

## General Terms and Conditions

Contractual partner

On the basis of these General Terms and Conditions (GTC), an agreement can be made between the customer, hereinafter referred to as the "client", and the

Bemotiv GmbH

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hereinafter referred to as "contractor or Bemotiv", a contract is concluded.

Scope

The following general terms and conditions (hereinafter referred to as GTC) are part of all electronic and written contracts with Bemotiv GmbH.

Changes to the terms and conditions made by Bemotiv will be announced to the client in writing. As a rule, changes, additions or deviations from the terms and conditions are shown in the order offer and only apply to the areas mentioned - these terms and conditions continue to apply to all other areas not mentioned. Changes to the General Terms and Conditions are considered approved if the client does not object to them in writing within 14 working days after notification of the changes.

The following terms and conditions relate to all contracts concluded between Bemotiv GmbH and its client. They also apply to all business relationships in the future, even if they are not agreed again. Deviating conditions of the client, which Bemotiv GmbH does not recognize, do not become part of the contract, even if Bemotiv GmbH does not contradict them.

## Subject of the contract

The contracting parties agree to work together in accordance with the individual contractual agreement for the factory commissioning of the creation of concepts, drafts, presentation design, web design, graphics, text, scripts, videos, photos, film material, virtual graphics and videos, 3D designs, live communication services, trade fair planning, execution of digital and live events, provision of light, sound and video technology as well as personnel services (e.g. promoters) or other work, hereinafter also referred to as the subject matter or service.

## Obligation to cooperate

The client provides the contractor with all data and documents required to carry out the project free of charge. All work documents will be treated carefully and confidentially by the contractor, protected from access by third parties, only used for the preparation of the respective order and will be returned to the client or deleted after completion of the order.

The client declares that he has all the necessary rights that relate to the further processing of the documents provided in the context of the order and also declares that he will accept liability for all legal matters relating to the documents provided.

## 1. Conclusion of the contract

### 1.1.

A contract is concluded by submitting a signed written order or an electronic order (e.g. purchase order) on the basis of an offer for the provision of services by post, fax, online applications (e.g. Coupa or SAP) or by email. The subject of the contract, or the exact description of the task, is contained in the individual contractual agreement, i.e. on behalf of the client.

The conclusion of a contract does not require a written order confirmation from Bemotiv.

### 1.2

The contractor is bound to the offer for 20 working days. If this offer is not accepted by the client within this time, the service and remuneration specified therein may vary.

### 1.3

The basis for the work of the contractor and part of the contract is, in addition to the project contract (e.g. a signed offer) and its attachments, the briefing to be handed over to the contractor by the client. If the briefing takes place verbally or by telephone, the contractor can create a written re-briefing on the content of the briefing, which will be handed over to the client. If this re-briefing exists, it becomes a binding part of the contract if the client does not object to it within 14 working days of receipt.

Any change and / or addition to the contract and / or its components must be made in writing. The written and spoken contract language is German unless otherwise agreed in writing between the contracting parties in the order. Any additional costs arising from changes or additions must be borne by the client.

Events of force majeure entitle the contractor to postpone the project commissioned by the client for the duration of the hindrance and a reasonable start-up time. This does not result in a claim for damages by the client against the contractor. This also applies if deadlines and / or events that are important for the client cannot be kept and / or do not occur as a result.

#### 1.4

The contractor also guarantees the client a level of correction, unless this is contractually regulated differently in individual cases.

#### 1.5

The client has no right of withdrawal after the order has been placed.

#### 1.6

Duration of the contract: A contract is fulfilled with the delivery of the agreed, carefully executed service to the client.

## 2. Copyright and Right of Use

### 2.1

All delivered or created concepts, designs of all kinds (including presentations), scripts, photos, footage or films as well as all related rights remain the property of the contractor, unless otherwise agreed in writing.

All drafts, concepts, final artwork of all kinds, scripts, videos, photos, film materials or films may not be changed in the original or in reproduction without the express consent of the contractor. Any total or partial imitation is prohibited.

### 2.2

If point 2.1 is violated, the client must pay the contractor a contractual penalty of 100 percent of the fee in addition to the fee owed for the service, but at least € 20,000.

### 2.3

The contractor transfers the rights of use required for the respective purpose to the client. Unless otherwise agreed, only the simple right of use is transferred. The contractor remains entitled in any case, even if he has granted the exclusive right of use, to use his drafts and copies thereof in the context of

self-promotion and accounting for proportionate self-created assets in all media and to activate or activate proportionately in his trade balance sheet in Germany or to be accounted for as intangible assets.

#### 2.4

Passing on the rights of use to third parties requires a written agreement between the contractor and the client.

#### 2.5

The rights of use are only transferred to the client after the order has been paid for in full.

#### 2.6

The contractor is responsible for the reproduction, distribution, exhibition and making available to the public of the created concepts, drafts, presentation designs, graphics, text, scripts, videos, photos, film material, virtual graphics and videos, 3D designs, live communication services, trade fair planning, Digital and live events to be named as the originator, unless otherwise regulated in the order.

#### 2.7

If the client wants to register formal property rights for entry in an official register with regard to the created concepts, drafts, presentation designs, graphics, text, scripts, videos, photos, film material, virtual graphics and videos, 3D designs or other work by the contractor it does so with the prior written consent of the contractor.

#### 2.8

The contractor grants the client the right to make them publicly available.

#### 2.9

Other users require the prior written consent of the contractor. The contractor is to be remunerated in addition, in particular for the reproduction in handwritten, printed, digital or audiovisual form or on websites that were not designed by the contractor.

#### 2.10

The contractor is entitled to put his author's name on the object of the order. He has the right to indicate his participation in the creation of the subject matter of the contract, e.g. on his own website (so-called case study).

#### 2.11

Changes and editing of the content, in particular presentations or online content of the client, as well as their updating and technical changes may be made by the client or third parties commissioned by him without the consent of the contractor, unless otherwise regulated in the order.

### 3. Compensation

#### 3.1

The remuneration is shown in net amounts, payable plus the statutory value-added tax at 100% and without any deductions unless this is regulated otherwise in writing in the order. Oral agreements have no legally binding relevance to the order without a written passage in the order.

#### 3.2

The remuneration is due upon delivery of the object of the order or by arrangement. If the delivered services are accepted in parts, a partial remuneration must be paid by invoice when the first partial delivery is accepted. If nothing is agreed, a payment term of 10 working days applies. After this period has expired, the contractor can immediately take legal action against the client. The contractor does not need to send a previous reminder to the client.

#### 3.3

The client is permitted to use the delivered services again, but not for additional uses that go beyond the originally agreed or intended scope of the contractually agreed order volume. The client must pay a contractual penalty of 100 percent of this fee, but at least € 20,000, for each such additional use that takes place without the consent of the contractor, except for the appropriate remuneration for the use in question.

#### 3.4

Bemotiv GmbH prepares a proper invoice according to the payment schedule. All prices for agency services are generally understood as net amounts. Unless otherwise agreed, the total amount is payable without deductions via bank transfer to the business account of Bemotiv GmbH.

For events, and unless otherwise agreed, the following payment schedule applies:

- 40% of the order amount upon contract conclusion
- 30% of the order amount four weeks before the event
- 30% of the order amount on the first day after the event

#### 3.5

When engaging artists through the agency, the artist social security contribution (Künstlersozialabgabe) on artist fees is due in addition, in accordance with the rates set by the Künstlersozialkasse and the statutory VAT payable in the Federal Republic of Germany, even if this is not explicitly stated in individual cases. If VAT must be paid to another governmental organization, Bemotiv GmbH is entitled to payment of this tax.

#### 3.6

Travel costs and expenses are charged based on actual expenses unless a flat rate is specified in the

cost estimate. Flights within Europe are booked in economy class, while intercontinental flights are booked in business class. Train journeys are made in first class. Car travel is charged at €0.75/km.

### **3.7**

Expenses for communication and secretarial services are charged as a flat rate of 3% of the total order amount.

### **3.8**

Any GEMA fees incurred, as well as event-related energy, water, and waste disposal costs, shall be borne by the client.

### **3.9**

Bemotiv GmbH charges an agency fee of 0–15% on all external costs, depending on the agreement, based on the order amount (handling fee). The standard rate is 13.5%, while a reduced rate of 10% applies to financing (reimbursement).

Additionally, all associated expenses are charged on an hourly or daily basis.

Bank transfers to non-SEPA countries or in foreign currencies are subject to a flat fee of €95, regardless of the transfer amount.

### **3.10**

All expenses and disbursements of Bemotiv GmbH that are not covered by the service description of Bemotiv GmbH shall be charged based on actual expenses.

### **3.11**

All services not included in the service description must be additionally paid for by the client, even if Bemotiv GmbH does not use third-party services but instead provides the respective service through its own employees. Bemotiv GmbH is entitled to have work that could be outsourced to third parties in the name and on behalf of the client performed by its own employees and to invoice the client separately for such work.

### **3.12**

Bemotiv GmbH is entitled to charge reminder fees and standard bank default interest in the event of late payment.

### **3.13**

If Bemotiv GmbH becomes aware of circumstances that question the creditworthiness of the client, Bemotiv GmbH is entitled to declare the entire remaining debt immediately due and demand advance payments and standard bank security deposits.

## 4. External services

### 4.1

The contractor is entitled to order the external services necessary to fulfill the order in the name of and for the account of the client. The client is obliged to give the contractor his written consent to this if this is not already recorded in writing in the order.

### 4.2

If, in individual cases, contracts for third-party services are concluded in the name and for the account of the contractor, the client is obliged to release the contractor internally from all liabilities arising from the conclusion of the contract, in particular from the obligation to pay the remuneration for the third-party service.

## 5. Ownership, obligation to return

### 5.1

Only rights of use are granted for all objects of the order, but property rights are not transferred, unless otherwise agreed in writing. The originals are to be returned undamaged to the client no later than three months after delivery, unless otherwise agreed in writing.

### 5.2

In the event of damage to or loss of the ordered items, the client has to reimburse the costs that are necessary for restoration. The right of the contractor to assert further damage remains unaffected.

### 5.3

In principle, data is only released to the client or to third parties commissioned by him in closed, non-editable file formats. If the client wishes open files to be released, this requires a written agreement and separate payment. Exceptions to this are presentation files, such as \*.pptx files, for which further processing and changes by the client are permitted without restriction.

### 5.4

All working documents, electronic data and records that are made by the contractor as part of the order processing remain with the contractor. The handing over of these documents and data cannot be demanded by the client. With the payment of the agreed fee, the contractor owes the agreed services, but not the intermediate steps leading to this result in the form of sketches, drafts, production and raw data.

## 6. Liability and Warranty

### 6.1

The contractor is liable for damage that he or his vicarious agents cause intentionally or grossly negligent in the context of an order, but not exceeding 50% of the order amount. Excluded from this are damage resulting from the breach of a contractual obligation, which is essential for achieving the purpose of the contract (cardinal obligation), as well as damage from injury to life, limb or health, for which the contractor is liable even in the event of slight negligence.

### 6.2

Claims by the client resulting from a breach of duty by the contractor or his vicarious agents shall become statute-barred in accordance with the statutory limitation periods. Excluded from this are claims for damages based on an intentional or grossly negligent breach of duty by the contractor or his vicarious agents and claims for damages due to injury to life, limb or health, even if they are based on a slightly negligent breach of duty by the contractor or his vicarious agents; The statutory limitation periods according to German commercial law set out in the German Commercial Code (HGB) apply to these claims for damages.

### 6.3

The dispatch and return of work and templates is at the risk and expense of the client.

### 6.4

The service is deemed to have been provided after acceptance has been carried out by the client. With the acceptance, he confirms that the service provided has been carried out in accordance with the contract or that the work delivered corresponds to the contractual agreements.

The acceptance can also take place tacitly, in that the client clearly and conclusively expresses his acceptance will to the contractor. This can be done by using it without prompt notification of defects or by paying in full. If there is no response to the request for acceptance, the work is deemed to have been accepted after 10 working days have elapsed.

### 6.5

With the acceptance of the work and the release of the services or other work, the client assumes responsibility for the correctness of text and images, with the result that the contractor is no longer liable. The contractor is liable for the careful execution of the contract, up to a maximum of the order amount.

### 6.6

The contractor is not liable for the copyright, design or trademark protection or registration of the object of the order, which he leaves to the client for use. Registrations of design, patent or trademark searches must

be carried out by the client himself and on his own account, if this was not commissioned separately from the contractor by the client.

#### 6.7

In no event shall the contractor be liable for the legal, in particular competition and trademark law, permissibility of the intended use. The contractor is also not obliged to point out any legal risks to the client, even if they become known to him during the execution of the order.

The following applies to web design: The parties agree a warranty period of 3 months from the end of the order for the service provided. A guarantee for program errors for which the contractor is not responsible is excluded.

#### 6.8

The client is obliged to examine the work performed by the contractor after receipt within a reasonable period and to notify the contractor of any defects. The complaint of obvious defects must be made in writing within 14 working days after delivery of the contractual work, as well as the complaint of non-obvious defects. The timely dispatch of the complaint is sufficient to meet the deadline for complaints. In the event of a breach of the duty to inspect and notify, the contractor's work is deemed to have been approved with regard to the defect concerned.

#### 6.9

The contractor is not liable for the correctness and completeness of the statements made by the client about his products, his services or his company.

#### 6.10

In the case of web design, the following applies: The contractor is only liable for the admissibility and legal validity of the domain if he has expressly undertaken to do so and the procurement and registration of the domain is an essential part of the contract.

#### 6.11

The following applies to web design: The contractor creates the website or parts of it so that it can be quickly and completely set up on the usual browsers using the current state of the art. He is not responsible for ensuring that the website is set up properly even in the event of technical changes that are not made by him. In the event of changes and adjustments to new standards, he is not liable for the website functioning properly on older browsers. In particular, he is not liable for damage that the client's customers can claim as a result of outdated technology.

## 7. Artists' social fund (KSK)

As a limited liability company (GmbH), the contractor is not obliged to pay contributions to the artists' social security fund. However, contributions for the work of third parties involved may be subject to contributions. The contractor pays these contributions and bills them to the client without surcharges.

## 8. Disputes

If a dispute arises in the course of or after the completion of an order with regard to the commissioned project, an out-of-court mediation process must be carried out before judicial proceedings are initiated. In the event of disputes regarding questions of quality assessment or the amount of remuneration, external reports are prepared in order to reach an out-of-court settlement as far as possible. The costs for this are shared equally between the client and the contractor. This procedure, after which it comes about, takes place at the court and commercial law registered location of the contractor in Germany and in German spoken and written language.

## 9. Data storage, data use and data protection

The contractor undertakes to the client to use his data only within the framework of the applicable data protection law. The contractor will continue to electronically save, process and use the data only to process the contractual relationship and to assert claims from the same.

The contractor is authorized to destroy documents that are no longer required and are of contractual relevance or parts of the order that have not been implemented. The contractor stores the client's production and raw data for 2 years in order to be able to make changes and additions if necessary during this period.

## 10. Final provisions

### 10.1.

The client is not entitled to assign claims from the contract.

### 10.2.

A set-off or the assertion of a right of retention by the client is only permitted with recognized or legally established counterclaims.

### 10.3.

The law of the Federal Republic of Germany according to the German Commercial Code (HGB) applies. The place of fulfillment and jurisdiction is Wiesbaden / Germany.

10.4.

If the contrary to the terms and conditions is agreed in the order, the individually formulated agreement in the order prevails in any case. In this case, the order takes precedence over the terms and conditions. The ABG regulates all not mentioned agreements of the order.

10.5.

Should a provision of these general terms and conditions be wholly or partially ineffective or lose their legal effectiveness at a later point in time, this shall not affect the validity of the remaining provisions. Instead of the ineffective provisions, another appropriate regulation should apply by way of the contract adjustment, which comes closest in economic terms to what the contracting parties would have wanted if they had been aware of the ineffectiveness of the regulation.

Hochheim, January 01st, 2025

These terms and conditions replace all previous terms and conditions.