

**ARTICLE 1: DEFINITIONS**

For the purposes of these General Terms and Conditions, the following terms shall have the meanings set out below:

**"Artefact"**: refers to Artefact Germany GmbH, registered in the Commercial Register of the Local Court of Hamburg under HRB 170858;

**"Artefact-Group"**: refers to Artefact and all companies affiliated with Artefact within the meaning of § 15 et seq. of the German Stock Corporation Act (AktG);

**"Customer"**: Artefact's offers are directed exclusively at entrepreneurs within the meaning of § 14 para. 1 of the German Civil Code (BGB), i.e., natural or legal persons or partnerships with legal capacity who, when concluding the contract, are acting in the exercise of their commercial or independent professional activity, as well as legal persons under public law and special funds under public law;

**"Party(ies)"**: means individually Artefact or the Customer and collectively Artefact and the Customer;

**"General Terms and Conditions"**: these general terms and conditions of Artefact, including supplementary conditions, if any;

**"Offer"**: the document prepared for the Customer describing the services, the remuneration and, if applicable, the schedule;

**"Contract"**: the indivisible entirety of the contractual conditions applicable to the services, consisting of individual framework and project agreements, these General Terms and Conditions, the Offer(s) as well as all annexes to these documents and all amendments and supplements made thereto by the Parties;

**"DPA"**: the Data Processing Agreement, i.e., the agreement between the Parties on the processing of personal data;

**"Service Description"**: the functional and technical descriptions as well as all other specifications relating to the services and products of Artefact, if and to the extent that these are created or confirmed by Artefact.

**"Service(s)"**: means any service which Artefact has contractually undertaken to provide to the Customer;

**"Personal Data"**: Personal data within the meaning of German data protection law;

**"Pitches"**: Pitches and other comparable documents with which Artefact promotes itself or its services to the Customer prior to the conclusion of a contract, as well as all elaborations and proposals that Artefact makes available to the Customer in the course of the business initiation;

**"Industrial Property Rights"** (a) copyrights, patent rights, trademark rights, domain rights, rights to utility models and designs and databases as well as other protective rights related to the aforementioned rights, (b) trade secrets, (c) know-how, (d) other intellectual property rights of any kind and any type;

**"Work Results"**: means the work results achieved in the performance of the Services for the Customer;

**ARTICLE 2: SUBJECT MATTER AND SCOPE**

These General Terms and Conditions shall apply to the entire business relationship between the Customer and Artefact concerning Artefact's services and products, even if Artefact does not expressly refer to them again. The foregoing provision shall apply in particular to new orders placed in writing, in text form or by telephone within an existing business relationship, as well as to amendments and extensions of existing contracts.

Deviating, conflicting or supplementary general terms and conditions or purchasing conditions of the Customer shall only become part of the contract if and to the extent that Artefact has expressly agreed to their validity in writing. This consent requirement shall

apply in any case, for example, even if the Customer refers to its general terms and conditions or purchasing conditions in the context of the conclusion of contracts or the provision of services and Artefact does not object to them and/or provides services in any other way with knowledge thereof.

In the event of contradictions, contractual provisions shall apply in the following order of precedence: (i) Project Contract, (ii) Framework Agreement, (iii) Offer incl. the Service Description, (iv) these General Terms and Conditions, (v) DPA.

**ARTICLE 3: SCHEDULE**

Schedules shall only be binding if the Parties have expressly agreed to this in writing or in text form. In the event of a delay and/or a defective or non-performance of all or part of the Customer's cooperation duties, Artefact shall not be liable for compliance with the agreed schedule. Furthermore, the aforementioned cases (in particular, if the Customer fails to meet deadlines for which it is responsible, e.g., for the transmission of data requested from it by Artefact) shall lead to an automatic extension of the deadlines set for Artefact for the fulfillment of its obligations.

**ARTICLE 4: COOPERATION BETWEEN THE PARTIES**

The provision of the Services requires active and regular cooperation between the Parties.

In this context, the Parties shall each appoint a person responsible for monitoring and implementing the Contract, who shall act as the main contact person for the other Party.

Furthermore, each Party undertakes:

- to provide the other Party with all information crucial for the provision of the Services as quickly as possible before and during the provision of the Services and to communicate all events, difficulties or circumstances that could affect the content, continuity, quality or costs of the Services;
- to cooperate with all suppliers or third-party service providers (for which the other Party is the contractual partner and contact person) and, in particular, to provide them within the required and reasonable time limits with all information, data and documents that could be useful to them in the performance of their tasks;
- to inform each other of all actions and measures that they may take and that, to their knowledge, could affect the Services provided for in the Contract.

The Customer shall, without being asked, inform Artefact of any special restrictions applicable to the Customer or its industry or of any requirements to be observed for measures and shall provide Artefact in good time with the information and documents required to fulfill such requirements.

**ARTICLE 5: PROVISIONS FOR THE PROVISION OF SERVICES**

**5.1 Place of Performance of the Services.** As a matter of principle, performance of the services on-site at the Customer's premises or at a location designated by the Customer is not owed. Notwithstanding this, the Parties may agree, as required, that the Services shall be provided physically on the Customer's premises and/or on premises designated by the Customer. In these cases, the travel and accommodation costs incurred by Artefact for the provision of the Services on the Customer's premises or on premises designated by the Customer shall be passed on to the Customer.

**5.2 Quality of the Services.** Artefact undertakes to provide the agreed Services in accordance with the conditions set out in the Contract with the care and professionalism necessary for proper performance, and in accordance with industry-standard practices.

**5.3 Success of the Services.** Unless expressly agreed otherwise in writing or in text form, Artefact does not owe any success of the Services, in particular not with regard to the achievement of objectives, order quantities, order values, customer acquisition and ranking. In particular, Artefact does not guarantee that the Customer will achieve the purpose it pursues with the Services and shall not be liable in this respect.

**ARTICLE 6: CUSTOMER'S DUTY TO INSPECT**

**6.1 Conformity of the Services with the Contract - Procedure.** The Customer shall inspect the Services of Artefact immediately after their transmission or provision by Artefact with regard to their conformity with the contractual agreements and shall report any defective performance. Otherwise, the Services shall be deemed to have been accepted by the Customer as being in conformity with the contract. By using the services provided by Artefact (in particular documentation or IT services) without reservation, in whatever form, the Customer accepts them as being in conformity with the contract.

**ARTICLE 7: REMUNERATION AND PAYMENT CONDITIONS**

**7.1 Remuneration.** The remuneration for the Services as well as the conditions for invoicing are set out in the Offer. The stated remuneration does not include taxes, accommodation or travel costs.

**7.2 Payment Period.** Artefact's invoices are due for payment 14 days after the invoice date. The Customer shall automatically be in default if the invoice amount is not credited to Artefact's account specified in the invoice within the payment period of 14 days.

**7.3 Default Interest.** If the Customer is in default with the payment of an invoiced service, Artefact shall be entitled to charge default interest from the first day of default at a rate of 9 percentage points above the respective base interest rate of the European Central Bank (§ 288 para. 2 BGB).

**7.4 Further Consequences of Default in Payment.** If the Customer is in default with the payment of an invoice for more than 14 days, Artefact shall also be entitled to suspend the performance of further services and to halt the campaigns and measures currently being carried out for the Customer and to resume them only once the outstanding invoices, including interest, have been paid to Artefact. This shall not apply if the invoice amount was deferred.

**7.5 Advance Payment / Security Deposit.** Furthermore, in the event that circumstances become known to Artefact after the start of the contract which give rise to doubts as to the Customer's ability or willingness to pay, Artefact shall be entitled to suspend the performance of further services—regardless of whether they arise from the contract in question or another contract—until full advance payment or an appropriate security deposit has been made.

**7.6 Factoring.** Artefact is entitled to assign claims against the Customer within the scope of factoring.

**ARTICLE 8: CONTRACT TERM/TERMINATION**

**8.1 Term and Termination.** Unless otherwise stipulated in Artefact's Offer or otherwise in the Contract, the following provisions shall apply to the term and termination of the Contract: The Contract shall have an initial fixed term of twelve (12) months from the start of the contract and shall be extended by a further twelve (12) months in each case if it is not terminated with a notice period of three (3) months to the end of the initial fixed term or to the end of the respective extension period.

**8.2 Extraordinary Termination for Cause.** The right to extraordinary termination for cause remains unaffected. Cause for extraordinary termination shall exist in particular if a material deterioration or a significant endangerment of the financial circumstances of the other Party occurs or if the

Customer unjustifiably ceases payments to Artefact or declares its intention to do so. In addition, cause shall exist if enforcement measures against the other Party have been unsuccessful or if the opening of insolvency proceedings is applied for.

**8.3 Special Right of Termination.** The Parties shall have a special right of termination if, in the course of a potential and feasibility analysis by Artefact, it is determined that the project is not feasible. The special right of termination can only be exercised if the non-feasibility of the project has been confirmed by both parties in text form.

**8.4 Written Form of Termination.** Terminations pursuant to this Article 9 must be in writing.

**8.5 Winding-up of the Business Relationship after Termination.** Upon termination of the Contract, any amounts still owed by the Customer to Artefact shall become due immediately. The Customer shall also be obliged to release Artefact from all obligations undertaken for it or on its behalf towards third parties. Artefact shall be entitled to terminate the obligations undertaken for the Customer or on its behalf.

Upon termination of the Contract, all rights of access and use of the Customer to services, dashboards and setups which Artefact has made available to the Customer or created for it shall cease. The Customer's access to services of Artefact or services made available via Artefact shall be blocked upon termination of the Contract.

## ARTICLE 9: CONFIDENTIALITY

**9.1 Confidentiality Obligation.** The Parties undertake to treat as confidential the information provided by the other Party as well as the information to which they have had direct or indirect access during the performance of the Contract, irrespective of the form and/or medium of disclosure or cognisance (hereinafter "Confidential Information"). Confidential Information includes all technical, financial, economic, commercial, legal and other information about the Parties, in particular trade secrets.

The Parties undertake to treat the exchanged Confidential Information with the same care as their own confidential information, to use it only for the contractual purpose and not to pass it on to third parties or otherwise make it accessible to third parties, except for the performance of the Contract. They further undertake to oblige their personnel, including freelancers and subcontractors working for them within the framework of the Contract, to maintain confidentiality.

**9.2 Excluded Confidential Information.** The confidentiality obligation shall not apply to Confidential Information which (i) was already publicly known at the time of transmission or becomes publicly known after transmission without breach of contract, (ii) was already in the possession of the respective Party before transmission, (iii) has been or will be excluded from confidentiality by agreement in writing or text form, and (iv) to the extent that disclosure is regulated in the Contract.

**9.3 Duration of Confidentiality.** It is expressly agreed that the provisions of this Article 10 shall remain in force for a period of 3 (three) years after termination of the Contract, irrespective of the reason for termination.

**9.4 Duty of Return.** The Parties undertake to hand over all documents made available to them by the other Party in connection with the conclusion and/or performance of the Contract within a period of no more than fifteen (15) days after termination of the Contract, for whatever reason.

**9.5 Pitches.** Pitches are to be treated confidentially by the Customer and, in the event that a contract is not concluded, are to be deleted or destroyed at Artefact's request. The Customer is expressly prohibited from making the Pitches and their contents known to third parties or from using them for its own purposes

without the prior consent of Artefact in text form. The provision of the Pitches also expressly does not include the granting of any rights of use to the contents.

## ARTICLE 10: DATA PROTECTION

Insofar as the Parties come into contact with personal data in the course of their activities, the relevant data protection regulations must be observed. The Parties shall process or use the personal data exclusively within the framework of the contractual agreements and are in particular not entitled to use personal data beyond this or to pass it on to third parties. In connection with the provision of the Services, it may be necessary for Artefact to process personal data on behalf of the Customer. In this case, the Parties agree to conclude a DPA.

## ARTICLE 11: REFERENZEN

Artefact and the Artefact Group are entitled to use the commissioning by the Customer, its name, its logo and a general description of the services provided for the Customer worldwide in a manner customary in the industry for their own advertising, in particular as references on their websites, for pitches and within the scope of tenders and certifications.

## ARTICLE 12: LIABILITY

**12.1** Unless otherwise stipulated in these General Terms and Conditions, including the following provisions, the Parties shall be liable for intent or gross negligence in accordance with the statutory provisions.

**12.2** The Parties shall only be liable for damages caused by slight negligence if a duty is breached, the fulfillment of which makes the proper execution of the contract possible in the first place and on the observance of which the other Party may regularly rely (material contractual obligation). In this case, liability shall be limited to those damages, the occurrence of which must typically be expected within the scope of the respective contractual relationship (foreseeable damages typical for the contract). Otherwise, the Parties shall not be liable for damages caused by slight negligence.

**12.3** The liability of the Parties for damages resulting from injury to life, body or health and under the Product Liability Act shall remain unaffected by the limitations and exclusions of liability in the preceding section 13.2.

**12.4** The exclusions and limitations of liability in this Article 13 shall also apply in the event of breaches of duty by or for the benefit of representatives of the Parties and other persons for whose fault the Parties are responsible according to statutory provisions.

**12.5** Liability of Artefact for a non-fulfillment of its contractual obligations is excluded to the extent that Artefact proves that Artefact was prevented from doing so by an external event beyond its control. Such an event shall be deemed to include in particular (i) force majeure within the meaning of Article 16, (ii) an act or omission of the Customer by which Artefact was prevented or hindered in the performance of its obligations, and (iii) an act or omission of a third party with a similar effect, provided that this third party is not a company of the Artefact Group or a subcontractor within the meaning of Article 18.2.

## ARTICLE 13: INTELLECTUAL PROPERTY RIGHTS/LIABILITY FOR CONTENT

**13.1 Artefact's Industrial Property Rights.** Artefact shall remain the exclusive owner of the Industrial Property Rights to the intellectual property (in particular with regard to the programs, methods, software, documentation, tools, data, processes and know-how) created or developed by Artefact before, during or after the provision of the Services and/or independently thereof, irrespective of whether it is subject to special protection (copyright, patent, trademark, etc.) or not.

**13.2 Customer's Industrial Property Rights.** Unless otherwise stipulated in the Contract, no Industrial Property Rights with respect to the Customer's trademarks, logos, products and services shall be transferred or granted to Artefact.

To the extent necessary, however, the Customer shall grant Artefact a simple and non-transferable right of use to the Customer's tools, programs, information, data and databases which it makes available to Artefact for the duration of the Contract and for the purposes of and in connection with the provision of the Services.

**13.3 Industrial Property Rights to Work Results.** The scope of the Industrial Property Rights granted to the Customer by Artefact shall be agreed upon in an individual contract or shall result from the underlying Offer of Artefact. Insofar as no such agreement is made or the Offer contains no provision, the Customer shall be granted a simple, non-transferable right of use to intellectual property which is to be created for the Customer according to the Service Description, namely the right of use, the right of reproduction, the right of distribution and the right of adaptation.

This transfer of rights of use shall apply in terms of time for the statutory duration under German law, including future extensions. In terms of territory, the transfer shall apply to the Customer's business area for which Artefact has provided the relevant services.

Insofar as Artefact has used third-party intellectual property under license for the intellectual property created for the Customer in accordance with the Contract (e.g., images from databases), the transfer of rights pursuant to Article 14.3 shall be exclusively in accordance with the relevant license conditions of the third party and only within the scope of the acquired license.

The transfer of the rights of use and all other rights in connection with the intellectual property created for the Customer in accordance with the Contract shall only take place upon full payment of the agreed remuneration.

## 13.4 Control and Indemnification

All content provided by the Customer or created by Artefact for the Customer within the framework of the Contract must be independently controlled and approved by the Customer. The provision of content by the Customer shall be deemed to be an approval of this content by the Customer. The Customer shall ensure that the approved content is not illegal or immoral or infringes the rights of third parties, in particular not personality rights, name rights, copyrights, rights of use, trademark rights or other industrial property rights.

It is agreed that legal examinations of content, in particular with regard to any industrial property rights of third parties, competition law restrictions and data protection regulations, are not owed by Artefact. The performance of legal examinations is the responsibility of the Customer at its discretion and at its expense. Artefact shall only check content approved by the Customer for obvious illegality or immorality within the scope of the possibilities arising during the execution of the contractual relationship.

Should third parties assert claims against Artefact due to possible legal infringements or infringements of third-party rights resulting from the content approved by the Customer, the Customer undertakes to indemnify Artefact against any liability and to reimburse Artefact for all costs incurred by Artefact due to a possible legal infringement.

## ARTICLE 14: FORCE MAJEURE

The Parties shall not be in breach of the Contract and shall not be liable for delay or non-performance of their obligations under the Contract to the extent that the delay or non-performance is due to an event of force majeure such as, in particular, fire damage, floods, strikes, lawful lockouts or epidemics such as

epidemics and pandemics (insofar as a risk level of at least "moderate" is determined by the Robert Koch Institute). The Party affected thereby shall be released from the obligation to perform or accept for the duration and to the extent of the effect.

The Party invoking force majeure must immediately notify the other contracting party in writing or in text form of the reasons for the delay or non-performance of its obligations (and their possible duration) as well as the fact that: (i) the performance of the obligations of the affected Party will be suspended for the duration of the force majeure and (ii) the affected Party is to be granted an extension of the deadline equal to the duration of the delay. If the event giving rise to a case of force majeure lasts for more than thirty (30) consecutive days, either Party may terminate the Contract in writing with immediate effect.

#### ARTICLE 15: NON-SOLICITATION CLAUSE

The Parties are prohibited from soliciting employees of the other Party or from causing them to terminate their employment relationship with the other Party and to commence an employment relationship with themselves or with companies affiliated within the meaning of §§ 15 et seq. AktG, or from having this done by third parties. This provision shall apply during the term of the Contract and shall end two (2) years after termination of the Contract.

A violation of the non-solicitation clause shall be deemed an anti-competitive act. The affected Party shall have the right to enforce the cessation of the employment of the affected employee. In addition, the Party that has violated the non-solicitation clause shall pay the affected Party a contractual penalty in the amount of one gross annual salary of the affected employee. The last salary received by the employee from the affected Party shall be used as a basis.

#### ARTICLE 16: NO EXCLUSIVITY

Artefact does not grant the Customer any exclusivity and reserves the right to act for third parties, even if these are competitors of the Customer.

#### ARTICLE 17: THIRD-PARTY SERVICE PROVIDERS / SUBCONTRACTORS

**17.1 Third-Party Service Providers.** For the realization and to increase the efficiency of the services listed in the respective contract, Artefact often uses the help of third parties such as Microsoft, Meta, LinkedIn, Awinq and Tradedoubler ("Third-Party Service Providers"). The Customer agrees that Artefact may, to the extent necessary for the provision of the services, transmit the Customer's data to Third-Party Service Providers on the basis of their contractual terms.

Unless otherwise agreed, the Customer is or will become the contractual partner of the Third-Party Service Providers. Although Artefact regularly monitors the services of the Third-Party Service Providers and informs the Customer immediately of any irregularities, Artefact is not responsible or liable for the services of the Third-Party Service Providers (including the completeness and correctness of the reporting/tracking). Artefact does not assume any warranty and is not liable for the services of the Third-Party Service Providers, in particular network services, being always available without interruption, error-free and secure.

**17.2 Subcontractors.** The Customer agrees that Artefact may use subcontractors, including companies of the Artefact Group, for the provision of the contractual services.

#### ARTICLE 18: MISCELLANEOUS

The Parties may only offset their own claims against claims of the other Party if the claims are undisputed or have been finally and absolutely established by a court of law. The same shall apply to a right of retention of the Parties.

Should individual provisions of the Contract, including these General Terms and Conditions, be or become void, invalid or unenforceable in whole or in part, the validity and enforceability of all other remaining provisions shall not be affected thereby. The void, invalid or unenforceable provision shall be deemed to be replaced by that valid and enforceable provision which comes closest to the economic purpose pursued by the void, invalid or unenforceable provision in terms of subject matter, measure, time, place or scope. The same shall apply to any loopholes in the Contract or these General Terms and Conditions.

German law shall apply to the exclusion of private international law and the UN Convention on Contracts for the International Sale of Goods.

The place of performance shall be the registered office of Artefact. The exclusive—also international—place of jurisdiction for all disputes arising from or in connection with contractual relationships between the contracting parties shall be the registered office of Artefact. However, Artefact shall in all cases also be entitled to bring an action at the general place of jurisdiction of the Customer. Overriding statutory provisions, in particular those relating to exclusive jurisdiction, shall remain unaffected.