GENERAL TERMS AND CONDITIONS OF BUSINESS FOR

Josef Manner & Comp. Aktiengesellschaft

For advertising and marketing services

1. General and Scope of Application:

1.1 **Josef Manner & Comp. Aktiengesellschaft** (the "**Client**" or "**Manner**") regularly commissions third parties to advise on, plan, design, implement and support communication activities ("**advertising and marketing services**"). Advertising and marketing services concern in particular the design or production of all kinds of advertising and marketing initiatives and materials, as well as all kinds of related intellectual and industrial property rights, patents, know-how, utility model and design rights, trade mark rights, and copyright ("**intellectual property rights**").

1.2 Manner commissions third parties (the "**Contractor**" or "**Agency**") to provide advertising and marketing services exclusively in accordance with these General Terms and Conditions of Business ("**T&Cs**").

1.3 Unless expressly agreed otherwise in writing, these T&Cs apply to all contracts for work or services awarded by Manner as the client/purchaser in connection with advertising and marketing services, regardless of how each is individually defined.

1.4 The legal relationship between Manner and the contractor is therefore governed exclusively by these T&Cs and any individual agreements made in each particular case. Any individual agreements shall take precedence over these T&Cs.

1.5 Individual agreements which vary from these T&Cs must be made in writing. Similarly, legal notices and statements from the Contractor, such as setting deadlines, reminders and statements of withdrawal, must be in writing to be effective.

1.6 These T&Cs also apply to any future orders from the Contractor in connection with advertising and marketing services, even if these T&Cs are not specifically mentioned.

1.7 Manner does not accept the contractor's general terms and conditions of business. These are specifically excluded – even without separate notice from Manner. These T&Cs shall apply even if Manner accepts the Contractor's services despite being aware of conflicting or deviating general terms and conditions of business and not specifically excluding them.

1.8 If an order confirmation varies from the original order, the Contractor must clearly show the latter in the order confirmation and describe the difference where appropriate. Manner is only obliged to accept any variation where this is specifically agreed in writing. Accepting the service unconditionally shall at no time be understood as agreement.

1.9 Accepting or working on orders from Manner shall be understood as full, unconditional acceptance of these T&Cs by the Contractor.

1.10 These T&Cs are available from the Manner website at https://josef.manner.com/de/allgemeine-geschaeftsbedingungen-fuer-werbe-und-marketingleistungen. The version valid at the time the contract is awarded shall apply at all times.

2. Quotes and placing orders

2.1 These T&Cs become part of the contract (the "**Contract**") once an order is accepted or when Manner accepts a quote from the Contractor, and apply throughout the term of the Contract.

2.2 Only written agreements are binding on Manner. For the purposes of these T&Cs, the written form means communication by letter, email or fax.

2.3 The scope of the service to be provided and the costs for this are agreed in the contract.

2.4 Orders received from Manner should be confirmed immediately in writing by the Contractor. Manner reserves the right to cancel orders without penalty if no order confirmation meeting specifications is received by Manner within a reasonable time, and no later than 7 working days after the order has been placed.

Such cancellation is within the time limit if sent before the order confirmation is received from Manner.

3. Price and payment terms

3.1 Contractors are at all times bound by any quotes they have prepared, which are free of charge for Manner. Contractors have no automatic right to be selected.

3.2 The price agreed is considered fixed. This price is to include statutory VAT, free delivery and standard packaging.

3.3 The fixed price is to cover all services and agency costs related to provision of the service. Agencies may not charge beyond the fixed price for the services provided including the transfer of intellectual property rights.

3.4 The fixed price is also to include any third-party rights and licence fees as well as any bank charges, travel, accommodation and subsistence incurred in the course of providing the service. There is no entitlement to further payment.

3.5 Payment terms for all services invoiced by the Agency are 30 days from the date of an invoice meeting specifications. Invoices must include all information required by law, in particular to enable Manner to deduct input tax.

3.6 All invoices must be sent solely either by email to eingangsrechnung@manner.com or by post to Manner (Josef Manner & Comp. Aktiengesellschaft, Wilhelminenstraße 6, 1170 Vienna).

3.7 Should payment from Manner be late, the Agency is first to send a reminder to Manner and at the same time allow 14 days for payment before the Agency takes any other enforcement action. The maximum interest rate payable by Manner for late payment is 4% per annum.

3.8 Payment does not imply that the service provided has been accepted or that the terms of the contract have been met.

3.9 The Contractor's invoices to Manner may only be offered as security, assigned or otherwise transferred to third parties with prior written consent. Dealing with an alternative payee entitles Manner to deduct a fixed amount of €20.00 plus VAT per payment transaction.

4. Termination of contract

4.1 Without prejudice to any other rights of termination, Manner is entitled to terminate a contract at any time on reasonable grounds. Reasonable grounds include the following in particular:

a) an unsuccessful application to commence insolvency proceedings against the Contractor's assets due to lack of assets; seeking an out-of-court settlement; and commencing insolvency proceedings against the Contractor's assets (provided that termination is legally permissible under sections 25a *et seq.* of the Austrian Insolvency Act);

b) if the Contractor is acquired by a competitor to Manner;

c) repeated or serious breach of agreed conditions on the part of the Contractor;

d) government intervention or force majeure or other restrictions beyond Manner's control (such as business interruption, strikes, faults with the machinery required to process the delivery which cannot be rectified in a reasonable time, or a sharp drop in demand). In these instances, Manner is alternatively entitled to insist on the service being provided at a later date instead of cancelling, without this giving the Contractor a right to make a claim.

4.2 Manner is entitled to cancel any individual service ordered at any time without giving reasons. If Manner exercises this right, Manner shall pay the Contractor reasonable compensation as follows: Compensation amounting to 15% or a maximum of 30% respectively of the fee for the contract affected by cancellation, depending on whether it is cancelled during the creative phase or during the implementation phase. If it is cancelled during the creative phase, 15% applies, whereas 30% applies if the implementation phase has already begun. The start of the implementation phase must be agreed with Manner and reported to Manner in writing at least 14 days before it starts. No other claims will be accepted from the Contractor.

5. Schedule and delays

5.1 The Agency is required to submit a firm schedule indicating the most important milestones for

each project before work begins, and to have this approved by Manner. The dates once agreed count as binding and fixed.

5.2 If the service is provided late (in default), Manner is at liberty, without prejudice to further claims, to withdraw from the contract in whole or in part after allowing reasonable notice and to demand compensation for non-delivery, or to insist on performance of the contract and to claim damages for delay. Specifically, Manner is entitled to assign the relevant service or part of it to a third party and to invoice the Agency for any additional costs incurred as a result.

Notwithstanding the above, the Contractor shall notify Manner immediately in writing of any impending delay in delivery, stating the reasons and expected duration. By accepting late delivery, Manner does not waive the right to claim compensation for damages caused by delay.

5.3 If the Contractor fails to meet the agreed delivery date, Manner is entitled, without need for proof of loss or damage and regardless of fault, to demand a contractual penalty of 2% of the total order value for each week or part-week of delay, up to a maximum of 10% of the total order value. The right to have this reduced in court is excluded. This does not affect the right to make additional claims.

6. Subcontracting to third parties

6.1 The Contractor may only use subcontractors and other third parties to perform the services to be provided with express written consent from Manner. If consent is given, no legal relationship will be established between Manner and the relevant subcontractor or third party.

6.2 Third parties may only be used to perform the contract on behalf of the Agency, and so they are to be considered sub-agents of the Contractor within the meaning of section 1313a of the Austrian Civil Code.

6.3 Third party services used by the Agency to perform the contract are specifically the responsibility of the Agency itself and do not increase the Agency's right to payment from Manner.

7. Duty of care, scope of services and warranty

7.1 The Agency must ensure it has all necessary permits and approvals and that it complies with the relevant legal framework and applicable Austrian and European standards when providing the service.

7.2 The Agency must ensure that it possesses all rights to the services it provides (in particular intellectual property rights) and that no third-party rights are infringed.

7.3 The Agency guarantees that its services are free from material defects or legal disputes and correspond to the agreed scope of services. Manner may avail itself of all statutory remedies applying to warranty in the event of faults.

7.4 The Agency further guarantees that upon full payment of the agreed fee, all rights to the services provided by the Agency as defined above in "Copyright and rights of use" (in particular intellectual property rights) shall transfer to Manner without restriction or shall become the exclusive property of Manner.

7.5 Where the Contractor uses a sub-agent to perform a contract, the Contractor guarantees that any intellectual property rights belonging to that third party will also transfer to Manner without restriction or will become the exclusive property of Manner in the same way as clause 7.4.

7.6 The Agency undertakes to point out any aspects of its services which may be problematic under competition law (especially in advertising and marketing projects) and to provide a detailed explanation for this. Manner has no obligation at all to investigate or report defects. Specifically, the obligation to inspect and report defects under sections 377 *et seq*. of the Austrian Commercial Code (UGB) is excluded.

7.7 Claims for damages remain unaffected by the warranty.

8. Withholding or offsetting payment

8.1 The Contractor is only entitled to offset amounts due to Manner against amounts due from Manner where these have been acknowledged in writing by Manner or legally established in court.

8.2 The Contractor has no right to withhold payment.

8.3 Manner is entitled to offset any claims against the Contractor. Manner is also entitled to withhold payments due as long as Manner has any claims outstanding against the Contractor for incomplete or defective provision of service.

8.4 Manner is also entitled to offset claims against affiliated companies or companies in which the Contractor holds shares (group company).

8.5 Manner is entitled to suspend its obligations to the extent permitted by law.

9. Compensation and insurance

9.1 The Contractor shall be liable for any damages, including consequential damages and loss of profit, incurred by Manner due to delayed or inadequate provision of service, or where the Contractor or its sub-agents used to perform the contract are at fault. The Contractor is also specifically liable for any damages which may arise in the course of providing the service due to breaching the duty of privacy and care.

9.2 The Contractor has unlimited liability, specifically despite any upper limit to the Contractor's liability insurance.

9.3 The Contractor is obliged to provide evidence of adequate liability insurance at its own expense. The Contractor will provide Manner with copies of the insurance policy upon request and provide evidence for the amount of cover.

10. Duty to assist

10.1 Manner is required to accept services delivered to specification.

10.2 Manner will ensure that the Agency gets approvals and releases without delay so that the Agency's ongoing work is not negatively impacted.

10.3 A service is considered to have been accepted by Manner once acceptance has been specifically acknowledged by Manner in writing.

11. Data protection

11.1 The Contractor is obliged to comply with the legal and regulatory framework relating to personal data.

11.2 The Agency must ensure compliance with data protection legislation (Austrian Data Protection Act and GDPR) for any services provided or commissioned by the Agency, and is responsible for compliance. Above all, the Agency guarantees that projects to be worked on do not pose any concerns in terms of data protection legislation.

11.3 The Agency is required to enter into a data processing agreement with Manner should Manner consider this necessary.

12. Copyright, user and other rights

12.1 The Agency grants Manner an irrevocable, exclusive and unrestricted right to use the services and deliverables provided by the Agency (or a third party) as part of performing the contract.

12.2 The Agency therefore grants Manner geographically and materially unrestricted, indefinite rights to use and process any services and work delivered under the contract, including the right to reproduce, publish, broadcast, recite, perform, exhibit and make generally available to the public.

12.3 This also extends to any other potential current or future use (regardless of whether it actually currently exists), including use on the internet and in other digital media.

12.4 Manner is entitled, but not required, to identify the Agency (or its sub-agent) as the author whenever it exercises any of the above rights.

12.5 The Agency guarantees that it, its employees and its sub-agents are the creators of the contract services/work within the meaning of the Austrian Copyright Act and that it possesses all rights necessary to grant rights to Manner under the contract.

12.6 The Agency guarantees that it holds all necessary licences, rights and authority, specifically intellectual property rights, necessary for creating the agreed advertising and marketing services.

12.7 The Agency accepts full responsibility and liability for ensuring that no third-party rights are breached by the advertising and marketing services created.

12.8 If the Agency engages third parties to meet its obligations under the contract, it undertakes to enter into suitable agreements with those third parties with regard to acquiring the associated

rights for Manner, so that these rights transfer to Manner.

12.9 If any third parties file claims against Manner in relation to intellectual property rights, the Agency shall fully indemnify Manner, exempt it from liability and reimburse any costs incurred in connection with the claim, such as user fees, legal and court costs, settlement costs, additional costs for project delivery, etc.

12.10 The Agency is not entitled to retain title to its services.

13. Agency's duty to follow instructions and report problems

13.1 The Agency is obliged to follow Manner's instructions. If these instructions are unclear, inappropriate, carry risk or otherwise hinder performance of the contract, the Agency is obliged to report these problems, which must be sent in writing.

13.2 If requested to do so by Manner, the Agency will use materials supplied directly or indirectly by Manner to provide its services. The Agency is required to check these materials and inform Manner of any errors or inaccuracies (duty to check and report problems). The Agency is liable for defects and errors resulting from the materials it uses or which are supplied by Manner.

14. Confidentiality

14.1 The Contractor undertakes to maintain confidentiality and to protect Manner's confidential information, and will use this exclusively for the purpose of meeting its obligations under the contract.

14.2 Confidential information includes specifically the provisions of this contract, the conditions relating to orders, enquiries from Manner and any information made available to the Contractor for performing the contract which was not publicly available.

14.3 The Contractor is obliged to hand over or destroy all records, files, data devices and documents containing confidential information upon request and at Manner's discretion, and to destroy them immediately without delay once the business relationship ultimately ends and no further claims can arise.

14.4 The provisions of this clause remain in effect even after termination of the business relationship.

15. Agency's own advertising

15.1 The Agency may not, without written consent from Manner, place any reference to itself or to its authorship of the relevant materials in the advertising or marketing materials it produces for Manner.

15.2 References to Manner on the Agency's website or other stationery is permitted only with express written consent from Manner.

16. Jurisdiction and applicable law

16.1 Austrian law shall apply exclusively to any legal disputes between Manner and the Contractor, excluding private international law and excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

16.2 The place of performance for all obligations and services arising under or in connection with the contract is the registered office of Josef Manner & Comp. AG in 1170 Vienna.

16.3 The exclusive jurisdiction of the Vienna Commercial Court is agreed for any disputes arising from or in connection with any contracts, in particular for disputes in connection with the drafting, termination, dissolution, invalidity and reversal of this contract.

17. Miscellaneous

17.1 Amendments and additions to contracts must always be in writing; this also applies to any variation to the requirement to be in writing.

17.2 Should any clause in these T&Cs or any clause forming part of other agreements be or become invalid or ineffective, the validity of the remaining clauses shall remain unaffected. A valid and effective clause shall be considered as acceptable in place of the invalid or ineffective clause, when it comes as close as possible to the financial aim intended by the invalid or ineffective clause.