

## Terms and Conditions (AGB)

### § 1 General Provisions 1

The following Terms and Conditions (T&C) apply to all contracts as well as to all deliveries and services between the Contractor and the Client, and also to future business relationships, even if they are not expressly agreed upon again.

These T&C shall also apply if the Client uses terms and conditions that contain provisions contrary to or deviating from those set out herein. These T&C shall also apply if the Contractor, being aware of such contrary or deviating T&C of the Client, executes the order without reservation. Deviations from these T&C are valid only if expressly approved in writing by the Contractor.

All agreements made between the Contractor and the Client for the execution of the contract must be set out in writing in this contract.

By no later than the acceptance of the order, these T&C shall be deemed binding.

### § 2 Trade Secrets

The Contractor undertakes to maintain confidentiality regarding all trade secrets obtained during cooperation with the Client and to treat all related information and documents as confidential. This duty of care and confidentiality remains in force even after the end of the contract and also applies if no cooperation ensues.

### § 3 Copyright and Rights of Use

The provisions of the German Copyright Act (UrhG) apply between the parties. Accordingly, the Contractor is entitled in particular to the copyright claims pursuant to §§ 97 et seq. UrhG.

Drafts may not be altered without the express consent of the Contractor. Any imitation—even in part — is prohibited.

A breach of this provision entitles the Contractor to claim a contractual penalty amounting to twice the agreed remuneration.

The Contractor grants the Client the rights of use required for the respective purpose. Unless otherwise agreed, only simple (non-exclusive) rights of use are granted. Transfer of rights of use by the Client to third parties requires the prior written agreement between Client and Contractor.

The rights of use shall only pass to the Client after full payment of the remuneration.

Suggestions and instructions provided by the Client, its employees, or agents do not constitute co-authorship.

### § 4 Remuneration, Third-Party Services, and Additional Costs

For all orders, the payment schedule stated in the order confirmation under „Payment Terms“ and in § 5 of these T&C shall apply.

Unless otherwise agreed, the Contractor is entitled to payment for each individual service as soon as it has been provided. The Contractor may request advance payments to cover expenses.

Any services of the Contractor not expressly compensated by the agreed fee will be charged separately, especially all ancillary services.

Revisions or modifications after approval will be charged separately based on time spent.

If execution of the order is delayed for reasons attributable to the Client, the Contractor may demand a reasonable increase in remuneration. In cases of intent or gross negligence, the Contractor may also

claim damages. The right to claim further delay damages remains unaffected.

The Contractor is entitled to commission necessary third-party services in the name and on behalf of the Client. The Client agrees to grant the Contractor the necessary authority for this purpose. Where, in specific cases, contracts for third-party services are concluded in the name and on behalf of the Contractor, the Client undertakes to indemnify the Contractor internally from all liabilities arising from such contracts, including covering the costs.

Suggestions and instructions from the Client or its staff do not affect the agreed remuneration.

All prices are exclusive of statutory VAT.

#### § 5 Payment Terms

The services ordered by the Client are subject to the payment terms and conditions set out in the service description. Payments are deemed made only when the Contractor has unrestricted access to the invoiced amount.

In case of sustained payment default, late payment interest of 5% above the ECB base rate will be charged. The right to claim higher proven damages remains unaffected, as does the Client's right to prove a lower loss in individual cases.

In the event of payment default, the Contractor is entitled to immediately suspend all services and disable access to the relevant offering until the outstanding amount has been received. Suspension due to late payment does not release the Client from its payment obligations. The same applies in the event of cessation of payment, insolvency, or an application for settlement by the Client.

Dunning costs for a „final reminder“ are fixed at €10.00.

#### § 6 Warranty

The Contractor undertakes to perform the order with the utmost care, in particular to treat any templates, documents, samples, etc. provided with care. Any complaints, regardless of type, must be submitted to the Contractor in writing within 14 days after delivery of the work. Thereafter, the work is deemed accepted and free of defects.

Defects in part of the delivered goods do not entitle the Client to reject the entire delivery, unless the partial delivery is of no interest to the Client.

#### § 7 Liability

Unless otherwise stipulated in the contract, the Contractor shall be liable—regardless of the legal grounds—only for intent and gross negligence. This limitation of liability also applies to the Contractor's legal representatives, agents, and vicarious agents.

For slight negligence, the Contractor is liable only for essential contractual obligations but excludes liability for indirect damages, consequential damages, and lost profits in such cases.

Liability for breaches of positive contractual duties, culpa in contrahendo, and tort is limited to compensation for typical and foreseeable damages.

For orders executed in the name and on the account of the Client by third parties, the Contractor assumes no liability or warranty unless culpable in the selection of such third parties. The Contractor acts merely as an intermediary in such cases.

If the Contractor itself commissions subcontractors, it hereby assigns to the Client all warranty, damages, and other claims to which it is entitled against such subcontractors for defective, delayed, or nonperformance. The Client undertakes to pursue such assigned claims before making a claim against the Contractor.

The Client indemnifies the Contractor against all claims brought by third parties against the Contractor for conduct for which the Client is responsible under the contract. The Client shall bear the costs of any legal defense.

By approving drafts and final versions, the Client assumes responsibility for the technical and functional accuracy of text, images, and design. The Contractor accepts no liability for drafts, developments, elaborations, and final versions approved by the Client. The Contractor is not liable for the competitive or trademark law admissibility, registrability, or novelty of the product.

#### § 8 Templates

The Client warrants that it is authorized to use all templates provided to the Contractor. Should this warranty be breached, the Client shall indemnify the Contractor against all claims for damages by third parties.

#### § 9 Final Provisions

The invalidity of any of the above provisions does not affect the validity of the remaining provisions. The law of the Federal Republic of Germany applies. The invalidity of individual provisions does not affect the validity of the remainder.

Collateral agreements shall only be valid if confirmed in writing by both parties.

The application of German law is agreed even in business transactions with foreign clients.

Place of jurisdiction is Berlin.

No exclusivity is guaranteed.