

Software compilation and transfer of rights contract

between

Dream Multimedia GmbH, Pierbusch 24-26, 44536 Lünen

- referred to below as *Dream* -

and

surname

first name

street

town, post code

- referred to below as the *participant* -

- together referred to as the *partners* -

Preamble

Dream is the leading manufacturer of digital receivers for satellite and cable reception and markets its products internationally with great success. Dream is organising a competition in 2010 to develop a plug-in for the Enigma 2 operating system for the Dream Boxes in which customers and other interested parties can take part, regardless of whether they are private individuals or commercial entities. In the development work, the participant has a completely free hand in determining what scope and content the software has and which purpose the plug-in should serve. By participating in the competition, the participant is obliged to transfer all rights of use for the plug-in to Dream. The transfer ends, however, if the participant does not finish in one of the first three places in the competition and thus does not win one of the prizes.

§ 1 Obligations of the participant

The participant is obliged to develop a plug-in for the Enigma 2 Dream Box operating system. The participant has a free hand in the method of programming and in designing the plug-in. In particular, the participant can decide the purpose of the plug-in and the application it is to enable. The scope of the finished plug-in is also left to the discretion of the participant.

The participant is obliged to develop the software conforming to the principles of proper programming and in accordance with the latest state-of-the-art.

Insofar as possible, the participant shall prepare detailed, complete documentation for the plug-in with the correct content and enclose this with the plug-in.

In order to participate in the competition organised by Dream, the finished plug-in and this signed agreement must reach Dream by **01/12/2010**. The deadline is regarded as met if the plug-in is sent in advance by e-Mail including the scanned and signed agreement. However, the participant is then obliged to send in the original

file and the original agreement signed by the participant without delay. If the original agreement and the original file do not reach Dream by **23/12/2010**, participation is regarded as withdrawn. It is then not possible to win the competition or one of the prizes. No claim exists to participate in the competition. No liability is assumed for the announcement of the winners. Dream will contact the participant after the competition has ended.

§ 2 Rights of use

The participant grants Dream the exclusive, transferable and unrestricted right to reproduce, distribute, execute and exhibit the software in any form or to exploit or use it in any other way for the duration of the legal copyright.

In particular, exploitation and use include the right

- a) to load the software into working memory;
- b) to distribute the software, in particular to sell, lease, loan and implement it in the Dream Box firmware or other Dream products, or to pass it on or reproduce it in some other way;
- c) to process, change, decompile, compile or bind the software - whilst safeguarding any personal copyrights - to integrate or link it into other software, to rearrange or shorten it or to transfer it into another work form.

The participant assures that the software is free from third party protected rights and, as far as he is aware, that no other rights exist which could restrict or exclude its use by Dream. The participant assumes general liability, unlimited in its extent, towards those who take action against an infringement of proprietary rights.

The participant expressly waives his right to affix the copyright mark. Moreover, he transfers all rights concerning publication in the sense of § 12 UrhG (German Copyright Act) to Dream.

Upon handover of the software and submission of this agreement, although at the latest by 23/12/2010, the participant is obliged to hand over all documents and data carriers to Dream which he has compiled in the context of the competition. This obligation of surrender also extends to all copies of the software documentation and to the source code. The participant waives the right as per § 25 UrhG for a period of five years from handover of the software.

The software developed by the participant, including the data carriers and all the documentation, becomes the property of Dream upon handover. The participant has no right of retention nor claims to remuneration.

Transfer and granting of the aforesaid rights ends once it has been established that the participant has not finished in one of the first three places in the competition, although at the earliest on 31/12/2010. The aforesaid rights are thus only definitively transferred to Dream when the participant finishes in one of the first three places. The decision on who has won the competition is made solely by Dream. It is planned to announce the winners on 24/12/2010.

§ 3 Obligations and secrecy

The participant is obliged to keep the plug-in free of malicious programs, in particular trojans, viruses or other malware, and not to implement such in the plug-in and/or data carriers and/or the documentation. The participant is likewise obliged not to spread any content with the plug-in which glorifies violence, is racist or extremist, or which is otherwise illicit or illegal, nor to make such publicly available or allow such to be made publicly available.

The participant is obliged not to reproduce, distribute or sell the software compiled by him within the framework of the competition, including documentation and any additional accompanying programs and any accessories, nor to make such publicly available or allow such to be made publicly available, nor to promote or disclose such to third parties. The participant is furthermore obliged to remain silent concerning the content of this agreement, the content and programming of the software, the documentation and any extra programs developed within the framework of the competition. The participant is obliged to pay a contractual fine of € 5,000 to Dream for each case of violation of these obligations, and thereby waives the argument of treating a series of violations as a single offence.

The obligation of secrecy continues to exist after the competition has ended and is not limited by time.

§ 4 Concluding provisions

Changes and supplements to this contract require the written form. Changes and supplements must be expressly designated as such and be signed by Dream and the participant. No verbal agreements to this contract exist. German law shall prevail, the regulations of UN commercial law do not apply. The place of jurisdiction is the registered office of Dream, insofar as the participant is a merchant entered in the commercial register, a legal entity under public law or a public law special trust.

Lünen,

(Place, date)

(Dream Multimedia GmbH)

(Participant)

(Place, date)