

General Terms and Conditions

1. General

The following General Terms and Conditions of Evernine GmbH (hereinafter referred to as the "Contractor") shall apply to all offers, orders, deliveries and services provided by the Contractor. They shall also apply where we perform our services with knowledge of conflicting or deviating terms and conditions. Any terms and conditions of the Client shall not become part of the contract unless we have expressly agreed to their applicability. Employees of Evernine GmbH are not authorised to make oral ancillary agreements or oral assurances extending beyond the content of the relevant contract, including these contractual terms. Any such ancillary agreements shall require the written approval of the management in order to be effective.

2. Conclusion of Contract; Flat Fee for Expenses

Offers made by Evernine GmbH are subject to change and non-binding. An order shall be deemed placed when the Client accepts the offer in writing or in text form with explicit reference to the offer, and the Contractor confirms the conclusion of the contract in writing or in text form within one week of receipt of such acceptance. In the event that a contract is not performed for reasons for which the Client is responsible, Evernine GmbH may charge the actual expenses incurred, but in any event at least 25% of the order value, unless the Client proves that a lower amount of damage has been incurred.

3. Contract Performance / Project Plan

Unless otherwise agreed, Evernine GmbH shall prepare a project plan within four weeks after conclusion of the contract, setting out the structural framework, graphical and visual design and operational implementation in accordance with the Client's requirements profile, as well as the Client's obligations to cooperate. The Client shall confirm the project plan within three weeks or communicate any requested amendments. Evernine GmbH shall be entitled to terminate the contract if, six weeks after submission of its project plan, no confirmed version has been achieved. Any deadlines contained in the confirmed project plan shall be binding on both parties.

4. Delivery Terms / Client Cooperation Obligations / Availability

4.1 Availability

Where projects are booked with One Voice project management, the availability of the relevant contact person shall be limited to office hours (Monday to Thursday from 9:00 a.m. to 6:00 p.m., Friday from 9:00 a.m. to 4:00 p.m., where possible with feedback on the same day within 48 hours). In the event of vacation or illness, an alternative contact person shall be offered, whose availability shall be agreed individually (i.e. responses may no longer necessarily be provided on the same working day). Availability shall be based on the employment contracts of the One Voice project managers (generally full-time / during the office hours stated above); clients shall be informed accordingly in part-time situations.

4.2 Delivery Terms / Cooperation Obligations

Compliance with the agreed delivery dates shall be subject to the Client fulfilling its contractual obligations, in particular the timely provision of text, audio, image, video and other content (collectively, the "Materials"). If delivery of such Materials is delayed, the delivery date of Evernine GmbH shall be extended by the number of days by which the agreed date for providing the Materials is exceeded. Evernine GmbH shall be entitled to invoice the Client for such days during which personnel were made available without productive outcome in accordance with the agreement valid at that time. In the event of delay by the Client, Evernine GmbH shall have the right, following expiry without result of a reasonable grace period granted to the Client in writing, to terminate the respective individual contract without notice. Evernine GmbH expressly reserves the right to assert any damages arising therefrom.

The Client shall be responsible for procuring all rights to the text, font, audio, image and video materials to be procured by the Client, unless it has been agreed in writing that Evernine GmbH shall procure the rights for individual Materials. The Client authorises Evernine GmbH to reproduce and edit all Client Materials provided for the subject matter of the contract to the extent necessary for performance of the order, in particular to record them in machine-readable form, store them electronically and digitise them. The Client warrants that it holds the rights of use required for the purposes of this contract in respect of the Client Materials and is authorised to transfer such rights, and that no third-party rights are infringed by the contractual use of the Client Materials.

The Client shall bear sole responsibility for ensuring that no third-party rights are affected or infringed in relation to the Materials provided by it and their use. If the Contractor is claimed against by third parties as a result of an infringement of intellectual property rights or copyrights, the Client shall indemnify the Contractor against all costs thereby incurred. The Client further warrants that the Client Materials provided are technically free from defects, i.e. suitable for processing in data processing systems. Any additional costs arising from the reworking of technically defective Materials shall be borne by the Client if the Client expressly

requests such preparation despite the additional costs and Evernine GmbH agrees to carry it out. Evernine GmbH may require acceptance of separable partial services and interim results.

5. Amount and Due Date of Remuneration

Deliveries and services shall be rendered at the prices and on the terms stated in the order confirmation. The prices stated therein shall be binding. The applicable value added tax shall be added. Unless otherwise agreed, payments shall be made within ten days from the invoice date without any deduction. Services provided by Evernine GmbH that are not included in an offer calculation shall be charged in accordance with the current price list of Evernine GmbH. If the payment deadline is exceeded, Evernine GmbH shall be entitled, without prejudice to any further rights, to charge interest at a rate of 3% above the applicable base interest rate. The Client shall only be entitled to withhold payments or set off counterclaims to the extent that such counterclaims are undisputed or have been finally adjudicated. Evernine GmbH reserves title to the delivered products until full payment of the remuneration and satisfaction of all claims, including future balance claims.

6. Media Budget and Use of Funds in Campaigns

6.1 Where a media budget is agreed for a project, such budget shall constitute the bindingly commissioned scope of services for the respective campaign. The Client commissions the planning, management and execution of a cross-channel campaign within the agreed volume; the media budget forms part of this overall service and does not constitute a trust-based advance on costs.

6.2 Evernine GmbH shall apply the media budget at its professional discretion in an economically efficient and impact-oriented manner. If, during the course of the campaign, it determines that further expenditure on one channel or measure will no longer generate any additional relevant reach or impact, it shall be entitled and authorised to reallocate the budget intended for that purpose to other suitable measures within the same campaign, in particular to additional channels in line with the multichannel approach. In such case, the Client shall receive the full agreed consideration in the form of effective campaign measures.

6.3 The commissioned media budget shall be deemed fully performed once it has been fully used for the campaign; no refund shall be made solely because funds were not allocated to an originally intended individual channel. If, in an individual case, a remaining amount can no longer be used meaningfully, the parties shall coordinate on its use, for example by transferring it to a follow-up measure or issuing a credit note.

6.4 Evernine GmbH shall document the use of the media budget in a transparent and comprehensible manner and shall be available for strategic coordination. Any deviating arrangements shall require an express prior written agreement between the parties.

7. Liability

The Contractor shall be liable for damages of any kind caused by the Contractor, its vicarious agents or legal representatives, irrespective of the legal basis, only in cases of intent or gross negligence, culpable injury to life, body or health, breach of essential contractual obligations, fraudulently concealed defects, within the scope of a quality and/or durability guarantee, and for defects giving rise to liability under the German Product Liability Act for personal injury and property damage to privately used items. In the event of a breach of essential contractual obligations, the Contractor shall in any case only be liable for the foreseeable damage typically to be expected. The Client may only withdraw from the contract within the framework of the statutory provisions if the Contractor is responsible for the breach of duty entitling the Client to withdraw.

8. Warranty

For defects in quality and title, the Contractor shall provide warranty, to the exclusion of further claims and subject to the provisions in Sections 7 and 12, in accordance with the following rules. The Client shall test the work immediately upon delivery and shall accept it within five days by means of a written declaration. If the delivered work does not comply with the agreed requirements or contains other defects for which Evernine GmbH is responsible, the Client shall notify Evernine GmbH of the defect in writing within five days. Evernine GmbH shall, without undue delay and within a reasonable grace period, carry out the necessary remedial work or cure the defect. The work shall be deemed accepted if Evernine GmbH has received neither a written declaration of acceptance nor a written notice of defects within five days after delivery.

An insignificant reduction in value or suitability shall be disregarded. If contractual use is impaired during the warranty period, Evernine GmbH shall be entitled to make several attempts to remedy the defect. If remedial action fails definitively, the Client may demand a reduction of the fee or withdraw from the contract, the latter, however, only if the defect renders use of the work, or a substantial part thereof, impossible or restricts it so significantly that economic exploitation is frustrated.

The Client alone shall be responsible for the factual accuracy of the Materials supplied by the Client. The Contractor shall expressly have no duty to inspect the provided Materials with regard to their suitability for performance of the contract or their usability. In this respect, Evernine GmbH shall assume no liability. Any warranty for program code modified by the Client shall be excluded unless the Client proves that the defect would also have occurred in the unmodified program code. Any warranty for defects in third-party software underlying the work and used with the Client's consent shall likewise be excluded.

9. Limitation Period

All claims of the Contractor, irrespective of the legal basis, shall become time-barred after 12 months. The statutory limitation periods shall apply to claims arising from intentional or fraudulent conduct, claims under the German Product Liability Act, and cases of supplier recourse pursuant to Sections 478 and 479 of the German Civil Code (BGB).

10. Scope of Services for Print Orders

The contractually agreed quantity shall be deemed fulfilled with a deviation of up to 2%. A deviation of more than 2% up to 5% shall be deemed minor. It shall only entitle the Client to a proportionate reduction in price, but not to subsequent delivery. The Client alone shall be responsible for the factual accuracy of the printed materials.

11. Protection of Concepts, Ideas and Drafts Prior to Engagement

11.1 All concepts, strategies, roadmaps, creative drafts, layouts, designs, texts, claims and namings provided by Evernine GmbH prior to conclusion of the contract in the context of presentations, pitches, offers or any other preliminary services (collectively, the "Preliminary Services") shall remain its intellectual property. Rights of use in and to such Preliminary Services shall only be transferred upon conclusion of the contract and full payment of the remuneration in accordance with Section 12.

11.2 If no engagement is entered into, the Client shall be prohibited from making any use whatsoever of the Preliminary Services. This shall apply in particular to implementation by the Client itself, by affiliated companies, and to disclosure to or implementation by third parties, in particular other agencies or service providers. Use in modified, shortened or edited form shall likewise be prohibited if the defining elements of the Preliminary Services remain recognisable.

11.3 The Preliminary Services shall be treated as confidential. The Client shall make them accessible only to those persons involved in the decision regarding the engagement. This obligation shall continue for an unlimited period of time until the relevant contents have become publicly known without any contribution by the Client.

11.4 If no engagement is entered into, the Client shall, upon request by Evernine GmbH, return the Preliminary Services or delete them, including all copies, and shall confirm such return or deletion in text form upon request.

11.5 If the Client nevertheless uses the Preliminary Services in breach of Section 11.2, it shall owe lump-sum damages in the amount of the value of the underlying offer. Evernine GmbH expressly reserves the right to assert further damages as well as claims for injunctive relief and

removal. The Client shall remain entitled to prove that no damage, or substantially lower damage, has been incurred.

12. Rights of Use; Defects in Quality and Title

Insofar as copyrights or other industrial property rights arise in connection with the services of Evernine GmbH, Evernine GmbH grants the Client an unlimited right of use in terms of time, covering the entire German-speaking region, for all purposes of commercial communication. Such rights shall be acquired by the Client upon full payment of the remuneration in each case. If development services of Evernine GmbH are adapted for additional countries, Evernine GmbH shall receive separate remuneration for this, to be agreed in advance on a case-by-case basis.

If Evernine GmbH engages third parties for the performance of the contract, it shall acquire their rights of use and transfer them to the Client to the same extent. If, according to the service description, the acquisition of creative services from third parties is envisaged or unavoidable, Evernine GmbH shall acquire the necessary rights and charge the licence fees as third-party costs. If the Client objects to the acquisition of rights, Evernine GmbH shall not acquire the rights and shall inform the Client which part of the order has thereby become impossible to perform.

Work materials (data carriers, draft materials, etc.) shall remain the property of Evernine GmbH. Evernine GmbH shall be entitled to affix an authorship notice in customary size and form. Evernine GmbH may include the Client in its list of references.

13. Protection Against Solicitation

The Client undertakes not to directly or indirectly solicit away any current employee or other contractually bound person of Evernine GmbH insofar as such person is entrusted with services pursuant to Section 1 of these GTC. This agreement shall apply from the commencement of the contract and shall end one year after termination of the contract. In the event of a breach, Evernine GmbH reserves the right to claim a contractual penalty of EUR 40,000.00 for each individual case.

14. Confidentiality

The Contractor undertakes to maintain confidentiality regarding all business and trade secrets of the Client and the Client's customers that become known to it in the course of its activities for the Client. This confidentiality obligation shall continue even after termination of the contractual relationship and shall also apply correspondingly to the Client in relation to Evernine GmbH. Documents that Evernine GmbH has received confidentially in the course of

performing its services shall be stored carefully and protected against inspection by third parties. The same shall apply correspondingly to the Client in relation to Evernine GmbH.

15. Place of Performance and Jurisdiction

The place of performance for deliveries and services shall be the registered office of Evernine GmbH unless otherwise agreed in the respective order. The contract shall be governed exclusively by German law, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG) and the conflict-of-law provisions of German private international law. The place of jurisdiction shall be the registered office of Evernine GmbH.

16. Final Provisions

Should any individual provision of these General Terms and Conditions prove to be invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a new provision deemed agreed which comes as close as possible to the legal and economic purpose pursued by the invalid provision. The parties shall commence corresponding negotiations without undue delay.