

General Terms and Conditions

Note on language: This English version is provided for convenience only. In the event of any discrepancy or dispute regarding interpretation, the German version of these General Terms and Conditions shall prevail.

1. General

The following general terms and conditions of Evernine GmbH (hereinafter "Contractor") apply to all quotations, orders, deliveries and services of the Contractor. They also apply if we render our services in the knowledge of conflicting or deviating conditions. The Clients general terms and conditions shall not become part of the contract unless we have expressly consented to their application. Employees of Evernine GmbH are not authorised to make verbal collateral agreements or give verbal assurances that go beyond the content of the respective contract, including these contractual conditions. Such collateral agreements require the written consent of the management to be effective.

2. Conclusion of Contract, Cancellation and Termination

2.1 Conclusion of contract

Quotations issued by Evernine GmbH are subject to change and non-binding. The order is deemed placed once the Client accepts the quotation in writing or in text form with express reference to it, and the Contractor confirms the conclusion of the contract in writing or in text form within one week of receipt of such acceptance.

2.2 Commitment of resources

The parties agree that Evernine GmbH renders its services using teams that are firmly allocated in terms of personnel and scheduling. Upon conclusion of the contract, Evernine GmbH reserves the personnel and technical capacities required for the order for the agreed period and commences onboarding, project setup, internal resource and scheduling planning as well as – where required – the commissioning of third parties and preliminary services.

These capacities are no longer available for other orders and generally cannot be reallocated at short notice.

2.3 Grace period

If the Client declares in text form within two working days of receipt of the order confirmation that it does not wish the order to be carried out, the compensation under Clause 2.4 shall not

apply. In this case, only the expenses actually incurred up to that point and unavoidable third-party costs shall be reimbursed.

2.4 Cancellation and termination after expiry of the grace period

If the Client terminates the contract after expiry of the grace period without Evernine GmbH having given cause for the termination through a breach of duty for which it is responsible, or if the Client definitively refuses performance of the order, Evernine GmbH retains its claim to the agreed remuneration. In lieu of an itemised invoice, Evernine GmbH may at its option claim the following compensation, in each case calculated on the value of the services not yet rendered:

Time of receipt of the cancellation	Compensation
within two working days of the order confirmation	no compensation (Clause 2.3)
thereafter up to 14 calendar days before the agreed start of services or production	40 %
less than 14 calendar days before the agreed start of services or production	50 %
from the agreed start of services or production onwards	60 %

If no start of services or production has been expressly agreed, the date of conclusion of the contract shall be deemed the start of services.

2.5 Services already rendered and third-party costs

Irrespective of the compensation under Clause 2.4, services already rendered – including conception, analysis, project planning, research and coordination effort – shall be remunerated in full at the agreed fee or, in the alternative, at the daily rates of Evernine GmbH applicable at the time. Third-party, licence, production, print and media services already commissioned or bindingly allocated shall likewise be reimbursed in full, insofar as they cannot be cancelled free of charge. Rights of use in services already rendered shall transfer only upon full payment (Clauses 11 and 12).

2.6 Proof of lower or higher damage

The Client expressly reserves the right to demonstrate that Evernine GmbH has suffered no damage or substantially lower damage, in particular because saved expenses or alternative earnings exceeded the respective compensation amount. Evernine GmbH reserves the right to demonstrate higher actual damage; it may at any time, instead of claiming the flat-rate compensation, invoice the damage actually incurred or the remuneration pursuant to Section 648 of the German Civil Code (BGB).

2.7 Postponement instead of cancellation

If the Client postpones a project, Clause 2.4 shall apply accordingly where the postponement extends more than three months beyond the agreed service period or where no binding new date is agreed within six weeks. If agreed individual appointments, scheduled production phases or milestones already coordinated are postponed or cancelled by the Client at short notice, that is to say less than five working days before the date in question, Evernine GmbH is entitled to charge a flat handling fee amounting to 10 % of the affected monthly or service budget. This may, at Evernine GmbH's option, be invoiced or offset against existing budgets. The Client reserves the right to demonstrate a lower expense.

2.8 Form

Cancellations, terminations and postponements must be made in text form.

3. Contract Execution / Project Plan

Unless otherwise agreed, Evernine GmbH will prepare a project plan within four weeks of conclusion of the contract, setting out the structural framework as well as the graphic and visual design and operationalisation in accordance with the Client's requirements profile, together with the Client's obligations to cooperate. The Client will confirm the project plan within three weeks or communicate requests for changes. Evernine GmbH has the right to terminate if a confirmed version has not been achieved six weeks after submission of its project plan. Deadlines contained in the confirmed project plan are binding on both parties.

4. Delivery Terms / Clients Obligations to Cooperate / Availability

4.1 Availability

Where projects with One Voice project management are booked, the availability of the associated contact person is limited to office hours (Mon–Thu 9 a.m.–6p.m., Fri 9 a.m.–4 p.m., where possible with a right to a response on the same day within 48 hours). In the event of that persons holiday or illness, an alternative contact person will be offered whose availability must be agreed individually (i.e. responses no longer necessarily on the same working day). Availability is based on the employment contracts of the One Voice project managers (generally full-time / the office hours stated); clients will be informed of any part-time arrangements.

4.2 Delivery terms / obligations to cooperate

Compliance with the agreed delivery dates presupposes fulfilment of the Clients contractual obligations, in particular with regard to the provision of text, audio, image and video material and other content (collectively "Materials"). If the handover is delayed, the delivery date of Evernine GmbH shall be extended by the number of days by which the delivery date for the Materials is exceeded. Evernine GmbH is entitled to invoice the Client for those days on which workforce was provided without result, in accordance with the agreement applicable at that time. In the event of the Clients default, Evernine GmbH has the right to terminate the relevant individual contract without notice after the fruitless expiry of a reasonable grace period set for the Client in writing. Evernine GmbH expressly reserves the right to assert any damage arising therefrom.

The Client is responsible for obtaining the rights to the text, typeface, audio, image and video materials to be provided by it, unless it has been agreed in writing that Evernine GmbH shall obtain the rights to individual Materials. The Client permits Evernine GmbH to reproduce and process all Client Materials made available for the subject matter of the contract to the extent necessary to carry out the order, in particular to capture 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 these rights, and that no third-party rights whatsoever are infringed by the contractual use of the Client Materials.

The Client bears sole responsibility for ensuring that third-party rights are neither affected nor infringed with regard to the Materials to be provided by it and their use. If claims are asserted against the Contractor by third parties on account of the infringement of protective rights and copyrights, the Client shall indemnify the Contractor against all costs arising therefrom. The Client further warrants that the Client Materials provided are technically free of defects, i.e. suitable for processing in data processing systems. Additional costs arising from the reworking of technically defective Materials shall be borne by the Client if it expressly requests

such processing despite the additional costs and Evernine GmbH is willing to undertake it. Evernine GmbH may require acceptance of separable partial services and interim results.

5. Amount and Due Date of Remuneration

Deliveries and services are provided at the prices and conditions set out in the order confirmation. The prices stated therein are binding. Value added tax at the applicable rate shall be added. Unless otherwise agreed, payments are to be made within ten days of the invoice date without any deduction. The price list of Evernine GmbH applicable at the time shall govern the use of services of Evernine GmbH that do not form part of a quotation calculation. If the payment term is exceeded, Evernine GmbH is entitled, without prejudice to further rights,

to charge interest at 3 % above the applicable base rate. The Client is entitled to withhold payments or offset them against counterclaims only insofar as its counterclaims are undisputed or have been established by final judgment. Evernine GmbH retains title to the products delivered until the remuneration has been paid in full and all claims, including future (balance) claims, have been satisfied.

6. Media Budget, Material Costs and Use of Funds in Campaigns

6.1 Legal nature

Insofar as a media budget or a budget for material and production costs (e.g. print, dispatch, licences, tools, event costs) is agreed for a project, this shall be treated as a bindingly commissioned scope of services for the respective campaign. The Client commissions the planning, management and implementation of a cross-channel campaign in the agreed volume. The budget forms part of this overall service and is neither an advance payment held in

trust nor a credit balance; no independent claim to payment or repayment of the budget, detached from the campaign order, shall arise.

6.2 Management and reallocation

Evernine GmbH deploys the budget economically and with a focus on effectiveness, at its professional discretion. If it determines in the course of the campaign that further deployment of funds on a channel or for a measure no longer generates additional relevant reach or effect, it is entitled and commissioned to reallocate the budget earmarked for this purpose to other suitable measures within the same campaign, in particular to further channels in the sense of the multichannel approach. The Client thereby receives the full agreed consideration in the form of effective campaign measures.

6.3 Achievement of objectives

If the parties jointly determine that the agreed campaign objectives have been achieved, the service shall be deemed rendered upon such determination, even if the budget has not been fully deployed at that point. Any remaining amount shall be treated in accordance with Clause 6.5.

6.4 Deployment period and cooperation

The budget is to be deployed within the agreed campaign term or, in the absence of an agreement, within twelve months of commissioning. The Client is obliged to provide the approvals, assets, data and decisions required for deployment in good time to enable deployment as planned. If the Client interrupts or stops the campaign, or if deployment is delayed for reasons within the Clients sphere of responsibility, the deployment period shall not be extended automatically; an extension may be agreed in text form.

6.5 Remaining amounts and coordination of use

If the budget has not been fully deployed by the end of the deployment period, the parties shall agree within four weeks on the use of the remaining amount. Options include in particular deployment for other suitable measures within the same campaign, carry-over to a follow-up measure, or a credit note. Any carry-over requires an agreement in text form.

6.6 Lapse in the absence of a decision

If the Client does not declare its position on the use of the remaining amount within six weeks of a request from Evernine GmbH in text form, Evernine GmbH is entitled to deploy that amount at its reasonable discretion for suitable measures in the Clients interest. If no declaration is made following a second request with a further period of six weeks, the claim to deployment of the remaining amount shall lapse upon expiry of that period. Evernine GmbH shall expressly draw attention to this consequence in both requests. The Clients right to request a use pursuant to Clause 6.5 within these periods remains unaffected.

6.7 De minimis threshold

Remaining amounts of up to 5 % of the agreed budget, but no more than EUR 500.00, shall be deemed used without further coordination and will not be refunded or carried over.

6.8 Agency service fee

For media campaigns, Evernine GmbH charges an agency service fee on the media spend deployed, amounting to 15 % up to a volume of EUR 20,000.00 per year and 10 % from a volume of EUR 20,000.00 per year, unless otherwise agreed in the quotation. The agency service fee covers the handling fee and the charges for the associated payment services, access to agency rates with advertising providers, and the data vendor fees of the advertising providers. Media spend requires advance payment. If the media budget is delivered via the Clients own advertising accounts, the agency service fee does not apply.

6.9 Documentation

Evernine GmbH documents the deployment of the budget in a transparent manner and is available for strategic coordination. Any deviating arrangements require an express prior written agreement between the parties.

7. Liability

The Contractor shall be liable for damage of any kind caused by the Contractor or its vicarious agents or legal representatives, on whatever legal grounds, only in cases of intent and gross negligence, culpable injury to life, body or health, breach of material contractual obligations, fraudulently concealed defects, within the scope of a guarantee of quality and/or durability, and for defects insofar as liability arises under the German Product Liability Act for personal injury and damage to privately used property. In the event of a breach of material contractual obligations, the Contractor shall in any case be liable only for foreseeable damage typical of the contract. The Client may withdraw from the contract within the framework of the statutory provisions only if the Contractor is responsible for the breach of duty giving rise to the right of withdrawal. Evernine GmbH provides services including in the field of developing corporate designs, code elements, logos, brands and similar creative works. While Evernine GmbH undertakes to maintain high quality standards and to deliver work that

corresponds to the agreed scope of services, it assumes no liability for the legal review of the developed works with regard to trademark law, copyright law, patent law or other legal risks. The Client is itself responsible for carrying out any necessary legal reviews in relation to the works developed by Evernine GmbH in order to ensure that these works do not infringe any laws or third-party rights in the Clients specific field of application and jurisdiction. Evernine GmbH expressly recommends obtaining advice from qualified legal advisers in order to identify and assess potential legal risks or infringements that could arise from the use of the developed works. The Client shall indemnify Evernine GmbH and its employees, representatives and contractors against any claims, damages, liabilities, costs and expenses – including but not limited to legal fees – that may arise from the infringement of laws or third-party rights through the use of the works developed under this contract.

8. Warranty

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The Contractor provides a warranty for defects of quality and title, to the exclusion of further claims and subject to the provisions of Clause 7 and Clause 12, in accordance with the following terms. The Client shall test a work immediately after delivery and accept it within five days by written declaration. If the delivered work does not correspond to the agreed requirements or exhibits other defects for which Evernine GmbH is responsible, the Client shall notify Evernine GmbH of the defect in writing within five days. Evernine GmbH will carry out the necessary rectification or remedy the defect without delay within a reasonable grace period.

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 of delivery. An insignificant reduction in value and usability shall be disregarded. Should the contractual use be impaired during the warranty period, Evernine GmbH has the right to make repeated attempts to remedy the defect. If rectification ultimately fails, the Client may also demand a reduction of the fee or withdraw from the contract, the latter however only if the defect makes use of the work or a material part of it impossible, or restricts it so substantially that commercial exploitation fails.

A correction round is defined as the remedying of objective technical errors or the adjustment of an implementation that was clearly agreed otherwise in writing.

The Client alone is responsible for the factual accuracy of the Materials supplied by it. The Contractor is expressly under no obligation to review the Materials provided as to their suitability for performance of the contract or their usability. Evernine GmbH assumes no liability in this respect. Any warranty for program code modified by the Client is excluded unless the Client demonstrates that the error would also have occurred with unmodified program code. Any warranty for defects in third-party software underlying the work and used with the Clients consent is excluded.

9. Limitation Period

All claims of the Contractor, on whatever legal grounds, become time-barred after 12 months. In the case of claims arising from intentional or fraudulent conduct, as well as claims under the German Product Liability Act or in the case of supplier recourse pursuant to Sections 478, 479 BGB, the statutory periods apply.

10. Scope of Services for Print Orders

The contractual quantity shall be deemed fulfilled up to a deviation of 2 %. A deviation of more than 2 % up to 5 % shall be deemed insignificant. It entitles the Client only to a proportionate reduction of the price, not to subsequent delivery.

Responsibility for the factual accuracy of the printed items lies solely with the Client.

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

11.1 All concepts, strategies, roadmaps, creative drafts, layouts, designs, texts, claims and namings that Evernine GmbH hands over prior to conclusion of the contract in the context of presentations, pitches, quotations or other preliminary work (collectively "Preliminary Work") remain its intellectual property. Rights of use therein shall be transferred only upon conclusion of the contract and full payment of the remuneration pursuant to Clause 12.

11.2 If no commissioning takes place, the Client is prohibited from any exploitation of the Preliminary Work. This applies in particular to implementation by the Client itself, by affiliated companies, and to the transfer to or implementation by third parties, in particular other agencies or service providers. Use in modified, abridged or edited form is likewise prohibited insofar as the defining elements of the Preliminary Work remain recognisable.

11.3 The Preliminary Work must be treated confidentially. The Client will make it accessible only to those persons involved in the decision on commissioning. This obligation continues without time limit until the content in question has become public knowledge without any action on the part of the Client.

11.4 If no commissioning takes place, the Client shall, at the request of Evernine GmbH, return the Preliminary Work or delete it including all copies, and confirm this in text form upon request.

11.5 If the Client nevertheless uses the Preliminary Work contrary to Clause 11.2, it shall owe liquidated damages amounting to the value of the underlying quotation. The assertion of further damage as well as claims for injunctive relief and removal remain expressly reserved. The Client reserves the right to demonstrate that no damage or substantially lower damage has occurred.

12. Rights of Use, Defects of Quality and Title

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

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

The licensing of software, typefaces, image rights and tools or other products requiring licensing is in principle the responsibility of the Client, unless clearly agreed otherwise in writing.

Working materials (data carriers, draft materials, etc.) remain the property of Evernine GmbH. Evernine GmbH is entitled to affix an authors credit in customary size and form. Evernine GmbH may include the Client in its reference list.

13. Protection Against Poaching

The Client undertakes not to poach, directly or indirectly, any current employees or other contractually engaged persons of Evernine GmbH insofar as they are entrusted with services pursuant to Clause 1 of these GTC. This agreement applies from the start of the contract and ends one year after termination of the contract. In the event of a breach, Evernine GmbH reserves the right to a contractual penalty of EUR 40,000.00 per individual case.

14. Confidentiality

The Contractor undertakes to maintain confidentiality regarding all trade and business secrets of the Client and of the Clients customers that become known to it in the course of its work for the Client. This confidentiality agreement continues to apply after termination of the contractual relationship and applies equally to the Client in relation to Evernine GmbH. Documents received by Evernine GmbH in confidence in the course of its services shall be stored carefully and protected against inspection by third parties. The same applies conversely to the Clients relationship with Evernine GmbH.

15. Place of Performance and Jurisdiction

The place of performance for delivery and services is the registered office of Evernine GmbH, unless otherwise agreed in the respective order. German law applies exclusively to the order, excluding the UN Convention on Contracts for the International Sale of Goods and the conflict-of-law rules of German private international law. The place of jurisdiction is the registered office of Evernine GmbH.

16. Use of AI, Transparency and Data Protection

16.1 Principle

Evernine GmbH uses AI-supported tools in parts of its work. The Client consents to such use within the framework of the following conditions. Evernine GmbH discloses to its clients where, how and under what conditions such use takes place.

16.2 Areas of use

AI-supported tools are used in research and market analysis, in structuring source material, for translation drafts, and for generating variants in the early phases of text and layout development. AI accelerates preparatory work and expands the solution space.

16.3 Responsibility

No content leaves Evernine GmbH in an AI-generated state. Every text is written or editorially revised, reviewed and taken responsibility for by the editorial team of Evernine GmbH. Strategic assessments, messaging decisions and creative concepts arise from the experience of the consultants at Evernine GmbH. All employees are trained in the use of AI in accordance with the requirements of the AI Regulation.

16.4 Framework for use

Evernine GmbH works exclusively with enterprise platforms for which a data processing agreement is in place and which contractually exclude the use of client data and inputs for training the underlying models. The central working environment is Langdock, operated within the European Union; in addition, a small number of specialised applications are used in design and translation. Evernine GmbH gives preference to solutions hosted in Europe and reduces the use of non-European providers wherever an equivalent offering exists. Confidential client material is at no time entered into consumer or free services.

16.5 The Clients own requirements

Where the Client has its own requirements regarding the use of AI, Evernine GmbH will align its work with these, provided the requirements are communicated in text form prior to conclusion of the contract or without delay after they arise. If such requirements result in increased effort, the parties will agree in advance on the effects on schedule and remuneration.

16.6 Compliance and disclosure

The use of AI by Evernine GmbH takes place in accordance with the GDPR and the transparency obligations of the EU AI Regulation. Upon request, Evernine GmbH will disclose the tools currently in use, the associated data protection documentation, and, for each project, which tools were involved.

16.7 Legal review of work results

The provisions of Clauses 7, 8 and 12 apply to the legal review of work results – in particular with regard to trademark, copyright and competition law – irrespective of whether AI-supported tools were used in the creation process.

17. Final Provisions

Should individual provisions of these general terms and conditions prove to be invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a new provision shall be deemed agreed which comes as close as possible to the legal and economic sense and purpose pursued. The parties will enter into corresponding negotiations in this respect without delay.