

## General Terms and Conditions (GTC)

### 1. Validity

The following General Terms and Conditions of CAMAO AG (hereinafter referred to as the “Agency”) are an integral part of every offer and contract. Conflicting general terms and conditions of the client shall not become part of the contract unless the contracting parties have expressly agreed to this in writing in individual cases. Subsidiary agreements must be made in writing.

### 2. Presentation

Any use, even partial, of work and services presented or handed over by the Agency with the aim of concluding a contract (presentation), whether protected by copyright or not, shall require the prior written consent of the Agency. This shall also apply to the use in modified or edited form and to the use of the ideas on which the work and services are based, insofar as these have not been reflected in the client’s previous advertising material. The acceptance of a presentation fee does not constitute consent to the use of the Agency’s work and services. This also applies to the parts of the presentation created by third parties commissioned by the agency.

### 3. Processing of Orders

Meeting minutes provided by the Agency shall be binding unless the Client objects immediately upon receipt. Templates, files, illustrations and other work materials that the Agency creates or has created in order to provide the service owed under the contract shall remain the property of the Agency. There is no obligation to return them. The Agency shall not be obliged to store them.

### 4. Data Protection

Consent: The client agrees that, within the framework of the contract concluded with him, data relating to his person may be stored, amended and/or deleted and transmitted to third parties where necessary. This applies in particular to the transmission of data required for the registration and/or modification of a domain in search engines, catalogs and lists, whereby this data is subsequently published. Personal customer data that is not required for registration and/or modification will not be passed on to third parties.

### 5. Placing Orders with Third Parties

The agency is entitled to carry out the work assigned to it itself or to commission third parties to do so. The Agency shall place orders with advertising media in its own name and for its own account. If quantity discounts or scale conditions are claimed, the client shall receive a subsequent charge which shall be due immediately if the discount or scale conditions are not met. The agency shall not be liable for defective performance of the advertising media.

### 6. Delivery, Delivery Deadlines

The Agency’s delivery obligations are fulfilled as soon as the work and services have been dispatched. The risk of transmission (e.g. damage, loss, delay), regardless of the medium used for transmission, shall be borne by the client from the moment of handover to the carrier.

Delivery deadlines shall only be binding if the client has duly fulfilled all possible obligations to cooperate (e.g. procurement of documents, approvals).

Templates and drafts provided by the Agency shall only be binding in terms of color, image or sound design if the Agency has confirmed in writing that they can be realized.

The Agency shall only be responsible for competition law checks if this has been expressly agreed.

### 7. Rights of Use, Copyrights

Upon settlement of all invoices relating to the order, the Agency shall transfer to the Client all rights of use required for the use of its work and services to the extent agreed for the order or resulting from the recognizable circumstances of the order. In case of doubt, the Agency shall fulfill its obligation by granting non-exclusive rights of use in

the territory of the Federal Republic of Germany for the duration of use of the advertising material or the Internet presence. Any use beyond this, in particular editing, requires the consent of the agency.

A special regulation applies to source code/program code. The agency shall grant the client a non-exclusive right to use any source code without geographical limitation. In the case of the source code of a medium available offline (e.g. a multimedia work on CD/DVD, computer software or similar), the Agency shall grant the Client a non-exclusive right of use in the territory of the Federal Republic of Germany.

If the Agency uses third parties to fulfill the contract, their rights of use shall be acquired in the above-mentioned manner and transferred to the Client accordingly.

The client assures that he does not knowingly infringe any third-party trademark rights by ordering domain names. He is also obliged to assume all legal responsibility, in particular with regard to copyright, youth protection and press law and the right to his own image, for commissioned publications and only to publish or make available for publication texts and images for which he has a corresponding right of use and for which the necessary consent of any persons depicted has been obtained.

If claims are made against the agency by third parties due to the infringement of such rights, the client undertakes to indemnify the agency against these claims upon first written request. The Agency shall not be obliged to carry out or arrange for independent research into possible infringements of property rights.

The Agency shall be entitled to use the work and services provided for its own advertising purposes, including on the Internet and in competitions. The agency is entitled to link from its website to the client's website.

CAMA0 AG may use all services created during the contractual relationship, in particular within the respective project processes, by its employees and by third parties commissioned by it as a reference for external communication and use (e.g. website, social media channels, print materials, etc.). If you wish to object to this, your revocation in written or electronic form is required without giving reasons.

## **8. Remuneration, Terms of Payment**

Agreed prices are net prices to which the applicable value added tax is added. If, at the client's request, third parties are engaged for whom artists' social security contributions must be paid, these will be passed on to the client. Customs duties or other charges, including those arising subsequently, shall be passed on. In the case of advertising placement, the list prices of the advertising media valid on the day of publication shall be binding.

Agency invoices are due for payment fourteen days after the invoice date without any deductions. The agency is entitled to invoice work performed at the end of the month on a pro rata basis. From an order volume of EUR 20,000, the Agency shall also be entitled to issue interim invoices on completion of significant sub-projects/parts of projects.

From the fifteenth day after the invoice date, the Agency shall be entitled to charge interest on arrears at a rate of eight percent above the base interest rate (Section 247 BGB).

Until all invoices relating to the order have been paid in full, the Agency shall retain ownership of all documents and objects provided. Rights to the services, in particular rights of use under copyright law, shall only be transferred to the client upon full payment of all invoices relating to the order in accordance with the provisions of paragraph 7 of these GTC.

## **9. Archiving and Publication of data and documents**

1. All reports, print documents, films and illustrations produced by the Agency for the Customer shall be properly stored by the Agency without separate remuneration for a period of one year, beginning with the completion of the communication measure in question, and shall be handed over to the Customer during this period on request. Upon expiry of the retention period or upon termination of the contract before expiry of this period, the documents shall be handed over to the customer upon request, otherwise they shall be destroyed. The aforementioned documents may also be stored in digital form. The customer shall bear the costs of compiling data, shipping,

**CAMA0 AG**

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packaging, storage beyond the agreed period and, if applicable, the costs of removal and destruction as well as the associated activities and insurance.

2. The agency may immediately destroy documents that are no longer required, such as manuscripts, sketches, drafts of unrealized advertising measures or similar.
3. In principle, data shall only be released to the customer or third parties commissioned by the customer in closed, non-editable files. Should the customer wish to receive open files, this shall require a written agreement and separate remuneration. The customer shall not be entitled to the issue of source codes and the corresponding documentation; these shall remain with the agency.

## 10. Warranty, Liability

The client must inspect work and services delivered by the agency immediately upon receipt, but in any case before further processing, and report defects immediately upon discovery. If the immediate inspection or notification of defects is omitted, the client shall have no claims.

Upon receipt of the declaration of completion, the client shall be obliged to accept the contractual service without delay. The services provided by the Agency shall be deemed to have been accepted in accordance with the contract without express declaration if

/ the client does not submit a declaration of acceptance within 20 working days of receipt of the declaration of completion and does not make any other comments

/ the client makes the advertising presentation created by the agency accessible to third parties or commissions the agency to do so or instructs the agency to do so.

The aforementioned fiction of acceptance shall not apply if the service provided by the Agency has not only minor defects and the Client has notified the Agency of these defects in writing (fax or e-mail is sufficient). In the event of defects, the Agency shall be entitled to rectify the defects twice within a reasonable period of time. Claims for damages of any kind are excluded if the Agency, its legal representatives or its vicarious agents or subcontractors have acted with slight negligence. This shall not apply in the event of a breach of material contractual obligations. In this case, liability shall be limited to typical and foreseeable damages. Furthermore, the Agency shall not be liable to entrepreneurs for claims for damages of any kind in the event of grossly negligent breach of non-essential contractual obligations by simple vicarious agents. Claims for damages of any kind against entrepreneurs are limited to compensation for typical and foreseeable damages.

## 11. Final Provision

Any amendments, additions or the partial or complete rescission of the contract or these General Terms and Conditions must be made in writing; this also applies to the rescission or amendment of the written form requirement. If the client is a merchant or a legal entity under public law, the court responsible for the agency's registered office is agreed as the exclusive place of jurisdiction for all disputes.

German law shall apply exclusively to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If an English version of these GTC exists, the German version shall prevail for the interpretation thereof.

Any invalid provision shall be replaced by a provision that corresponds or at least comes close to the purpose of the agreement, as the parties would have agreed to achieve the same economic result if they had been aware of the invalidity of the provision. The same applies to incompleteness.

*As of March 1, 2024*