

GENERAL TERMS & CONDITIONS

1. Scope, Subject Matter of the Agreement

- 1.1 The General Terms and Conditions (T&C) apply to all business relationships or orders for creative and agency services concluded between Kfir Harbi & Bar Fitoss GbR (hereinafter "achso!") and its customers (hereinafter "customer"). They only apply if the customer is a Business ("Unternehmer", § 14 of the German Civil Code (BGB)), a legal entity under public law or a special fund under public law.
- 1.2 Unless otherwise agreed, the T&C shall apply in the version valid at the time of the assignment or, in any case, in the version last notified to the customer in text form as a framework agreement also for similar future transactions, without reference to them in each individual case.
- 1.3 The T&C apply exclusively. Deviating, conflicting or supplementary general terms and conditions of the customer shall only become part of the contract if and insofar as achso! has expressly agreed to their validity in writing. This consent requirement applies in any case, for example even if achso! executes the order to the customer without reservation in knowledge of the customer's T&C.
- 1.4 Individual agreements concluded with the customer in individual cases (including side agreements, supplements and amendments) shall in all cases take precedence over these T&C. For the proof of the content of an individual agreement, subject to proof to the contrary, a written contract or our written confirmation is required.
- 1.5 Declarations to be made by the customer to achso! after conclusion of the contract (e.g. setting of deadlines, notices of defects, declaration of withdrawal) must be made in text form to be effective.

2. Conclusion of contracts, components of the contract and amendments to the contract

- 2.1 Offers from achso! are subject to change and non-binding, unless they are expressly designated as binding.
- 2.2 The customer may submit an offer request (hereinafter "offer request") to achso! by e-mail, fax, mail or verbally. The customer's request for quotation is not an offer. achso! will then submit an offer to the customer by e-mail, fax, mail or verbally (hereinafter "offer"). The customer can accept the offer by e-mail, fax, mail or verbally within four weeks after receipt.
- 2.3 Basis for the creative and agency work and component of the contract is, besides a possible project contract and its appendices, the briefing to be handed over to achso! by the customer. If the briefing is communicated by the customer to achso! verbally or by telephone, achso! will prepare its own briefing on the contents of the briefing, which will be handed over to the customer after the verbal or telephone communication. This briefing becomes a binding part of the contract after the customer has signed it.
- 2.4 Any amendment and/or supplement to the contract and/or its components and/or the scope of services must be made in writing. Any resulting additional costs shall be borne by the customer.
- 2.5 Events of force majeure entitle achso! to postpone the project commissioned by the customer for the duration of the impediment and a reasonable start-up time. A claim for damages by the customer against achso! does not result from this. This also applies

if important dates and/or events for the customer cannot be met and/or do not occur.

3. Copyright and rights of use

- 3.1 The customer acquires the rights of use to all work produced by achso! within the scope of this agreement for the contractually agreed duration and to the contractually agreed extent upon full payment of the agreed fee. This transfer of rights of use applies insofar as a transfer is possible under German law and applies to the agreed use in the territory of the Federal Republic of Germany. Uses that go beyond this territory require a written agreement within the scope of the order or a separate written collateral agreement.
- 3.2 Any rights of use to works that have not yet been paid for at the end of the contract shall remain with achso! unless otherwise agreed.
- 3.3 Services developed within the scope of the order are protected as intellectual property by copyright law. These are in particular concepts, designs, graphics, drawings, texts and other documents.
- 3.4 The transfer of rights to the customer does not apply to services rejected by the customer and discontinued (concepts, ideas, drafts, etc.). These rights of use remain with achso!, as do the existing property rights to them.
- 3.5 *achso! may mark the advertising materials developed by it appropriately and in accordance with standard industry practice and publish the assigned order, including after the end of the contract, in all media, including the Internet, social media, and as part of competitions, presentations, and for self-promotion, mentioning the customer's name. This signing and promotional use can be excluded by a corresponding separate agreement between achso! and the customer.*
- 3.6 Works by achso! may not be altered by the customer or third parties commissioned by the customer, neither on the original nor on the reproduction. Any imitation, even of parts of the work, is not permitted. In case of infringement achso! is entitled to an additional fee from the customer of at least 2.5 times the amount of the originally agreed fee.
- 3.7 The transfer of rights of use granted to third parties and/or multi-use are, unless regulated in the initial order, subject to a fee and require the consent of achso!
- 3.8 achso! is entitled to information about the scope of use.
- 3.9 All working documents, electronic data and recordings, which are produced on the part of achso! within the scope of the order processing, remain with achso! The surrender of these documents and data cannot be demanded by the customer. The customer cannot demand the surrender of these documents and data. achso! owes with the payment of the agreed fee the agreed service, but not the intermediate steps leading to this result in the form of sketches, drafts, production data etc.

4. Remuneration

- 4.1 The remuneration agreed in the contract shall apply. Unless otherwise contractually agreed, payments are due without any deductions within 14 days of invoicing and fulfillment of the service. achso! is entitled at any time, even in the context of current business relations, to perform a service in whole or in part only against advance payment. achso! declares a corresponding reservation at the latest with the order confirmation.
- 4.2 Upon expiration of the aforementioned payment deadline, the customer is in default. During the period of default, interest shall be charged on the price at the applicable statutory default interest rate. achso! reserves the right to claim further damages for

default. The claim to the commercial due date interest (Section 353 of the German Commercial Code (HGB)) towards businesses remains unaffected.

- 4.3 Should the development of the agreed services extend over a longer period of time, achso! may invoice the customer for partial payments for the partial services already carried out. These partial services do not have to be available in a form that can be used by the customer and can also be available as a pure working basis on the part of achso!
- 4.4 All prices stated in offers and orders and the resulting amounts to be paid are exclusive of the statutory value added tax at the applicable rate.
- 4.5 Cash expenses and special costs incurred by achso! at the express request of the customer will be charged at cost price. These include, for example, extraordinary communication, shipping or duplication costs.
- 4.6 achso! is also entitled to refuse performance according to Section 321 of the German Civil Code (BGB) if the customer's financial circumstances deteriorate significantly prior to the conclusion of the contract and achso! does not recognize this until after the conclusion of the contract despite careful examination (e.g. due to an application for the opening of insolvency proceedings).
- 4.7 The customer shall only be entitled to rights of set-off or retention insofar as its claim has been legally established, is undisputed or has been acknowledged by achso!. The customer may only exercise a right of retention insofar as its counterclaim is based on the same contractual relationship.

5. Cancellation of orders

- 5.1 In case of changes or cancellation of orders, work and the like by the customer and/or if the requirements for the service delivery change, the customer shall reimburse achso! for all costs incurred thereby and shall indemnify achso! from any liabilities towards third parties.
- 5.2 In case of cancellation of an order, the customer agrees to pay, according to the following breakdown, a part of the agreed gross remuneration as well as the agreed gross additional costs as compensation:
 - after signing of the contract = 10 %
 - within seven days after the start of the assignment = 25 %.
 - eight and more days after the start of the assignment = 100 %.
 - in case the assignment is fulfilled before cancellation = 100 %.
- 5.3 In the case of orders regarding the planning, execution and management of scheduled events, the customer agrees to pay, in accordance to the following breakdown, a part of the agreed gross remuneration as well as the agreed gross additional costs as compensation:
 - after signing the contract = 10 %
 - eight and more days before the appointment = 25 %.
 - two to seven days before the appointment = 75%
 - one day before the appointment = 100 %
- 5.4 The basis for calculating the cancellation fees is the net offer price, taking into account any discounts or special agreements.
- 5.5 The cancellation of an order requires text form.

6. Additional services

Unforeseeable additional expenses require mutual agreement and, if necessary, additional fees.

7. Confidentiality

achso! and the customer shall treat business and trade secrets of the respective other party and information which they have received from the respective other party and which is not publicly accessible as confidential. achso! shall commit both its employees and third parties engaged by it to absolute confidentiality in the same manner.

8. Data protection

- 8.1 The contracting parties shall comply with the statutory provisions on data protection, in particular the provisions of the GDPR and the new German Federal Data Protection Act (BDSG-neu), and shall instruct their employees accordingly. This shall also apply in particular with regard to the obligation of persons involved in data processing activities to maintain data secrecy (Section 53 BDSG-neu).
- 8.2 If personal data is transferred or processed in order to perform the contractual services, the contracting parties shall conclude a separate data processing agreement (DPA).

9. Obligations of the customer to contribute and to cooperate

- 9.1 The customer is obligated to provide achso! with the data, documents, product information and templates that are essential and required for the performance of the service for strictly confidential treatment. All working documents will be treated carefully by achso!, protected from access by third parties, used only for the development of the respective assignment and will be returned to the customer after completion of the assignment.
- 9.2 As far as the customer provides achso! with materials and/or contents (e.g. brand logos, advertising texts, products), the customer assures that these are free of third party rights and that their use or publication does not violate applicable law in any way. The content provided also includes such content and its sources that the customer recommends or suggests to achso! with regard to the implementation of the requested services. Should achso! be held liable by third parties due to such content originating from the customer, the customer shall indemnify achso! from these claims (including the necessary legal costs) upon first request.
- 9.3 The customer is obligated to provide achso! with all access to his accounts on websites, platforms or other places necessary for the execution of the assignment and to carry out the transmission in a secure and encrypted process. After fulfillment of the assignment, the customer is obligated to change the password immediately, so that a later misuse is excluded. This does not apply if further support by achso! has been arranged.
- 9.4 The customer shall ensure that all necessary and/or all cooperation of the customer or its subcontractors agreed upon when issuing the assignment is provided in due time, to the required extent and free of charge for achso!
- 9.5 The customer shall inform achso! within a reasonable period of time, as a rule not more than five working days, whether the customer accepts or rejects a proposal submitted to the customer by achso! for the design and implementation of the measure with or without changes.

10. Warranty and liability of achso!

- 10.1 The risk of the legal admissibility of the activities developed and implemented by achso! is borne by the customer. This applies in particular in the event that the actions and measures violate regulations of competition law, copyright law and special advertising

laws. achso! is, however, obligated to point out legal risks if it becomes aware of them in the course of its activities.

- 10.2 The customer shall indemnify achso! against claims of third parties if achso! has acted at the express request of the customer although it has notified the customer of concerns with regard to the legitimacy of the measures. The notification of such concerns by achso! to the customer must be made in text form immediately after becoming known. If achso! deems an examination under competition law by a particularly qualified person or institution to be necessary for a measure to be executed, the costs for this shall be borne by the customer after consultation with achso!
- 10.3 achso! is not liable in any case due to the factual statements about products and services of the customer contained in the advertising activities. achso! is also not liable for the patent, copyright and trademark protection or registrability of the ideas, suggestions, proposals, conceptions and drafts delivered within the scope of the assignment.
- 10.4 achso! is liable for damages in case of intent and gross negligence - regardless of the legal reason. Damages caused by computer failures or transmission failures when sending e-mails or by viruses are not to be classified as gross negligence.
- 10.5 Liability for slight negligence is limited to the violation of an essential contractual obligation, limited to compensation for the foreseeable, typically occurring damage, which regularly does not exceed twice the invoice amount of the relevant service, however, not exceeding € 10.000,00.
- 10.6 The exclusion and/or limitation of liability shall not apply to damages resulting from injury to life, body or health.
- 10.7 The aforementioned exclusions and/or limitations of liability do not apply if achso! intentionally withheld information about a defect or if the customer has claims according to the product liability law.
- 10.8 Liability is also excluded in cases of force majeure and in the event of technical difficulties beyond the control and responsibility of achso!
- 10.9 As far as the liability of achso! is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents of achso!

11. Collection societies

The customer agrees to pay any fees due to collecting societies such as the German Performing Rights Society (GEMA). If these fees are disbursed by achso!, the customer undertakes to reimburse achso! against proof. This can also take place after termination of the contractual relationship.

12. Third-party services / artists' social security contributions

- 12.1 achso! is entitled, even without the express consent of the customer, to commission third parties to perform all services. Freelancers or third parties engaged by achso! are vicarious agents or assistants of achso!
- 12.2 The customer is aware of the fact that when assigning artistic, conceptual and advertising consulting services to a non-legal person, an artists' social security contribution has to be paid to the artists' social security fund. This contribution may not be deducted from the invoice by the customer. The customer is responsible for compliance with the obligation to register and pay the contribution.

13. Special provisions for media services

- 13.1 achso! provides assigned projects in the area of marketing, social media management, copywriting, content creation, search engine optimization or other consulting services (media services) to the best of its knowledge and belief based on the media documents and generally available market research data to which it has access. achso! does not owe the customer a certain advertising success through these services. Therefore, these are service contracts, for which a warranty for errors does not exist.
- 13.2 In the case of extensive media services, achso! is entitled to charge external costs to the customer after consultation and to make the booking with the corresponding media only after receipt of payment. achso! is not liable for a possible failure to meet a publishing deadline due to a late receipt of payment. A claim for damages by the customer against achso! shall not arise from this.
- 13.3 When planning media services, a maximum budget must always be agreed. If such an agreement is not reached, achso! can assume to the best of its knowledge and belief that a sum appropriate to the purpose of the contract should be applied. A claim for damages from the customer against achso! shall not arise from this.
- 14. Contract duration, minimum term, notice periods**
 - 14.1 The contract is entered into for the contract term specified in the contract.
 - 14.2 Assigned projects, in which a term and/or a service is determined by time, have a minimum term of three months. After expiry of the minimum term, the term of the contract shall be automatically extended by one month at a time.
 - 14.3 If the contract is entered into for an indefinite period of time (Abonnements), it may be terminated by either party after expiration of the minimum term by giving one month's notice to the end of the month. Ordinary termination of an order that has already been placed is not possible for either party.
 - 14.4 The right to terminate without notice for good cause shall remain unaffected by this arrangement.
 - 14.5 Any termination must be in text form.
- 15. Claim transfer**

The customer may only transfer claims arising from the contract with the prior written consent of achso! and only insofar as the interests of achso! are not unreasonably affected thereby.
- 16. Duty to provide information pursuant to the Consumer Dispute Resolution Act**

achso! is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board within the meaning of Section 36 (1) of the German Consumer Dispute Resolution Act (VSBG). This does not affect the possibility of dispute resolution by a consumer arbitration board in the context of a specific dispute with the consent of both contracting parties (Section 37 VSBG).
- 17. Applicable law, place of jurisdiction, final provisions**
 - 17.1 These T&C and all relations between achso! and the customer are exclusively subject to the laws of the Federal Republic of Germany to the exclusion of all international and supranational (contractual) legal systems, in particular the UN Convention on Contracts for the International Sale of Goods.
 - 17.2 If the customer is a business within the meaning of the German Commercial Code, a legal entity under public law or a special fund under public law, the exclusive place of

jurisdiction for all disputes arising directly or indirectly from the contractual relationship is the court responsible for the registered office of achso! The same applies if the customer is an entrepreneur in the sense of Section 14 of the German Civil Code (BGB). achso! is, however, entitled in all cases to file its claims against the customer at the customer's general place of jurisdiction.

- 17.3 Overriding statutory provisions, in particular regarding exclusive jurisdiction, remain unaffected.
- 17.4 Should any provision of these T&C not become part of the contract in whole or in part or be or become invalid, the remainder of the contract shall remain valid.
- 17.5 The European Commission provides a platform for out-of-court online dispute resolution (so-called ODR platform) at <https://ec.europa.eu/consumers/odr/>.

achso! Berlin, March 2023