

GENERAL TERMS AND CONDITIONS

1. contract validity

- 1.1 Identum Communications GmbH (hereinafter referred to as the "Agency") provides its services exclusively on the basis of the following General Terms and Conditions (GTC). These shall apply to all legal relationships between the Agency and the Customer, even if no express reference is made to them. The GTC are exclusively applicable to legal relationships with entrepreneurs, i.e. B2B.
- 1.2 The version valid at the time of the conclusion of the contract shall be authoritative in each case. Deviations from these as well as other supplementary agreements with the Customer shall only be effective if they are confirmed in writing by the Agency.
- 1.3 Any terms and conditions of the Customer shall not be accepted, even if they are known, unless otherwise expressly agreed in writing in individual cases. The Agency expressly objects to the Customer's GTC. No further objection to the Customer's GTC by the Agency shall be required.
- 1.4 Amendments to the GTC shall be notified to the Customer and shall be deemed to have been agreed if the Customer does not object to the amended GTC in writing within 14 days; the Customer shall be expressly informed of the significance of the silence as well as of the concretely amended clauses in the notification. This fiction of consent shall not apply to the amendment of essential service contents and charges.
- 1.5 Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the binding nature of the remaining provisions and the contracts concluded on the basis thereof. The invalid provision shall be replaced by a valid provision that comes as close as possible to the meaning and purpose of the invalid provision.
- 1.6 The Agency's offers are subject to alteration and are non-binding.

2. concept and idea protection

If the potential customer has already invited the agency in advance to create a concept and if the agency complies with this invitation even before the main contract is concluded, the following regulation shall apply:

- 2.1 Already by the invitation and the acceptance of the invitation by the Agency, the potential customer and the Agency enter into a contractual relationship ("Pitching Contract"). This contract is also based on the GTC.
- 2.2 The potential customer acknowledges that the agency already provides cost-intensive preliminary services with the concept development, although he has not yet assumed any service obligations himself.
- 2.3 The concept is subject to the protection of copyright law in its linguistic and graphic parts, insofar as these reach the level of a work. The potential customer is not permitted to use and edit these parts without the consent of the agency, if only on the basis of copyright law.
- 2.4 The concept also contains ideas relevant to advertising that do not reach the level of a work and thus do not enjoy the protection of copyright law. These ideas are at the beginning of every creative process and can be defined as the igniting spark of everything that is later produced and thus as the origin of marketing strategy. Therefore, those elements of the concept are protected which are peculiar and give the marketing strategy its characteristic imprint. In particular, advertising slogans, advertising texts, graphics and illustrations, advertising materials, etc. are considered to be an idea within the meaning of this agreement, even if they do not reach the level of a work.
- 2.5 The potential customer undertakes to refrain from commercially exploiting or having exploited or using or having used these creative advertising ideas presented by the agency within the framework of the concept outside the corrective of a main contract to be concluded at a later date.
- 2.6 If the potential customer is of the opinion that ideas were presented to him by the Agency which he had already come up with before the presentation, he shall notify the Agency of this by e-mail within 14 days of the day of the presentation, citing evidence which allows a temporal allocation.
- 2.7 In the contrary case, the Contracting Parties shall assume that the Agency has presented the potential Customer with an idea that is new to him. If the idea is

used by the customer, it shall be assumed that the agency became meritorious in the process.

- 2.8 The potential customer may release itself from its obligations under this item by paying reasonable compensation plus 20% sales tax. The exemption shall not take effect until the Agency has received payment of the compensation in full.

3. scope of services, order processing and customer's obligation to cooperate

- 3.1. The scope of the services to be provided results from the service description in the agency contract or any order confirmation by the agency, as well as any briefing protocol ("offer documents"). Subsequent changes to the service content require written confirmation by the agency. Within the framework specified by the customer, the Agency shall have freedom of design in the fulfillment of the order.
- 3.2. All services provided by the Agency (in particular all preliminary drafts, sketches, wireframes, final artwork, proofs, blueprints, copies, color prints and electronic files) must be reviewed by the Customer and approved by the Customer within three working days of receipt by the Customer. After expiry of this period without feedback from the customer, they shall be deemed to have been approved by the customer. If the delivery dates are delayed, the Agency reserves the right to adjust the delivery dates as well.
- 3.3. The Customer shall make available to the Agency, in a timely manner and in full, all information and documents required for the performance of the service. He shall inform the Agency of all circumstances that are of importance for the execution of the order, even if these only become known during the execution of the order. The customer shall bear the expenses incurred by the fact that work has to be repeated or is delayed by the agency as a result of his incorrect, incomplete or subsequently changed information.
- 3.4 The Customer shall furthermore be obliged to check the documents (photos, logos, etc.) provided for the execution of the order for any copyrights, trademark rights or other rights of third parties (rights clearing) and shall guarantee that the documents are free of third-party rights and can therefore be used for the intended purpose. The Agency shall not be liable in the case of merely slight negligence or after fulfillment of its duty to warn - at least in the internal

relationship with the Customer - due to an infringement of such third-party rights by documents provided. If a claim is made against the Agency by a third party due to such an infringement of rights, the Customer shall indemnify and hold the Agency harmless; the Customer shall compensate the Agency for all disadvantages incurred by the Agency as a result of a claim made against it by a third party, in particular the costs of appropriate legal representation. The customer undertakes to support the agency in the defense of any claims by third parties. The Customer shall provide the Agency with all documents for this purpose without being requested to do so.

- 3.5 Unless otherwise agreed, the Agency shall neither be obliged to hand over a user-project manual or other documentation (e.g. in case of delivery of software or hardware), nor to hold training courses. If the Customer orders training courses for a separate fee, these may also be held at the Agency's discretion on premises to be determined by the Contractor. Additional training as well as any desired updates, changes, extensions or ongoing maintenance, etc. shall also be agreed separately in each case and shall be remunerated at the rates applicable at the time.
- 3.6 The Agency shall not be subject to any prohibition of competition. The Agency may at any time work in the same business territory and the same product area for competitors of the Contractor.

4. third-party services / commissioning of third parties

- 4.1 The Agency shall be entitled, at its own discretion, to perform the service itself, to make use of competent third parties as vicarious agents in the performance of contractual services and/or to substitute such services ("Third-Party Service").
- 4.2 The commissioning of third parties within the scope of an External Service shall take place either in its own name or in the name of the Customer, the latter after prior information to the Customer. The Agency shall carefully select this third party and ensure that it has the required professional qualifications.
- 4.3 The Customer shall enter into obligations towards third parties that have been named to the Customer and that extend beyond the term of the contract. This shall expressly also apply in the event of termination of the agency agreement for good cause.

5. deadlines

- 5.1 Unless expressly agreed as binding, specified delivery or service deadlines shall be deemed to be only approximate and non-binding. Binding agreements on dates shall be recorded in writing or confirmed by the Agency in writing.
- 5.2 If the Agency's delivery/service is delayed for reasons for which it is not responsible, such as events of force majeure and other unforeseeable events that cannot be averted by reasonable means, the service obligations shall be suspended for the duration and to the extent of the impediment and the deadlines shall be extended accordingly. If such delays last more than two months, the customer and the agency are entitled to withdraw from the contract.

6. contract duration

- 6.1 Ordinary termination: All contractual relationships may be terminated in writing by the Agency, unless otherwise agreed, without stating reasons, subject to a three-month notice period, or by the Customer, unless otherwise agreed, subject to a six-month notice period, as of the last day of each calendar month. The Agency is also entitled to terminate the contractual relationship only with regard to individual components. The Customer shall only be entitled to such termination if this has been expressly agreed.
- 6.2 Extraordinary termination: The Agency shall be entitled to terminate the contract for good cause by unilateral declaration at any time with immediate effect. Good cause shall be deemed to exist in particular if insolvency proceedings have been instituted against the Customer's assets or if the opening of such proceedings has been rejected due to a lack of (the right of termination may be asserted for an indefinite period of time until the service has been rendered in full), if the Customer violates material confidentiality obligations or other material provisions of the contract, or if the Customer dies or loses the Self-authorization.

7. remuneration

- 7.1 Unless otherwise agreed, the Agency's fee claim shall arise for each individual service as soon as it has been rendered. The Agency shall be entitled to demand

advance payments to cover its expenses. From an order volume with an (annual) budget of € 15,000, or those extending over a longer period of time, the Agency shall be entitled to issue interim or advance invoices or to call for payments on account.

- 7.2 The fee shall be understood as a net fee plus VAT at the statutory rate. In the absence of an agreement in individual cases, the Agency shall be entitled to a fee in the amount customary in the market for the services rendered and the transfer of the rights of use under copyright and trademark law.
- 7.3 All services provided by the Agency that are not expressly covered by the agreed fee shall be remunerated separately. All cash expenses incurred by the Agency shall be reimbursed by the Customer.
- 7.4 Cost estimates of the Agency are non-binding. If it is foreseeable that the actual costs will exceed those estimated by the Agency in writing by more than 15%, the Agency shall notify the Customer of the higher costs. The cost overrun shall be deemed to have been approved by the customer if the customer does not object in writing within three working days of such notification and at the same time discloses less expensive alternatives. If the cost overrun is up to 15%, a separate notification is not required. This cost estimate overrun shall be deemed approved by the customer from the outset.
- 7.5 If the Customer unilaterally changes or cancels work commissioned without involving the Agency - without prejudice to the Agency's other ongoing support - the Customer shall compensate the Agency for the services provided up to that point in accordance with the fee agreement and reimburse all costs incurred. If the termination is not due to a grossly negligent or intentional breach of duty by the Agency, the Customer shall also reimburse the Agency for the entire fee agreed for this order (commission), whereby the credit compensation of § 1168 ABGB is excluded. Furthermore, the Agency shall be indemnified and held harmless against any claims of third parties, in particular contractors of the Agency. With the payment of the fee, the customer does not acquire any rights of use to work already performed; concepts, drafts and other documents that have not been executed are to be returned to the agency immediately.

8. payment, retention of title

- 8.1 The fee shall be due for payment within 14 days of receipt of the invoice and without deduction, unless special payment terms are agreed in writing in individual cases. This shall also apply to the charging on of all cash expenses and other expenses. The goods delivered by the Agency shall remain the property of the Agency until full payment of the remuneration including all ancillary liabilities.
- 8.2 In the event of default in payment by the Customer, the statutory default interest shall apply at the rate applicable to business transactions. Furthermore, in the event of default in payment, the Customer undertakes to reimburse the Agency for any reminder and collection expenses incurred, insofar as they are necessary for appropriate legal action. This includes in any case the costs of two reminders in the usual market amount of currently at least € 20.00 per reminder, as well as a reminder letter from a lawyer commissioned with the collection. The assertion of further rights and claims remains unaffected.
- 8.3 In the event of default in payment by the Customer, the Agency may declare all services and partial services rendered under other contracts concluded with the Customer to be immediately due and payable.
- 8.4 Furthermore, the Agency shall not be obliged to provide further services until the outstanding amount has been settled (right of retention). The obligation to pay remuneration shall remain unaffected.
- 8.5 If payment in installments has been agreed upon, the Agency reserves the right to demand immediate payment of the entire outstanding debt in the event that partial amounts or ancillary claims are not paid on time (loss of time).
- 8.6 The Customer shall not be entitled to set off its own claims against claims of the Agency, unless the Customer's claim has been acknowledged by the Agency in writing or has been established by a court of law.

9. property right and copyright

- 9.1 All services of the Agency, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final drawings, concepts, negatives, slides), including individual parts thereof, shall remain the property of the Agency, as shall the individual workpieces and design originals, and may be reclaimed by the Agency at any time - in particular upon termination of the contractual relationship. By paying the fee, the customer acquires the right of use

- for the agreed purpose. In the absence of any other Unless otherwise agreed, the customer may use the services of the agency exclusively in Austria. The acquisition of rights of use and exploitation of services of the Agency requires in any case the full payment of the fees charged by the Agency for it. If the customer already uses the services of the agency before this point in time, this use is based on a loan relationship that can be revoked at any time.
- 9.2 Modifications or adaptations of the Agency's services, such as in particular their further development by the Customer or by third parties working for the Customer, shall only be permitted with the express consent of the Agency and - insofar as the services are protected by copyright - of the author. The release of all so-called. "Open files" is thus expressly not part of the contract. The agency is not obliged to surrender. I.e. without contractual assignment of the rights of use also for "electronic works" the customer has no legal claim to them.
- 9.3 For the use of services of the Agency, which goes beyond the originally agreed purpose and scope of use, the consent of the Agency is required - regardless of whether this service is protected by copyright. The Agency and the author shall be entitled to a separate appropriate remuneration for this.
- 9.4 The Agency's consent shall also be required for the use of the Agency's services or of advertising materials for which the Agency has prepared conceptual or design templates, after expiry of the Agency Contract, irrespective of whether this service is protected by copyright or not.
- 9.5 For uses in accordance with Paragraph 4, the Agency shall be entitled to the full Agency remuneration agreed in the expired contract in the 1st year after the end of the contract. In the 2nd or 3rd year after the expiry of the contract only half or a quarter of the remuneration agreed in the contract. From the 4th year after the end of the contract, no more agency remuneration is payable.
- 9.6 The Customer shall be liable to the Agency for any unlawful use in the double amount of the fee appropriate for such use.

10. labelling

- 10.1 The Agency shall be entitled to refer to the Agency and, if applicable, to the originator on all advertising media and in all advertising measures without the Customer being entitled to any remuneration for this.

10.2 Subject to the Customer's written revocation, which is possible at any time, the Agency shall be entitled to refer to the existing or former business relationship with the Customer on its own advertising media and in particular on its Internet website by name and company logo (reference).

11. warranty

11.1 The Customer shall notify any defects in writing without delay, in any case within eight days after delivery/service by the Agency, hidden defects within eight days after detection of the same, describing the defect; otherwise the service shall be deemed approved. In this case, the assertion of warranty claims and claims for damages as well as the right to contest errors due to defects shall be excluded.

11.2 In the event of justified and timely notification of defects, the Customer shall be entitled to improvement or replacement of the delivery/service by the Agency. The Agency shall remedy the defects within a reasonable period of time, whereby the Customer shall enable the Agency to take all measures necessary to examine and remedy the defects. The Agency shall be entitled to refuse to improve the performance if this is impossible or involves a disproportionately high effort for the Agency. In this case, the customer is entitled to the statutory rights of conversion or reduction. In the case of improvement, it is the responsibility of the customer to carry out the transfer of the defective (physical) item at his expense.

11.3 It shall also be incumbent on the Customer to carry out the review of the performance with regard to its legal admissibility, in particular under competition, trademark, copyright and administrative law. The Agency shall only be obliged to perform a rough check of legal admissibility. The Agency shall not be liable for the legal admissibility of content in the event of slight negligence or after fulfillment of any duty to warn the Customer, if such content was specified or approved by the Customer.

11.4 The warranty period shall be two months from delivery/service. After the expiry of the 2-month period, all warranty claims shall expire, so that no recourse pursuant to § 933b ABGB (Austrian Civil Code) or § 379 UGB (Austrian Commercial Code) can be asserted against the Contractor by the Client.

11.5 After delivery of the website / software / application, it shall be accepted by the Customer. After acceptance, the Agency shall not be obliged to provide any

further support or maintenance services, unless otherwise agreed in the individual contract.

12 Liability and product liability

- 12.1 In cases of slight negligence, liability of the Agency and those of its employees, contractors or other vicarious agents ("people") for property damage or financial loss of the Customer shall be excluded, irrespective of whether direct or indirect damage, loss of profit or consequential damage, damage due to delay, impossibility, positive breach of contract, culpa in contrahendo, defective or incomplete performance is involved. The existence of gross negligence has to be proven by the injured party. As far as the liability of the agency is excluded or limited, this also applies to the personal liability of its "people".
- 12.2 Any liability of the Agency for claims made against the Customer on the basis of the service provided by the Agency (e.g. advertising measure) shall be expressly excluded if the Agency has fulfilled its duty to inform or if such a duty was not recognizable to it, whereby slight negligence shall not be detrimental. In particular, the Agency shall not be liable for litigation costs, the Customer's own legal fees or costs of judgment publications as well as for any claims for damages or other claims of third parties; the Customer shall indemnify and hold the Agency harmless in this respect.
- 12.3 Claims for damages by the Customer shall expire six months after knowledge of the damage; in any case, however, after three years after the Agency's act of infringement. Claims for damages shall be limited to the net order value.
- 12.4 After delivery of the product, the Agency shall not assume any further warranty for the availability and error-free functioning of services that make use of external interfaces and shall be indemnified and held harmless in the event of software that does not function properly as a consequence. An adaptation of the interfaces requires a renewed order placement by the customer.

13. data privacy

The Customer agrees that the Agency may determine, store and process the data disclosed by the Customer (name, address, e-mail, company register number, business address, bank details, credit card data, VAT number) with the aid of automated

systems for the purpose of fulfilling the contract and providing support to the Customer as well as for its own advertising purposes.

13 Governing Law

The contract and all mutual rights and obligations derived therefrom as well as claims between the Agency and the Customer shall be governed by Austrian substantive law, excluding its conflict of law rules and excluding the UN Convention on Contracts for the International Sale of Goods.

14 Place of performance and jurisdiction

- 14.1 The place of performance shall be the registered office of the Agency. In the event of shipment, the risk shall pass to the Customer as soon as the Agency has handed over the goods to the carrier selected by it.
- 14.2 The place of jurisdiction for all legal disputes arising between the Agency and the Customer in connection with this contractual relationship shall be the court with subject-matter jurisdiction for the Agency's registered office. Notwithstanding the foregoing, the Agency shall be entitled to sue the Customer at its general place of jurisdiction.
- 14.3 Insofar as in this contract designations referring to natural persons are only stated in the masculine form, they shall refer to women and men in the same way. When applying the designation to specific natural persons, the respective gender-specific form shall be used