

Vreden, March 2025

## § 1 Scope

1. These terms and conditions ("T&Cs") of Laudert GmbH + Co KG ("Laudert") governing the provision of deliveries or other services of any kind ("Services") shall apply exclusively; Laudert shall not recognise any terms and conditions of the Client that conflict with or deviate from these T&Cs unless Laudert has expressly agreed to their validity. These T&Cs shall also apply if Laudert provides the services without reservation in the knowledge of terms and conditions of the Client that conflict with or deviate from these T&Cs.

2. These T&Cs shall only apply if the Client is an entrepreneur within the meaning of Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law.

3. The invalidity of one or more of the provisions found herein shall not affect the validity of the remaining provisions.

## § 2 Definitions

1. Insofar as the contract and these T&Cs refer to the "written form", this refers exclusively to the form stipulated in Section 126 (1) BGB.

2. Insofar as the contract and these T&Cs refer to „text form“, both the written form and the form described in Section 126b of the BGB are permissible, i.e. particularly fax or e-mail.

3. An "Entrepreneur" is anyone who is a natural or legal person within the meaning of Section 14 BGB who acquires goods or services for commercial or professional use.

4. "Affiliated enterprises" are legally independent enterprises as stipulated in Section 15 of the German Stock Corporation Act (AktG).

5. A "Subcontractor" refers to any natural or legal person who, under contract, performs all or part of the services owed by the main contractor to its client.

6. A "Merchant" is anyone deemed as such in the German Commercial Code (HGB).

7. "Deliveries" are services which relate to obtaining possession of material objects.

8. "Goods" refer to the physical deliverables of a contract for services or work as well as digital products.

9. "Deliverables" within the meaning of these T&Cs pertain to all photographs, photographic material, moving images, video media or other multimedia products (e.g. computer-generated images or 3D models) created or produced by Laudert, regardless of the technical form or medium in which they were created or exist.

10. "Materials" within the meaning of this contract refer to deliverables protected by copyright (work results) which are handed over to the Client by Laudert in accordance with the agreed scope of services in a written, machine-readable or other form of presentation, such as programs, program lists, utility programs, documentation, data products, images and similar deliverables.

11. "Photo shoots" or "shoots" for short are planned and organised events in which photographs are taken for a specific purpose or assignment.

12. "Reproductions" refer to the depiction and duplication of, among other materials, (visitor) maps, pictures, or brochures, in particular by means of printed products.

## § 3 Contract conclusion and terms

1. Orders submitted by the Client constitute binding offers. Quotes or cost estimates previously submitted by Laudert are subject to change; they are invitations to place orders. Laudert may accept orders or commissions within fourteen calendar days of receipt thereof by Laudert, insofar as the Client is not required to expect later acceptance on a regular basis (Section 147 BGB). This shall also apply to subsequent orders placed by the Client.

2. If Laudert submits a binding quote in an individual case, it can be accepted by the Client within four weeks of receipt by the Client, unless otherwise stated in the individual case. Once this period has expired, Laudert is no longer bound by its quote.

3. In the case of a project-based partnership, Laudert and the Client shall each appoint a contact person for the mutual coordination and clarification of any questions arising in the course of the performance of the service. The contact person may be changed for operational or other factual reasons (e.g. illness or other absence). The contact person to be appointed by the Client is required to provide Laudert with all information required to process the case at hand without delay. They are authorised to make and enact decisions on behalf of the Client. At Laudert's request, appropriate proof of authorisation must be provided.

4. Laudert shall only be required to provide advice subject to the conclusion of a separate consultancy agreement in text form.

5. No guarantees are made other than those expressly assumed by Laudert in the contract. In particular, descriptions of the subject matter of the contract or the scope of delivery and performance, quality specifications and technical data do not constitute a quality guarantee. A guarantee shall only be deemed to have been assumed by Laudert if it has designated a certain characteristic and/or performance outcome as "legally guaranteed" in writing.

6. The Client may only assert claims concerning the quality of the ordered services in an amount that can be reasonably or customarily asserted in terms of the price range of the ordered services.

7. Legally relevant declarations and notifications which the Client is required to submit to Laudert, or a third party must be submitted in writing. Legal form requirements and further evidence, in particular in the case of doubt regarding the legitimacy of the person making the declaration, shall remain unaffected by the above.

8. Verbal assurances made by representatives of Laudert or other auxiliary persons must be confirmed by Laudert in text form.

9. If the Client has not provided Laudert with any explicit specifications regarding the performance of the service (e.g. in the form of layouts or briefings), the performance of the service will be carried out at Laudert's own discretion.

10. The Client is responsible for the usability of the services provided in accordance with its specifications.

11. If Laudert has not received any specifications from the Client for IT services in writing or in text form, in particular with regard to the layout or performance of the software to be created, the design and programming shall be carried out at Laudert's own dutiful discretion.

12. Laudert and the Client shall each be responsible for the selection, supervision, management, control and remuneration of their respective vicarious agents and assistants.

13. The organisational integration of Laudert's services into the Client's operating procedures shall be carried out by the Client under its own responsibility.

14. Laudert is entitled to have contractual services carried out in whole or in part by subcontractors it appoints.

## § 4 Service changes

1. If the Client wishes to change the contractually defined scope of services to be provided by Laudert, it shall submit a change request to Laudert in text form. The further procedure shall be governed by the following provisions.

2.1. A change request must be made by the requesting contracting party in text form. A decision on the request must be sent within ten calendar days of receipt of the request. Change requests which have not been processed, decided upon or communicated to the parties involved within the agreed period of time shall be deemed to have been rejected and shall thus not become the subject matter of the contract. Until Laudert has reached a decision regarding the change request, work shall continue on the basis of the existing terms of the contract, unless the Client requests Laudert to suspend the provision of services in whole or in part. During the suspension period, Laudert may demand payment of the agreed remuneration, but must take into account the expenses saved due to the suspension of services.

2.2. The other party shall comply with the change request if it is technically feasible for the party in question, if said party can reasonably be expected to do so within the scope of its operational capacity and if the party's original business objective is not jeopardised as a result. Laudert reserves the right to refuse to consider a change request if the examination thereof may jeopardise the planned course of the project from a technical, temporal or financial point of view. Instead of rejecting the requested change request, the respective

other party may also submit a modified change offer in text form; para. 2 and para. 3 sentences 1 and 2 shall then apply accordingly.

**3.** In the case of IT services, Laudert reserves the right to demand a change request from the Client if contractual relationships change for Laudert with regard to standard third-party software products in such a way that it is no longer reasonable for Laudert to adhere to the contract under the previous conditions. The right to terminate for good cause remains expressly unaffected in this case.

**4.** Change requests must always be approved by both parties in text form.

**5.** In the event that the amount of work increases or deadlines are affected due to a change request, Laudert shall be entitled to demand a reasonable increase in the remuneration or the postponement of the deadlines. If this results in reduced future expenditure, Laudert shall – subject to another agreement between the parties – retain the claim to the originally agreed remuneration; Laudert must, however, permit a deduction for the amount it saves in expenditure as a result of the change request or the amount it acquires or maliciously refrains from acquiring through the alternative use of its workforce. Laudert shall charge the expenditure incurred to assess the change request along with the remuneration for the execution thereof in accordance with the agreed hourly rates or – in the absence of such – in accordance with its standard hourly rates.

**6.** Upon acceptance of a change request, Laudert shall corresponding edit or update the system specification and the documentation.

**7.** The Client shall bear the expenses incurred by the change request. In particular, this includes the review of the change request, the preparation of a change proposal and any related downtime. In the event that the parties have agreed on daily rates, the expenses shall be calculated according to these, or otherwise according to Laudert's standard remuneration.

**8.** Laudert is entitled to make changes to the contractual services and the scope of services, insofar as the contractual service is only slightly modified and the modification is deemed reasonable for the Client.

**9.** In this context, Laudert reserves the right, in the case of IT services, to modify software products in ASP or SaaS operation, in particular to update them so that they correspond with the state of the art. If this results in the modified version no longer being usable in the operating environment that existed prior to the modification, the Client shall be required to provide an updated and suitable operating environment. Claims against Laudert cannot be derived from the above.

**10.** All amendments and additions to contractual agreements must be documented in text form for evidence purposes.

**11.** In the event that Laudert makes additional application software available to the Client for use for a limited period of time in the case of IT services (Application Service Providing, in short "ASP", or Software-as-a-Service, in short "SaaS") or, for example, provides hardware and software components for a limited period of time in return for payment, the respective services shall be governed by a lease agreement.

## **§ 5 Prices and terms of payment**

**1.** Contractual services rendered by Laudert shall be invoiced at the contractually agreed fixed price or according to expenditure. In addition, any specifications stated in the quote regarding invoicing and the due date of instalment payments shall take precedence. If the parties have not agreed on the remuneration for a service rendered by Laudert, the performance of which the Client could only expect in return for remuneration according to the circumstances, the Client shall pay the remuneration customary for this service. In the case of any doubt, the rates of remuneration sought by Laudert for its services shall be deemed customary. Subsistence and travel costs shall be charged separately – even if a fixed price has been agreed; the price list issued by Laudert applicable at the time the service is provided shall take precedence in this respect.

**2.** The prices stated in Laudert's quote shall apply subject to the proviso that the order information on which the quote was based remains unchanged. In the case of orders involving delivery to third parties, the party that places the order shall be deemed to be the Client, unless otherwise expressly agreed. Laudert's prices are listed ex works. They do not include costs for packaging, freight, postage, customs duties, taxes, insurance and other shipping costs or third-party licence costs (e.g. software licences).

**3.** All prices stated are net amounts, which are to be paid plus the statutory value added tax. Cash discounts shall only be granted if this has been expressly agreed in text form.

**4.** In the event of occasional advance performance – for example if Laudert is

required to maintain certain personnel and other material expenses and keep them available on call or if it has to make substantial purchases of materials – Laudert may demand a corresponding advance payment from the Client, namely in the amount of the value of the respective proven performance in accordance with the contract, provided this does not conflict with the overriding interests of the Client.

**5.** Laudert is entitled to a right of retention in accordance with Section 369 of the German Commercial Code (HGB) with regard to the printing and stamping templates, manuscripts, raw materials and other items supplied by the Client, who is a merchant, until all due claims arising from the business relationship have been met in full.

**6.** If the Client fails to pay within 14 days of receipt of the invoice, the Client shall be deemed to be in default even without a reminder. In cases where monthly remuneration has been agreed, the corresponding amount must be paid in advance to the bank account stipulated by Laudert by the 3rd working day of the respective month at the latest.

**7.** Any agreements made concerning discounts do not apply to freight, postage, ancillary costs (travel costs, model fees, expenses, requisite fees, and material costs, etc.), insurance or other shipping costs.

**8.** Subsequent changes made at the instigation of the Client, including the resulting standstill in performance or production, shall be charged to the Client. Subsequent changes also include repetitions of services requested by the Client due to minor deviations from the proposal.

**9.** The Client shall be charged for all requested sketches, drafts, sample typesetting, sample prints, proofs, changes to supplied or transmitted data and similar preliminary work. The same shall apply to test runs, particularly test shoots.

**10.** In cases where services are calculated on the basis of time and materials required, work and travel times as well as hardware components shall be charged at the prices stated in the quote. The same applies to software.

**11.** Estimated prices for services provided by Laudert on the basis of time and materials required stated in the contract or in the quote which forms the basis of a contract are non-binding, unless expressly agreed otherwise. If Laudert determines that the quantity estimates shall be exceeded in the course of the provision of services, Laudert shall notify the Client accordingly.

**12.** Insofar as Laudert provides and/or makes an IT system (e.g. a database etc.) including hardware and software available to the Client for use for a limited period of time (e.g. in the case of ASP or SaaS), the Client shall be required to pay the agreed remuneration to Laudert on an ongoing basis and without regard to the actual utilisation.

**13.** Laudert shall first be entitled to increase usage-based fees and the base prices for usage-based remuneration twelve months after the commencement of the contract with three months' written notice to the beginning of the following month, if and to the extent that the costs incurred for the due performance of the contract have increased. Reference is made in this regard to the Client's right of termination in accordance with Section 23.

**14.** The contractually agreed prices for services calculated on the basis of time and materials required may first be changed by Laudert with three months' notice twelve months after the conclusion of a contract as a result of cost reductions or increases, particularly in relation to labour costs or changes in purchase prices. Laudert must provide evidence hereof to the Client upon request. If the new price is 20% or more above the formerly agreed price, the Client reserves the right to withdraw from the contract. This right must be asserted without undue delay after the price increase is announced.

**15.** Subject to the submission of corresponding evidence, the Client shall be required to reimburse all expenses such as travel and subsistence costs, out-of-pocket expenses and all third-party claims for remuneration arising in the course of the performance of the contract.

**16.** The Client shall only have the right to offset counterclaims from other legal relationships insofar as they are undisputed, recognised by Laudert or have been established as legally binding.

**17.** Laudert does not recognise any provisos according to which the Client makes payments or that limit its statutory offsetting rights and rights to retention.

**18.** In cases where defects are found to exist, the Client shall not be entitled to a right of retention unless the Client's counterclaim arises from the same contractual relationship and is undisputed or has been established as legally binding.

**19.** If it becomes apparent after the conclusion of the contract that Laudert's

claim to the contractually agreed price is jeopardised by the Client's lack of ability to pay (e.g. due to an application to open insolvency proceedings), Laudert shall be entitled to refuse performance in accordance with the statutory provisions and – if necessary after setting a reasonable grace period – to withdraw from the contract (Section 321 BGB). With regard to contracts for the production of unique items (custom-made products), Laudert reserves the right to declare its withdrawal from the contract with immediate effect in the above scenario; statutory regulations regarding the lack of necessity to grant a grace period remain unaffected.

#### **§ 6 Time of performance and delays on the part of Laudert**

1. Delivery and service dates are subject to change. They shall only be legally binding where expressly confirmed by Laudert as binding dates in text form.

2. If Laudert guarantees the Client a fixed period during which the service is to be provided (e.g. "within 14 days"), the start of the provision period specified by Laudert presupposes, among other things, the clarification of all technical questions and, in particular, the timely and proper fulfilment of the Client's obligations, such as, for example, the provision of the service description, specifications, the issuance of acceptance declarations, payments on account, etc. The right to assert claims on the grounds of non-performance of the contract remains reserved. The guaranteed provision period shall not apply if the Client fails to provide the corresponding materials and information by the agreed date or later than could have reasonably been expected in light of the respective circumstances.

3. If performance is delayed, the Client may only exercise its rights pursuant to Section 323 BGB if Laudert is responsible for the delay. This provision does not entail any change to the burden of proof.

4. In the event that Laudert does not receive deliveries or services from its subcontractors on grounds for which it cannot be held responsible or does not receive them as ordered or in good time despite proper coverage, or force majeure events occur, Laudert must inform the Client in a timely manner. In this case Laudert shall be entitled to postpone the delivery or service for the duration of the hindrance or to withdraw from the contract in whole or in part due to the part not yet fulfilled, provided that it has complied with its aforementioned duty to notify the Client. Force majeure events shall be deemed to include strikes, lockouts, official interventions, shortages of energy and raw materials, pandemics, transport bottlenecks for which Laudert is not responsible, operational hindrances for which Laudert is not responsible caused by fire, water, and damage to machinery, for instance, and all other hindrances which, viewed objectively, were not culpably caused by Laudert. In the case of photography services, this also includes bad weather on days of planned outdoor photo shoots and the unforeseeable non-appearance of booked models due to circumstances for which Laudert is not responsible.

5. If a delivery or performance date, or a delivery or performance period, has been agreed as binding and if the agreed delivery or performance date, or the agreed delivery or performance period, is exceeded by more than four weeks due to events pursuant to the above para. 4 or if, in the case of a nonbinding performance date, adherence to the contract is objectively unfeasible for the Client, the Client shall be entitled to withdraw from the contract on the grounds of the part yet to be fulfilled. The Client shall not be entitled to any further rights in this case, in particular claims for compensation.

6. If Laudert is in default of performance, its liability to provide compensation for the damage caused by the delay is limited to 5% of the contract price in the event of ordinary negligence. Further claims of the Client remain unaffected by the above.

7. Contractual penalties on the grounds of delayed performance are excluded.

#### **§ 7 Retention of title and rights of use**

1. Prior to the full payment of all claims asserted by Laudert against the Client up to the invoice date, the goods delivered by Laudert and the deliverables it has produced or created shall remain the property of Laudert.

2. The Client shall only receive rights of use after full payment of the corresponding invoice. If Laudert is entitled to further claims against the Client, the Client shall only receive the rights of use once all claims asserted against it become statute-barred.

3. The Client shall only be entitled to resell the goods in the ordinary course of business. The Client hereby assigns its claims from the resale to Laudert. Laudert hereby accepts the assignment. The Client shall be obliged to name the debtor of the assigned claim by the time the debtor defaults in payment, at the latest. If the value of the securities held by Laudert exceeds its claim by more than 20% in total, Laudert shall be obliged, at the request of the Client or

of a third party affected by Laudert's overcollateralization, to release securities to corresponding extent at Laudert's discretion.

4. In the event that the goods supplied and owned by Laudert are processed or transformed, Laudert shall be regarded as the manufacturer in accordance with Section 950 BGB and shall retain ownership of the products at all times during processing. If third parties are involved in the treatment or processing, Laudert shall be limited to a co-ownership share amounting to the invoice value of the goods subject to retention of title. Property acquired in this way shall be deemed to be property subject to retention of title.

#### **§ 8 Duty to inspect goods and give notice of defects**

1. In each case, the Client shall be required to verify the contractual conformity of the services and the delivered goods as well as the preliminary and intermediate products sent for correction without undue delay. The risk of any defects shall pass to the Client upon handover of the goods, unless the defects in question pertain to defects which only arose or could only be detected in the subsequent production process. The same applies to all other release or acceptance declarations issued by the Client in the case of other services. If the Client has already begun to use the services provided by Laudert in live operation, the part used live shall automatically be deemed to have been accepted.

2. Defects concerning certain elements of the service shall not entitle the Client to refuse acceptance of the entire service unless partial performance is of no interest to the Client.

3. The Client must provide all documentation required to facilitate the prompt rectification of errors, for example, input and output data as well as interim and test results, if available.

#### **§ 9 Claims for defect; warranty**

1. Laudert warrants that the deliverable complies with the level of quality agreed in the contract and any potential changes and additions to the scope of services agreed during the planning and creation phase. In the case of IT services, errors in information technology programs cannot be excluded under all application conditions subject to the current state of the art.

2. Furthermore, liability for defects that do not or only minorly impair the value or usability is hereby excluded.

3. In the event of justified complaints, Laudert shall be entitled, at its own discretion, to two opportunities to rectify the defect and/or provide a replacement. If rectification or substitute performance nevertheless fails to reinstate the warranted qualities or if the resulting expenditure is disproportionately high, the Client may withdraw from the contract or demand a discount for the invoiced amount.

4. Laudert shall provide an interim solution until the defect is finally remedied, where required, with regard to the operational concerns of the Client and deemed reasonable for Laudert.

5. If the supplementary performance fails, the Client may remedy the defect itself and demand reimbursement of the necessary expenses or withdraw from the contract for the program creation phase and the subsequent installation, instruction and training phases, or demand a reduction in the remuneration and/or, insofar as the requirements of Section 10 are met, demand compensation for damages. The remuneration due for the planning phase remains unaffected by the above unless the defect can be attributed a breach of duty on the part of Laudert during this phase.

6. If a third party asserts claims based on the fact that the third party has rights to a service provided by Laudert, Laudert shall indemnify the Client against legally imposed costs and damages. The aforementioned indemnification is subject to the Client notifying Laudert that the claim has been asserted in text form without undue delay and Laudert exercising sole control over the defence and related actions, and the Client providing Laudert with the support, information and authority required to carry out the aforementioned actions.

7. The warranty shall not cover contractual services, in particular programs, which have been modified by the Client or in which the Client or third parties acting on its behalf or under its responsibility have interfered, unless the Client can prove to Laudert that this circumstance was not the cause of the defect.

8. Laudert may seek reimbursement for the costs incurred to investigate claims to the extent that Laudert acted on the basis of an error message from the Client and Laudert is able to prove that it is not responsible for the error.

9. Any warranty granted does not cover defects caused by external factors or by failure to comply with the agreed rights of use. It shall not apply if the Client

modifies the services itself or appoints a third party to do so without first obtaining consent from Laudert, unless the Client is able to prove that the defects were not caused by its modifications and that rectification of the defects is not disproportionately impeded by the modifications.

**10.** If goods are to be dispatched, the risk shall pass to the Client as soon as the consignment has been handed over to the party responsible for transporting the goods.

**11.** With regard to print orders, the Client is not permitted to object to deliveries up to 10% above or below the ordered print run. In the case of underdelivery, only the quantity delivered shall be invoiced.

**12.** If the Client has ordered colour reproductions, it shall not be permitted to lodge a complaint regarding minor deviations from the original during all production processes. The same applies to comparisons between other originals (e.g. digital proofs, press proofs) and the final product. Furthermore, Laudert does not assume any liability for defects that do not or only insignificantly impact the value or usability of the deliverable.

**13.** Laudert can only be held liable for deviations in the quality of the materials used for goods up to the amount of the order value.

**14.** Deliveries (including data carriers, transmitted data) by the Client or by a third party appointed by the Client shall not be subject to any duty of inspection on the part of Laudert. The above provision does not apply to data that demonstrably cannot be processed or read. In the case of data transmissions, the Client shall be required to use state-of-the-art antivirus software before transmitting any data to Laudert. The Client bears sole responsibility for backing up data. Laudert reserves the right to make a copy of backups.

**15.** The Client shall not be entitled to any warranty claims for services governed by a service agreement. The above applies in particular to training services.

**16.** The following special provisions apply to lease services provided by Laudert:

**16.1.** Warranty claims for lease services shall be governed by the statutory provisions of Sections 536 et seq. BGB, unless otherwise stipulated in these terms and conditions. In particular, Laudert does not assume any liability for the functionality of communication lines to IT systems leased under an agreement in the event of power failures or hardware and software downtime (particularly server downtime) that are not within its sphere of influence.

**16.2.** Where services are provided on a temporary basis, particularly when leased (ASP or SaaS), the Client shall have the right to terminate the agreement (cf. Section 45) under the conditions set out therein instead of a right to withdraw from the agreement.

**17.** Claims for defects shall become statute-barred after 12 months, starting on the date risk was transferred. If the Client refuses to accept the goods or services, the limitation period shall begin on the date the Client receives the notice of readiness for acceptance of the goods or services. The above shall not apply with regard to construction contracts; to items which have been used for a building in line with their intended use and led to the defectiveness thereof; to claims attributable to injury to life, limb and health and to breaches of duty by Laudert or one of its legal representatives or vicarious agents that constitute gross negligence or worse. Special statutory provisions governing claims for restitution in rem asserted by third parties, fraudulent intent on the part of the seller and supplier redress claims upon final delivery to a consumer shall also remain unaffected by the above.

## § 10 Liability for damages

**1.** Claims for compensation and the reimbursement of expenses incurred by the Client are hereby excluded, regardless of their legal grounds.

**2.** The above disclaimer of liability does not apply:

- to damage caused intentionally or due to gross negligence;
- to breaches of essential contractual obligations attributable to ordinary negligence, including breaches committed by legal representatives or vicarious agents of Laudert; in this case, Laudert shall only be liable for the average amount of damage deemed foreseeable and typical for the type of contract concluded and product. Essential contractual obligations refer to obligations that safeguard the Client's essential rights granted under the contract and protected on behalf of the Client by the terms and purpose thereof, and obligations which must be fulfilled to allow proper performance of the contract in the first place, and which the Client is able to rely on as being regularly observed;

- to culpable injury to the life, limb or health of the Client;
- to defects which Laudert has fraudulently concealed or the absence of which Laudert has guaranteed;
- to claims asserted on the basis of the German Product Liability Act.

**3.** Laudert cannot be held liable for the loss of data and/or programs in cases where the loss thereof can be attributed to the Client's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

**4.** Laudert cannot be held liable for production-related damage to goods to be photographed, such as pinholes from styling, open packaging and similar damage.

**5.** The above provisions shall also apply to corresponding breaches of duty committed by Laudert's vicarious agents. In cases where liability towards Laudert is excluded or limited, this shall also apply with regard to the personal liability of its bodies, legal representatives, employees and other vicarious agents.

## § 11 Copyrights, neighbouring rights, granting of rights of use

**1.** Laudert shall be entitled to the copyright to the photographic material, video material and other deliverables created by Laudert within the meaning of the German Copyright Act (UrhG). Laudert shall likewise be entitled to the neighbouring rights to the photographic material and moving images produced by Laudert.

**2.** The Client shall receive the non-exclusive right of use to the deliverables and, with regard to material featuring models, the right to the model's image to use for the contractually agreed purpose and scope, unless otherwise agreed in text form. Any granted rights of use not subject to limitations in terms of space, time or content, or embargo periods must be agreed in text form. No rights shall be granted to the Client with regard to unknown future types of use.

**3.** Rights of use with personal rights (images in which persons are recognisable) shall be governed in terms of time, space and content by the designated buy-outs of the respective model agency. Unless otherwise agreed with the Client, the Client shall not be permitted to use these images in print publications; the Client's right to use these images online is limited to six months from the date on which they are published. Any liability on the part of Laudert for violations of these restrictions on rights of use by the Client is hereby excluded.

**4.** Deliverables are to be used unedited and in their entirety. Processing, e.g. photographic reproduction or refilming using mechanical or electronic methods, is not permitted unless otherwise agreed in text form. The same applies to the use of the deliverables in the context of a presentation to customers as well as to the transfer thereof in electronic, digital or analogue form or the granting of rights to third parties. Laudert's moral rights pursuant to Section 14 of the German Copyright Act shall always remain protected.

**5.** If the Client places an order for the electronic processing of third-party works, it must affirm that it is entitled to do so. The Client shall indemnify Laudert against third-party claims asserted in this regard.

**6.** Laudert does not grant rights of use exempt from all conceivable third-party rights. The Client must therefore observe any third-party rights to the works provided.

**7.** Subsequent to the granting of the rights of use to the customer, Laudert shall also remain entitled to use the created works for the purposes of experimentation and further development (e.g. for photography and image processing techniques).

## § 12 Third-party rights

**1.** If a third-party asserts claims against the Client on account of industrial property rights or copyrights (hereinafter: "property rights") in relation to the services provided by Laudert and contractual use of the services by the Client is restricted or prohibited as a result, the Client must notify Laudert without undue delay. The Client shall not acknowledge the alleged infringement and shall only conduct any disputes with the third party regarding the infringement of property rights in agreement with Laudert. If the Client ceases use of the services in order to mitigate damage or other important reasons, the Client is obliged to point out to the third party that the discontinuation of use does not imply any acknowledgement of an infringement of property rights.

**2.** The Client shall not be entitled to assert any claims for the infringement of property rights insofar as it is responsible for the infringement of property

rights, the infringement in question is based on special requirements or provisions asserted by the Client, caused by the use of a product in a manner not stipulated in the product documentation or caused by the fact that the product is modified by the Client or used in combination with services not provided by Laudert. In the event that a corresponding claim is asserted against Laudert by a third party for the infringement of the aforementioned property rights, the Client shall be obliged to indemnify Laudert against these claims, including legal and defence costs and other expenses.

### **§ 13 Provisions related to training courses conducted by Laudert**

1. The Client must ensure that its employees attend the agreed training events. If this is not the case, Laudert shall be compensated for any additional expenses incurred as a result. Training material and other expenses associated with the completion of training measures shall be paid separately to Laudert. This shall also apply if the training is otherwise free of charge.

2. Laudert shall remain the holder of copyrights to documentation, training materials etc. The distribution, reproduction and use thereof require prior written permission.

### **§ 14 Installation, functional testing, handover, and acceptance**

1. With regard to IT services, the Client must ensure that all spatial, technical and other requirements that need to be met for the installation of the software by the agreed installation date are satisfied. The Client must also make sure that existing data files have been properly backed up in accordance with the state of the art prior to the installation of the software.

2. Laudert shall install the software on the Client's hardware or in the system environment, unless the system is operated as an ASP or SaaS solution. After successful installation Laudert shall notify the Client of the functionality of the programs.

3. A functional test shall be carried out in accordance with the following provisions:

3.1. Within fourteen days after the notification of functional capability, a joint functional test shall be carried out by both contracting parties. The content and scope of the functional test shall be based on the specifications or the functional spec laid down in the project documentation. The result of the test shall be documented.

3.2. The record shall confirm the conformity of the agreed service with the service rendered or list which fault was found. The faults are divided into the following fault classes: Fault class 1: The intended use of the complete service is not possible, disproportionately restricted or impeded. No alternative option is available. Fault class 2: The intended use of the complete service is not limited to such an extent that the functional test cannot otherwise be continued. The faults are remedied as close as possible to the time of acceptance. Fault class 3: The intended use of the full contractual service is not restricted or only limited to a minimal extent. The functional test shall be deemed a success if no fault class 1 faults are detected.

4. After the functional test has been successfully carried out in accordance with para. 3 and the data carriers have been checked, the Client must declare acceptance in text form without delay.

5. If the Client does not declare acceptance without delay, Laudert may grant the Client a grace period in writing for the submission of the corresponding declaration. If the reasons for refusing acceptance are not declared in writing during this period, acceptance shall be deemed to have taken place.

6. Any fault class 2 and 3 faults that continue to exist after acceptance shall be remedied within the scope of the warranty and in accordance with a schedule to be drawn up.

7. If the Client is able to prove that acceptance is infeasible due to faults present in devices and/or programs from other manufacturers for which it is not responsible, the acceptance period for the Client shall be extended by up to fourteen working days. If the Client likewise fails to declare acceptance within this period, acceptance shall be deemed to have been granted.

8. Laudert is entitled to demand partial acceptance for completed parts of the service (sub-projects). Corresponding sub-projects may include contractually agreed milestones or service areas which can be independently commissioned or used by the Client. The provisions of paras. 1 to 4 shall apply mutatis mutandis to partial acceptance.

9. The Client must inspect all data carriers and documentation handed over by Laudert within five working days and inform Laudert of any issues without delay.

### **§ 15 Ownership and rights of use for IT services**

1. The modification and/or redesign of existing materials (e.g. belonging to the Client) shall be marked as editing, insofar as the editing in question is the subject of the order, the Client shall be responsible for ensuring that corresponding consent has been obtained from the right holder prior to editing, without prejudice to any further claims of Laudert. The Client shall be required to prove it has obtained the corresponding consent to Laudert on request. The Client shall also be liable for ensuring that no third-party rights, in particular no copyrights, are infringed by the execution of the order on the part of Laudert with regard to materials made available to Laudert. The Client is obliged to indemnify Laudert against all third-party claims due to such an infringement.

2. The following provisions apply to the granting of rights of use by Laudert:

2.1. Laudert specifies the materials that are handed over to the Client. The materials provided by Laudert, in particular software programs, are protected by copyright. They are handed over to the Client to use as intended. Unless otherwise stipulated in the contract, the Client shall receive a copy of the specified material and the irrevocable, non-exclusive, nontransferable right to use it in the contractually agreed quantity, otherwise "simply" as a copy, within its company (non-exclusive right of use). The Client is obliged to affix copyright notices and other notices from Laudert to each copy of the material and not to remove them.

2.2. Rights of use to standard third-party software products which are supplied and, if applicable, processed by Laudert within the scope of the performance of the contract shall be transferred to the extent permitted by the respective third party.

2.3. Unless otherwise agreed, Laudert is not obliged to provide the Client with the source code, solely with the executable machine code. Laudert reserves the right to transfer the source code in encrypted form where required for the execution of the program.

2.4. Laudert must provide the user documentation to the Client solely in German and in digital form. Any other form requires express agreement.

3. The following special provisions shall apply in cases where Laudert provides IT systems or materials:

3.1. Insofar as the Client is entitled to use IT systems and/or materials provided by Laudert for a limited period of time or appoint Laudert to do so on its behalf (e.g. in the case of ASP or SaaS), the Client shall receive the non-exclusive, non-sublicensable and non-transferable rights of use limited to the term of this contract in accordance with the contractual provisions. All rights of use shall expire when the contractual relationship between Laudert and the Client is terminated.

3.2. The Client is not entitled to make changes to the IT systems in the event that Laudert provides software. Insofar as Laudert provides new versions, updates, upgrades or other new deliveries with regard to the materials during the term of the contract, the above rights shall also apply to these.

4. The Client shall not be entitled to any rights not expressly granted to the Client above. The Client shall solely permit its employees to use the materials for its business activities, unless otherwise agreed. In the case of an agreement to the contrary, the IT systems shall not be made available. In particular, the Client is not permitted to reproduce or sell the materials or to make them available to third parties for a limited period of time, in particular not to lease or lend them, without express written permission from Laudert.

5. If the Client is solely granted rights of use for use in a system environment defined in the contract, use in another system environment requires prior consent from Laudert.

6. Laudert is the sole holder of the rights of use to preliminary stages of materials, in particular deliverables; this provision applies in particular to the contents of databases and database systems.

7. In the event that the Client gravely infringes the agreed rights of use or property rights held by Laudert, Laudert shall be entitled – without prejudice to further claims – to extraordinarily terminate the contractual relationship. A warning with a corresponding grace period set by Laudert must first expire without action on the part of the Client prior to termination of the contractual relationship.

8. In the event of termination, the Client shall be obliged, at Laudert's discretion, to delete the original materials affected by the termination, in particular software, including the written documentation as well as all copies, or to return them to Laudert. At Laudert's request, the Client shall provide a declaration to confirm the deletion. If a corresponding provision has been agreed in the contract, the Client shall be entitled to retain a copy of the materials for audit and archiving purposes. Other pertinent legal provisions remain unaffected.



## § 16 Operation; availability of IT systems

1. If the contractual service provided by Laudert pertains to the temporary and/or ongoing use of Laudert's IT systems, the following availability shall be deemed agreed:

1.1. Availability is calculated on the basis of the time period attributable to the respective service category. Laudert owes services according to the contractually agreed specifications during the defined availability periods.

1.2. Laudert's IT systems and the associated service shall be provided between 7 a.m. and 8 p.m., Monday to Friday. If "extended service" is expressly agreed in writing, the operating hours shall be seven days a week, 24 hours a day in each case.

1.3. The Client receives the right to use the contractual service with annual average availability of 97%, unless otherwise contractually agreed.

2. The times shown below are not included in the availability owed by Laudert and therefore do not count as downtime:

- Periodic maintenance periods;
- Periods set aside for unscheduled maintenance, limited to 1% of the owed availability period;
- Downtimes resulting from technical and/or software changes for which Laudert is not responsible;
- Changes to the hardware, version and release changes to the user software;
- Downtimes for which the Client is culpable.

3. Maintenance windows of 16.5 hours each week are agreed for regular and scheduled weekly maintenance. Laudert shall endeavour to carry out the regular maintenance during the maintenance periods defined below:

- Mondays to Fridays, 5.30 a.m. to 8.00 a.m.
- Saturdays, 9.00 a.m. to 1 p.m.
- otherwise during low operating times, where possible.

4. If the systems are used during periods of planned unavailability, the Client shall not be entitled to any legal claims as a result. If performance is restricted and/or ceases during use in times of planned unavailability (e.g. during a maintenance window), the Client shall not be entitled to assert claims on the basis of liability for defects or compensation for damages. The above liability disclaimer shall not apply insofar as Laudert or its vicarious agents can be proven to have acted with intent.

## § 17 Data backups on behalf of the Client

1. In the event that Laudert is entrusted with data management by the Client, Laudert shall back up the data. Data backups shall be carried out several times a day. The data backups are stored for a period of at least seven days. The integrity of existing references between the data of the individual backups cannot be guaranteed. If the Client requires more extensive data backup measures, corresponding measures can be agreed with Laudert subject to a surcharge.

2. In the event that the contract grants the Client access privileges for Laudert's IT systems, the Client shall be granted access privileges in the form of a username and a password. The Client is required to keep the username and password secret and only disclose them to the users authorised by the Client.

3. The Client grants Laudert the right to reproduce the data provided by the Client and stored by Laudert, if applicable, to the extent required for the provision of services owed under this contract. In particular, Laudert shall be entitled to keep the data in reserve data processing centres, if necessary, or to mirror it on separate servers to ensure smooth operation. In order to eliminate faults, Laudert is entitled to make changes to the structure of the data or the data format.

## § 18 Data storage on behalf of the Client

1. Laudert permits the Client to store data which the Client can access – insofar as agreed – in connection with the use of the application software used, or have the corresponding data stored with the assistance of Laudert to the

agreed scope. Unless otherwise agreed, Laudert shall solely be required to provide storage space for use by the Client. In this respect, Laudert shall not be subject to any further storage or support obligations with regard to the data files transferred and processed by the Client. The Client bears sole responsibility for compliance with retention obligations pursuant to commercial and fiscal law.

2. Laudert is entitled to store data provided by or produced for clients in a data center operated by subcontractors. Laudert reserves the right to change the operator or data center if necessary.

3. The amount of storage space available to the Client is defined in Laudert's system specification, which forms part of the contract. It is explained therein how the processing of the data is carried out in relation to the respective contractual relationship. The data shall be stored on the data server, if necessary also in Laudert's database, within the scope of a database transfer and the ongoing use of the application software. In the event of the transfer of data from one of the Client's databases, the Client shall be obliged to notify Laudert of the details of the database management system required for the transfer, including any test data, at least four weeks before the intended transfer of the data. The data to be transferred shall then be transferred to Laudert on a data carrier designated as suitable by Laudert or via remote data transmission at least 20 working days before the intended use of the data. Laudert shall assist the Client with the data transfer to the contractually agreed extent.

## § 19 Archiving

Services or deliverables to which the Client is entitled, in particular data and data carriers, shall only be archived by Laudert after the handover of the end product to the Client or its vicarious agents subject to a corresponding agreement and a surcharge.

## § 20 Confidentiality; Data Protection

1. The parties agree to maintain secrecy with regard to and keep confidential all technical, commercial and other information obtained by the other party in the context of the project, as well as the project description, timetable, objectives and ideas. This information may only be published with the prior written consent of the other party.

2. In particular, expertise, unpublished industrial property rights and other deliverables, as well as other information which is not publicly available and which the contracting parties obtain about the other party in the course of the cooperation, are classified as confidential.

3. Each party shall oblige its employees and other representatives entrusted with the performance of this contract to observe confidentiality. If the legal requirements are met, the parties shall conclude a Data Processing Agreement (DPA) pursuant to Art. 28 of the EU General Data Protection Regulation (GDPR). Each party shall also take all reasonable precautions to prevent third parties from accessing the protected information.

4. The duty of confidentiality shall not apply insofar as a party is able to prove that the information concerned entered the public domain through no fault of the party itself, or was lawfully obtained by a third party or is already known to said party.

5. If one party so requests, the documents handed over by the party in question, such as strategy papers, briefing documents, etc., shall be returned to the party in question after termination of the partnership, unless the other party can claim a legitimate interest in these documents.

6. The duty of confidentiality shall continue to apply for 24 months after termination of the partnership.

7. The Client agrees that Laudert and its affiliated enterprises may store and use the Client's contact information including names, telephone numbers and email addresses. The aforementioned information may be processed and used within the framework of the existing business relationship and may be passed on, for example, to subcontractors appointed by Laudert for the purposes of the contract, including communication with the Client.

8. Statutory data protection provisions shall apply with regard to the IT systems operated and/or managed by Laudert on behalf of the Client. The contracting parties must comply with the pertinent data protection regulations, particularly those applicable in Germany. If the Client collects, processes or uses personal data and transfers it to Laudert, the Client warrants that it is entitled to do so in accordance with the applicable provisions of data protection law. If the Client requires the implementation of additional protective measures, an express written agreement must be concluded.

9. Laudert may name the Client as a customer vis-à-vis third parties and use its logo and company logo to this end, particularly in presentations and on its website.

## **§ 21 Non-solicitation clause**

For the duration of the partnership between the parties and for a period of one year thereafter, the Client agrees not to poach any Laudert employees – directly or indirectly through third parties – or to employ them without Laudert's consent. In each case of culpable infringement of the above clause, the Client shall be required to pay a contractual penalty – the amount of which is to be determined by Laudert and reviewed by the competent court in the event of a dispute.

## **§ 22 General duty of the Client to cooperate**

1. The Client shall be required to cooperate for all contractual services. The Client's duty to cooperate constitutes an essential contractual condition.

2. In the case of data transfers, the Client must check the data before sending it using state-of-the-art antivirus and malware software. The Client bears sole responsibility for data backups. Laudert reserves the right to make a copy of backups.

3. With regard to IT services, the Client must inform Laudert of the system environment it works with. Furthermore, the Client shall support Laudert in the fulfilment of the contract and provide the working conditions and provisions required by Laudert to handle the order, such as system capacities, hardware and software, other operating resources, Internet access and telephone network connections, in a timely and proper manner free of charge. Laudert cannot be held liable for the quality of the required hardware and software on the part of the Client or for the telecommunications connections between the Client and Laudert up to the transfer point.

4. The Client is responsible for ensuring that Laudert is provided with errorfree and usable documents and data in good time. The Client is also responsible for ensuring that the documents it provides comply with statutory and/or official regulations and requirements.

5. The Client shall immediately notify Laudert of any defects and faults, stating the information it possesses or may be conducive for detecting defaults or faults. The Client shall take reasonable measures to facilitate the identification of faults, the causes thereof and, if necessary, to reduce damage.

6. The Client shall be obliged to properly back up data in order to ensure that lost data can be restored with reasonable effort. The Client must cooperate in cases whereby components need to be replaced and, for example, accept and use removable data carriers. The Client is also obliged to use adequate protection against viruses and other malware according to the current state of the art.

7. In the event that Laudert makes hardware and/or application software available to the Client for the use thereof, the Client shall be responsible for its proper technical use by adequately trained employees with the level of diligence customary in the corresponding industry. The Client shall take the necessary precautions to prevent the use of the application software by unauthorised parties.

8. If the Client is in default with the provision of cooperation services regulated in this section or culpably violates them, Laudert shall be entitled to demand compensation for the damage incurred by the Client in this respect, including any additional expenses. Deadlines shall be postponed accordingly. Laudert reserves the right to assert further claims.

## **§ 23 Defaults on the part of the Client**

1. If the Client is in default of acceptance, fails to cooperate or delays Laudert's services for other reasons for which the Client is responsible, Laudert shall be entitled to demand compensation for the resulting damage, including additional expenses (e.g. storage costs).

2. Laudert shall charge flat-rate compensation amounting to 0.25% of the invoice amount for the delivery items to be stored for each week that elapses to cover the storage costs incurred due to the Client's default, commencing on the delivery date or – in the absence of a delivery date – upon the notification that the goods are ready for dispatch. The right to prove higher damages and statutory claims (in particular compensation for additional expenses, reasonable compensation, termination) shall remain unaffected; however, the flat-rate fee shall be offset against further monetary claims. The Client is entitled to prove that Laudert has incurred no damage at all or significantly less damage than the aforementioned flat-rate fee.

3. If the acceptance of the goods or their dispatch is delayed on grounds for which the Client is responsible, Laudert shall be entitled, after the setting and expiration of a fourteen-day grace period, to demand immediate payment, to withdraw from the contract or to refuse performance and to seek compensation in place of full performance, at its discretion. In the event of the aforementioned claim for compensation, Laudert may claim 15% of the agreed net remuneration for the costs incurred in the course of handling the order and for lost profit. The Client reserves the right to prove that Laudert has not incurred any damage at all or that the amount incurred is significantly lower than the flat-rate fee.

## **§ 24 Termination**

1. In the event that the parties have not agreed on a fixed contractual term, contracts may be terminated with six months' notice to the end of the month.

2. Both contracting parties are entitled to terminate the contract for good cause. In the above case, Section 314 BGB applies. Section 314 BGB shall likewise apply if there is no continuing obligation, subject to the proviso that a warning must be submitted in text form. A significant breach of the duty to cooperate constitutes good cause.

3. In the event that the contract is terminated with a notice of termination, the Client shall be required pay the agreed price minus the pro rata costs saved for the agreed scope of services as a result of the termination.

4. If the Client terminates the contract on grounds for which Laudert is responsible, the Client shall only pay the price for the parts of the pro rata service that are objectively usable for the Client.

5. Following the receipt of a notice of termination, Laudert shall be entitled to cease work for the fulfilment of the corresponding subject of performance as of the date on which the termination takes effect.

6. If the contract is subject to lease agreement legislation, Laudert may terminate the contract without notice if the Client is in default of payment or a significant part of the remuneration for two consecutive months, or in default of payment for a period extending over more than two months in an amount equal to the remuneration for two months. Laudert reserves the right to assert further claims.

7. All notices of termination must be submitted in writing, regardless of the grounds on which they are issued.

## **§ 25 Exit support**

Laudert shall provide the Client with exit support for the continuation of the project after termination of the contract subject to the terms of a new individual contract concluded between the parties. In the absence of any agreements to the contrary, Laudert shall provide its corresponding services at cost; the provisions in Section 5 shall apply accordingly.

## **§ 26 Place of performance, legal venue, governing law**

1. If the Client is a merchant, a legal entity under public law or a special fund under public law or has no general place of jurisdiction in Germany, the place of performance and legal venue for all disputes arising from the contractual relationship shall be the registered office of Laudert.

2. The contractual relationship between the parties shall be governed by the laws of the Federal Republic of Germany to the exclusion of standards that refer to another legal system.

Laudert GmbH + Co. KG

Status: March 2025