exchange costs, if applicable.</p> <p>Along with each payment the Licensee shall send a remittance advice to licensing@aresa-music.eu.</p> <p>The Licensee shall bear any banking fees in connection with the payment. For the avoidance of doubt if the bank has deducted any fees from the payment, the Licensee shall remit such payment to ARESA within 3 working days of receipt of notice from ARESA.</p>
Electronic Reporting Format	
Royalty Fee	<p>to be discussed -> <u><i>please see the published Aresa Standard Royalty Fee</i></u></p> <p><i>For licenses for the territory Germany only:</i></p> <p>All of the above Royalty Fees for the territory of Germany are conditional on GEMA having agreed or agreeing the same commercial terms and rates with the Licensee for the Licensed Service in Germany. In the event that GEMA should apply and/or publicise a new and different tariff during the Term of this Agreement or should reach an agreement with the association BITKOM/any other association that is applicable to the Licensed Service licensed hereunder (or part thereof) it shall be applicable as of the effective date of such tariff/agreement and for the remainder of the Term in Germany and replace the Royalty Fee determined herein in Germany.</p> <p>Gross Revenue hereunder means all revenue received (or receivable) by the Licensee from Users or third parties in relation to the provision of the Licensed Service, irrespective of whether there has been an exploitation of a Licensed Work or a User or third party accesses or uses the Licensed Service, which shall include, without limitation, revenue received (or</p>



	<p>receivable);</p> <ul style="list-style-type: none">(a) from Users in relation to the making available of the Licensed Service; and(b) as a result of the placement of advertising on or within the Licensed Service and as branding and/or sponsorship fees in relation to the provision of the Licensed Service; and(c) in the form of commissions from third parties, including but not limited to, as a result of Users accessing and/or purchasing from a service of a third party via the Licensed Service and/or as a result of third parties being allowed to syndicate content and/or advertising in or on the Licensed Service; and(d) as revenue from vouchers or voucher codes (where expressly permitted hereunder); and(e) any other revenue arising in relation to the provision to Users of the Licensed Service (including, without limitation, such revenue received in relation to barter or contra deals, such deals to be valued for these purposes). <p>"User" means a natural person in the Licensed Territory who receives the Licensed Service for their own private and non-commercial use.</p> <p>In each of the above cases such revenue shall, for the avoidance of doubt, include any such revenue whether received or receivable by the Licensee or any associate, affiliate, agent or representative of such party.</p> <p>When the provision of Licensed Work(s) is bundled with other content, products or services, then the amount apportioned to and included in the Gross Revenue in respect of such provision of Licensed Work(s) shall not be less than the standard standalone retail price (being the Licensee's current standalone retail price or, if not available, the Licensee's most recent standalone retail price, or if not available, the current standalone retail price of the most comparable digital music service provider) applicable to that provision of Licensed Work(s) at the time when the provision of Licensed Work(s) is so bundled.</p> <p>For the avoidance of doubt, the Gross Revenue as</p>
--	---



	defined shall only be that portion of such revenue that is received (or receivable) in relation to Licensed Works and not that received (or receivable) in relation to musical works which are not Licensed Works. The method by which the portion is calculated shall be based on the proration of the actual usages of the Licensed Works versus the not Licensed Works.
Lump Sum	In addition the Licensee shall pay a non refundable but recoupable lump sum of [tbc] upon signature of this Agreement and receipt of an invoice from the Licensors.

GENERAL TERMS and CONDITIONS

1. **Licensed Rights:** (1) Subject to and conditional upon compliance with the terms and conditions contained herein and the Schedules the Licensor(s) grant the Licensee a non-exclusive right during the Term in the Licensed Territory:

- (a) to reproduce Licensed Works on servers for the purpose of transmitting the same to Users (for the User's own private and non-commercial use) by means of the Licensed Service; and
- (b) where the Licensed Service expressly authorises the temporary or permanent reproduction of Licensed Works on Users' Data Storage Devices, to cause such copies to be made in the Licensed Territory for the User's own private and non-commercial use;

solely as part of and for the purposes of the provision of the Licensed Service.

(2) Subject to and conditional upon compliance with the terms and conditions contained herein and the Schedules the Licensor(s) grant the Licensee a non-exclusive right, during the Term in the Licensed Territory, to communicate to the public and to authorise the communication to the public of Licensed Works, solely as part of and for the purposes of the provision of the Licensed Service.

(3) The licence granted pursuant to this Agreement shall not extend to any other rights not expressly licensed hereunder.

By way of example, this Agreement shall not apply to synchronization rights, advertising rights, rights to edit or adapt the works, physical distribution rights, rights to play the output of a Licensed Service in public, such as in a bar or café, broadcasting rights, rights in sound recordings, films, dramatic works or in performances and/or graphic



reproduction rights (including, without limitation, copies of lyrics, notation or scores). Nothing in this Agreement affects the moral rights of authors of Licensed Works subsisting in any country of the Licensed Territory and the Licensee hereby undertakes not to infringe the moral rights of authors. For the avoidance of doubt the licenses granted under this Agreement shall not apply to any "karaoke" service unless expressly permitted in the Deal Terms.

(4) The licence granted pursuant to this Agreement shall not extend to any usage through which the Licensed Service is integrated into, accessible from or embedded into third party websites (whether via so-called "widgets", or any other means).

(5) The licences granted herein are valid only insofar as the Licensee is the Music Service Provider and only in relation to the Licensed Service. Music Service Provider means the party which, in relation to the Licensed Service, most closely meets the following criteria: (a) contracts with the User in relation to the provision of the Licensed Service; (b) sets and controls the price the User pays; (c) can fully report on all elements of Gross Revenue (including relevant advertising revenues); (d) can fully report on all elements of music usage (or can procure such reporting); (e) controls how content is offered and bundled within the Licensed Service; (f) carries out the copyright restricted acts licensed under this Agreement.

2. The Licence is granted on a non exclusive basis and is non transferable.

3. Licensed Term: (1) The Agreement shall run for the Term.

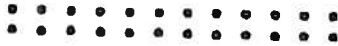
(2) Either party shall have the right to terminate this Agreement by written notice forthwith where the other party:

(a) commits a material breach of this Agreement - whereby a material breach includes without limitation failure to provide full and accurate reporting of music usage, failure to make any payment by the due date or denying the Licensors the possibility of fully exercising the Audit Rights hereunder - which is capable of remedy and fails to remedy such breach within 14 days after receipt of notice of such breach; or

(b) commits a material breach of this Agreement which is not capable of remedy; or

(c) goes into receivership or any resolution is passed for its winding-up or liquidation (other than for the purposes of reconstruction or amalgamation) or is otherwise unable to pay its debts.

(3) The Licensee shall have the right to terminate this Agreement by giving written notice to ARESA in the event that the Licensee ceases to operate the Licensed Service.



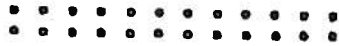
(4) In the event that ARESA ceases to be the agent for BMG and/or PRS, due by way of example, to termination/expiration of the respective agreements between ARESA and BMG and/or PRS or if ARESA shall enter into liquidation or is wound up or make a general assignment regarding all or a substantial part of ARESA's assets and/or undertaking, ARESA shall have the right to terminate this Agreement by written notice forthwith or to assign or otherwise transfer any or all of its rights or obligations under this Agreement.

(5) Upon termination or expiry of this Agreement all licences granted under this Agreement shall terminate and the Licensee shall immediately cease to be licensed by the Licensor(s) for the rights hereunder. Termination of this Agreement for whatever reason shall be without prejudice to any rights which have already accrued to the parties under this Agreement prior to such termination.

4. Reporting: (1) The Licensee is required to prepare and deliver full and accurate Usage Reports in accordance with the terms outlined in the Deal Terms in respect of all musical works reproduced and/or communicated to the public by the Licensee as part of the Licensed Service(s). The information set out in Schedule 1 must be reported separately for each territory, though for the avoidance of doubt it can be supplied in one single Usage Report.

(2) The Licensee shall maintain Transactional Reports of all User transactions in respect of each country of the Licensed Territory on a country by country basis (based on the country in which the User is located when accessing the Licensed Service(s)) and shall keep them for a period of 6 years after the end of the calendar year in which the transaction took place. ARESA may request that the Licensee provide information from the Transactional Report to the Licensors for the purposes of verification of Usage Reports and sales data to check the completeness and correctness of licensee's usage reporting using spot check test buys. In this respect Transactional Report means a report to be requested by the Licensors not more than once per calendar quarter, containing information about individual sale transactions. The transactional report shall contain the following 3 columns only in a flat file, pipe-delimited format and should be made available on request by ARESA in a form in which the following information about the individual transaction is accessible and identifiable: 1. Licensee's unique product identifier, as reported in the Usage Report as per schedule 1; 2. Purchase ID or Order ID or Invoice ID, as communicated to the end consumer in sale confirmation message or invoice and 3. Net price, using same number format as in the Usage Reports as per Schedule 1. Metadata on the used works is not required in this report and should not be included in order to minimise file size.

(3) The Licensee acknowledges that time is of the essence for the Licensors in terms of receiving the Usage Reports, and will therefore use best endeavours to deliver and/or make available each Usage Report as soon as reasonably practicable. In order to provide the Licensors with transactional data as soon as possible, and to the extent that such access is not yet available, the Licensee will develop an online tool by which both ARESA



and BMC can directly access all available transactional/sales data regarding the Licensed Works on an ongoing basis.

5 **Payment:** (1) In consideration of the rights granted hereunder, the Licensee shall, in accordance with the payment terms outlined in the Deal Terms, pay to the Licensors the Royalty Fee.

(2) Value Added Tax (or any other similar tax) as applicable shall be payable to the Licensors in addition to the Royalty Fee on any and all sums due to the Licensors hereunder at the relevant statutory rate.

(3) Except as expressly set out in this Agreement and notified in advance and agreed by ARESA, no deduction in respect of any tax, or any other deduction or set-off of whatsoever nature, shall be made in calculating or paying any sum due under this Agreement.

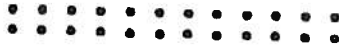
(4) In case any fees payable under this Agreement are not paid by the due date (or the date on which such fees should ordinarily have been paid in circumstances where ARESA has been unable to submit an invoice on behalf of the Licensor(s)) due to default of the Licensee), the Licensee shall pay interest on such late payment calculated on a daily basis at an annual rate of 10 percentage points over the rate for deposit facility, current from time to time, of ECB (European Central Bank).

(5) The Licensors reserve the right to invoice the Licensee at any time for royalties calculated under this Agreement in respect of Licensed Works exploited which were not identified as Licensed Works at the original time that the relevant Usage Report was submitted by the Licensee for up to a maximum of six (6) years from the date on which the original invoice should have been issued. The Licensee shall pay each such invoice by electronic bank transfer immediately upon receipt of the date of the invoice.

6. **Supplementary Performance:** Where the Licensor(s) do not own or control all rights licensed pursuant to clause 1 in Licensed Works the Licensor(s) shall have the right to opt for supplementary performance by redressing the right in question from a third party.

7. **Duplicate Claims**

The Licensors hereby represent that they are entitled to receive all payments hereunder for the use of Licensed Works licensed and invoiced in accordance with this Agreement. In the event that the Licensee is licensed by another rights holder which licenses a specific repertoire of musical works similar to this Agreement, and the Licensors are informed by the Licensee of a pecuniary claim made by such other rights holder for a Licensed Work for a period licensed and invoiced hereunder (such claim to be sufficiently detailed within the payment period hereunder corresponding to the respective invoice in CCID format in accordance with the technical specification downloadable at www.cisac.org to identify the respective Licensed Work and the period so claimed ("the Details of the Claim")), then the Licensors shall use their reasonable endeavours to assist



the Licensee in resolving the duplicate claim. The parties agree that if the other rights holders do not provide the Details of the Claim and the assistance necessary to resolve the duplicate claim then the assistance that the Licensors can provide will necessarily be limited and the Licensors will be under no obligation to provide such assistance.

For the avoidance of doubt, nothing in this clause 7 shall relieve the Licensee from its obligation to pay invoices for royalties in accordance with this Agreement in full.

8. Audit Rights: (1) The Licensors shall have a right of full and detailed audit in relation to the Licensed Service.

(2) The Audit Records may be inspected and reproduced at the premises of the Licensee by representatives of ARESA being officers of ARESA or ARESA's appointed auditors. The Licensee shall ensure that the Audit Records are available for inspection no later than 14 days after the date of the notice by ARESA. The Licensee shall promptly provide ARESA's representatives with any assistance reasonably requested in order to allow them to verify the Licensee's full compliance with the terms of the Agreement.

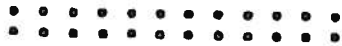
(3) Without prejudice to ARESA's other rights and remedies under this Agreement, the Licensee shall on demand pay to ARESA (a) the amount of the underpayment and (b) interest on the amount of the underpayment based on the period or periods (as applicable) from which the relevant element of the underpayment should have been paid to the date when it is actually paid at the rate determined in clause 5.4. The Licensee has to bear the costs of such audit in case there is an accounting shortfall.

(4) BMG shall have the same audit rights as set out above provided always that such audit is operated by an independent auditor to be mutually agreed between BMG and the Licensee which shall only disclose such data to BMG that relate to Licensed Works.

9. Confidentiality: (1) The parties mutually agree to keep all confidential information in respect of the respective other party

10. Governing Law: This Agreement shall be governed by German law to the extent permissible.

11. Place of Performance and Jurisdiction: Place of Performance and Jurisdiction shall be Munich, Germany to the extent permissible



SCHEDULE 1

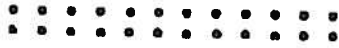
Usage Report

Music Usage Information must be reported separately for each territory of the Licensed Territory and will include the following:

1. Header Information
 - Name of Licensee
 - Licensee/Contract Id
 - Date of message creation
 - Trading name of the Licensed Service

2. Work/recording Information
 - Title of recording
 - Title of work
 - Title of release (e.g. album)
 - For webcast/video download: Episode/programme title of webcast/video download
 - Duration of each usage
 - Full name and role of all interested parties (work contributors), e.g. composers, authors, arrangers, publishers
 - Name of performing artist or group
 - ISWC, if available
 - ISRC
 - GRID or Catalogue number
 - Licensee's unique recording/track/product Identifier on work and release level
 - For releases (e.g. albums) all work/recording information shall be reported for every work contained in the release.
 - Release date of the recording.

3. Usage/revenue information (Licensee shall only report one currency per Licensed Territory)
 - Country of usage
 - Type of service
 - Type of Usage
 - Usage period
 - Number of requests (listeners, downloads, streams etc.)
 - Direct Gross Revenue: Amount received for each use charged to a User, e.g. net end consumer price
 - Currency of payment
 - Separate reporting of all Gross Revenue not directly associated with the exploitation of a particular Licensed Work (by way of example (but without limitation) subscription payments, revenue from vouchers, general advertising revenue). If the agreed usage report format doesn't allow for separate reporting of



- different kinds of Gross Revenue not directly associated with the exploitation of a particular Licensed Work, rules for summing up and/or apportioning revenue to usages shall be negotiated and agreed in good faith, based on the Royalty Fee and Gross Revenue definition in this Agreement.
- Financial summary report which states the total amount of revenue per month, country and service type

ARESA STANDARD ROYALTY FEE / STANDARDVERGÜTUNGSSÄTZE



For the use of ARESA's repertoire, ARESA charges a royalty fee, which

- will be in each case negotiated in good faith between ARESA and the respective licensee and
- will be in each case based on objective and non-discriminatory criteria and
- will be in each case aligned to assure an appropriate remuneration for the rights holders for the use of their works.

As a reference ARESA bases its royalty fees on the published standard royalty rates of the respective European local (music copyright) collection society in the different territories.

HOWEVER, as a minimum, ARESA's standard royalty fee (Standardvergütungssätze) for steaming services shall be

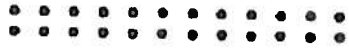
- ⇒ the "greater of" either 15% of a licensed services' gross revenue
- ⇒ or the following minimum royalty fees:

Streaming on Demand (ad-funded and/or free)	0,00375 EUR per stream
Streaming on Demand Subscription	1,25 EUR per subscriber per month
Interactive Webcast	0,002 EUR per stream
Interactive Webcast Subscription	0,27 EUR per subscriber per month
Non-Interactive Webcast	0,0008 EUR per stream

As a minimum, ARESA's standard royalty fee (Standardvergütungssätze) for download services shall be

- ⇒ the "greater of" either 9,5% of a licensed services' gross revenue
- ⇒ or the following minimum royalty fees:

Music Download	0,09 EUR per download
----------------	-----------------------



Further and on request ARESA agrees to discounted rates for religious, cultural and social purposes and in particular for youth welfare.

⇒ For detailed information please contact the ARESA licensing team:

ARESA GmbH, Rosenheimer Straße 11, 81667 Munich, Germany
T +49 89 48003-00
F +49 89 48003-966
E aresa@aresa-music.eu

ARESA STATUTE

⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮⋮

Gesellschaftsvertrag

der
ARESA GmbH

1774/MS/04



1. Firma, Sitz

1.1 Die Gesellschaft ist eine Gesellschaft mit beschränkter Haftung unter der Firma

ARESA GmbH

1.2 Sitz der Gesellschaft ist München.

2. Unternehmensgegenstand

2.1 Gegenstand des Unternehmens der Gesellschaft ist die nationale und internationale Lizenzierung an Werken der Musik im Onlinebereich, insbesondere die Wahrnehmung des anglo-amerikanischen BMG-Repertoires.

2.2 Die Gesellschaft ist zu allen Geschäften und Maßnahmen berechtigt, die zur Erreichung des vorgenannten Gesellschaftszwecks, zur Errichtung von Zweagniederlassungen sowie zur Beteiligung an anderen Unternehmen notwendig oder nützlich erscheinen.

3. Dauer; Geschäftsjahr

3.1 Die Gesellschaft ist auf unbestimmte Zeit errichtet.

3.2 Das Geschäftsjahr der Gesellschaft entspricht dem Kalenderjahr.

4. Stammkapital

4.1 Das Stammkapital der Gesellschaft beträgt EUR 25.000 (in Worten: Euro fünfundzwanzigtausend)

4.2 Das Stammkapital der Gesellschaft ist eingeteilt in 25.000 Geschäftsanteile mit den laufenden Nummern 1 bis 25.000 im Nennbetrag von jeweils EUR 1.

4.3 Das Stammkapital ist vollständig einbezahlt.

5. Geschäftsführung und Vertretung

5.1 Die Gesellschaft hat einen oder mehrere Geschäftsführer.

5.2 Ist nur ein Geschäftsführer bestellt, vertritt er die Gesellschaft einzeln. Im Übrigen wird die Gesellschaft von zwei Geschäftsführern gemeinsam oder von einem Geschäftsführer ge-

1734048401

2/2



meistens mit einem Prokuristen vertreten

- 5.3 Die Gesellschafterversammlung kann allen oder einzelnen Geschäftsführern Einzelvertretungsbezugnis erteilen
- 5.4 Die Gesellschafterversammlung kann alle oder einzelne Geschäftsführer ganz oder teilweise von den Beschränkungen des § 181 BGB befreien.
- 5.5 Die Geschäftsführer führen die Geschäfte der Gesellschaft in Übereinstimmung mit dem Gesetz, diesem Gesellschaftsvertrag, den Beschlüssen der Gesellschafter, ihren mit der Gesellschaft geschlossenen Dienstverträgen, der Geschäftsordnung für die Geschäftsführer (sofern vorhanden) und dem Katalog zustimmungsbedürftiger Handlungen, Maßnahmen und Rechtsgeschäfte (sofern vorhanden)
- 5.6 Die Gesellschafter können durch Gesellschafterbeschluss eine Geschäftsordnung für die Geschäftsführer und/oder einen Katalog zustimmungsbedürftiger Handlungen, Maßnahmen und Rechtsgeschäfte (siehe Ziffer 6.1) erlassen
- 5.7 Ziffern 5.1 bis 5.6 dieses Gesellschaftsvertrages gelten entsprechend für Liquidatoren.

6. Zustimmungspflichtige Rechtsgeschäfte

- 6.1 Die Geschäftsführer bedürfen für alle Handlungen, Maßnahmen und Rechtsgeschäfte, die über den gewöhnlichen Geschäftsbetrieb der Gesellschaft hinausgehen, einer vorherigen Zustimmung der Gesellschafterversammlung, im Fall von Vereinbarungen für deren Begründung, Änderung oder Beendigung. Die Gesellschafter können mit dem Erlass einer Geschäftsordnung für die Geschäftsführer oder eines Katalogs zustimmungsbedürftiger Handlungen, Maßnahmen und Rechtsgeschäfte genauer bestimmen, welche Handlungen, Maßnahmen und Rechtsgeschäfte hiervon insbesondere erfasst sein sollen
- 6.2 Eine Zustimmung der Gesellschafterversammlung ist nicht erforderlich, falls die entsprechende Handlung oder Maßnahme oder das entsprechende Rechtsgeschäft nach Art, Umfang und Höhe bereits im Einzelnen in einem von der Gesellschafterversammlung verabschiedeten Finanz- oder Investitionsplan aufgeführt ist

7. Gesellschafterbeschlüsse

- 7.1 Entscheidungen der Gesellschafter in Gesellschaftsangelegenheiten werden grundsätzlich durch Gesellschafterbeschluss gefasst



7.2 Die Gesellschafterbeschlüsse werden grundsätzlich in Gesellschafterversammlungen gefasst

7.3 Sofern nicht zwingendes Recht eine andere Form vorschreibt, können die Gesellschafter Beschlüsse oder Entscheidungen außerhalb einer Versammlung, d.h. durch schriftliche Abstimmung, im Umlaufverfahren, durch Brief, Fax, E-Mail oder mündlich bzw. telefonisch, insbesondere durch Telefon- und/oder Video-Konferenzschaltung, oder in jeder kombinierten Form fassen, wenn kein Gesellschafter diesem Verfahren widerspricht

7.4 Über Gesellschafterbeschlüsse, die nicht notariell beurkundet werden müssen, ist (zu Beweis Zwecken, nicht als Wirksamkeitsvoraussetzungen) eine von allen Gesellschaftern zu unterschreibende Niederschrift anzufertigen

8. Jahresabschluss, Gewinnverwendung

8.1 Für die Aufstellung und Prüfung des Jahresabschlusses und, soweit erforderlich, des Lageberichts gelten die gesetzlichen Vorschriften

8.2 Die Gesellschafterversammlung entscheidet über die Gewinnverwendung

9. Bekanntmachungen

Die Bekanntmachungen der Gesellschaft erfolgen ausschließlich im elektronischen Bundesanzeiger

10. Schlussbestimmungen

Falls eine Bestimmung dieses Gesellschaftsvertrages ganz oder teilweise unwirksam oder undurchsetzbar ist oder wird, oder für den Fall, dass dieser Gesellschaftsvertrag eine Regelungslücke enthält, soll dies die Wirksamkeit der übrigen Bestimmungen dieses Gesellschaftsvertrages nicht berühren. Anstelle der unwirksamen oder undurchsetzbaren Bestimmung oder zur Schließung einer Regelungslücke werden die Gesellschafter durch Gesellschafterbeschluss eine wirksame und durchsetzbare Regelung vereinbaren, die im gesetzlich zulässigen Rahmen dem am nächsten kommt, was die Gesellschafter beabsichtigt haben oder, hätten sie dies bedacht, beabsichtigt hätten