

§ 1 Scope of Application

1. These General Terms and Conditions ("GTC") of Laudert GmbH + Co. KG ("Laudert") apply exclusively to the provision of deliveries or other services of any kind ("Services"). Conflicting or deviating terms of the Client are not accepted by Laudert unless Laudert has expressly agreed to their application. These GTC also apply if Laudert provides the Services without reservation with knowledge of conflicting or deviating terms of the Client.

2. These GTC apply only if the Client is an entrepreneur within the meaning of § 14 of the German Civil Code (Bürgerliches Gesetzbuch, BGB), a legal entity under public law, or a special fund under public law.

§ 2 Definitions

1. "Goods" are physical results of a service or contract for work, as well as digital products.

2. "Works" within the meaning of these GTC are all photographs, photographic works, moving images, film works or other multimedia works (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.

3. "Materials" within the meaning of this contract are copyright-protected works (work results) handed over by Laudert to the Client in accordance with the agreed scope of Services, in written, machine-readable or other form, such as programs, program listings, auxiliary programs, documentation, data works, images and similar works.

4. "Photo shoots" or "shoots" are planned and organized events in which photographs are taken for a specific purpose or assignment.

5. "Reproductions" means the reproduction and duplication of, among other things, (business) cards, images, brochures and printed matter, in particular by means of print products.

§ 3 Conclusion and Content of the Contract

1. The Client's order constitutes a binding offer. Offers or cost estimates previously submitted by Laudert are non-binding; they are invitations to place orders. Laudert may accept orders or assignments within fourteen calendar days of receipt. This also applies to repeat orders by the Client.

2. If Laudert makes a binding offer in an individual case, the Client may accept it within four weeks of receipt by the Client, unless the individual offer states otherwise. After this period expires, Laudert is no longer bound by its offer.

3. For project-related cooperation, Laudert and the Client each name a contact person for the coordination and clarification of questions arising during the provision of Services. A contact person may only be replaced for operational or other objective reasons (e.g. illness or other absence). The contact person named by the Client must promptly provide Laudert with the information necessary for processing. He or she is authorized to make decisions on behalf of the Client and to procure them. Upon Laudert's request, proof of this authority must be provided.

4. Apart from the guarantees expressly assumed by Laudert in the contract, no further guarantees exist. In particular, descriptions of the subject matter of the contract or of the scope of supply and Services, property specifications and technical data are not to be understood as guarantees of quality. A guarantee is only considered assumed by Laudert if it is expressly designated as such.

5. Legally significant declarations and notices that the Client must make to Laudert or to a third party require written form. Statutory form requirements and further proof, in particular where there are doubts about the authority of the declaring party, remain unaffected.

6. Oral commitments made by Laudert employees or other auxiliary persons who are not authorized to represent Laudert require confirmation by Laudert in text form.

7. If the Client has given Laudert no express specifications for the performance of the Services (e.g. in the form of layouts or briefings), the Services are performed at Laudert's own reasonable discretion.

8. The Client is responsible for the usability of the Services rendered in accordance with its specifications.

9. If Laudert has received no specifications from the Client for IT services in writing or text form, in particular regarding layouts or performance of the software to be created, the design and programming are carried out at Laudert's own reasonable discretion.

10. Laudert and the Client are each responsible for the selection, supervision, direction, control and remuneration of their respective vicarious agents and auxiliary persons.

11. The organizational integration of Laudert's Services into the Client's operational processes is carried out by the Client at its own responsibility.

12. Laudert is entitled to have contractual Services performed in whole or in part by subcontractors designated by Laudert.

13. Laudert is entitled to use generative AI systems in providing its Services, in particular for the complete or partial creation and editing of images and other content, provided that the agreed quality and the purpose of the contract are maintained and nothing to the contrary has been agreed. Materials provided by the Client may, to the extent necessary for performance of the contract, be entered into and processed by AI systems used by Laudert. Statutory data protection and confidentiality obligations, in particular § 20, remain unaffected.

§ 4 Changes to Services

1. If the Client wishes to change the contractually defined scope of the Services to be rendered by Laudert, it must notify Laudert of this change request ("Change Request") in text form. The further procedure is governed by the following provisions.

2.1. A Change Request must be made by the requesting contracting party at least in text form. A decision must be communicated within ten calendar days of receipt of the request. Change Requests that are not processed, decided and communicated to the parties within the agreed period are deemed rejected and do not become part of the contract. As long as Laudert has not decided on a Change Request, work continues on the basis of the existing contract content, unless the Client instructs Laudert to suspend the provision of the Services in whole or in part. For the period of suspension, Laudert may claim the agreed remuneration, but must credit against it any expenses it saves as a result of the suspension.

2.2. The other party will comply with a Change Request if it is technically feasible for that party, reasonable within its operational capacity, and does not endanger its core business. Laudert reserves the right to decline to review a Change Request if the review could endanger the planned project course in technical, time or financial terms. Instead of rejecting the requested Change Request, the other party may also submit a modified change offer in text form; paragraph 2 and paragraph 3, sentences 1 and 2, then apply accordingly.

3. For IT services, Laudert is entitled to request a Change Request from the Client if the contractual relationship changes for Laudert with regard to standard software products of third parties to such an extent that adherence to the contract under the previous conditions is no longer reasonable for Laudert. The right to terminate for good cause remains expressly unaffected.

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

5. If a Change Request initiated by the Client increases the effort or affects deadlines, Laudert is entitled to an appropriate increase in remuneration or a postponement of deadlines. If the future effort is thereby reduced, Laudert retains, subject to any other agreement between the parties, the claim to the originally agreed remuneration; however, Laudert must credit any expenses it saves as a result of the Change Request, or any income it obtains from other use of its workforce or maliciously fails to obtain. Laudert will charge the effort for the review and the remuneration for executing the Change Request in accordance with the agreed day rates or, where none have been agreed, its customary hourly rates.

6. When a Change Request is accepted, Laudert will adjust or update the system specification and the documentation accordingly.

7. The Client bears the expenses arising from its Change Request. These include in particular the review of the change request, the preparation of a change proposal and any downtime. Where day rates have been agreed between the parties, these apply; otherwise Laudert's customary remuneration applies.

8. Laudert is entitled to make changes to the contractual Services and their scope, provided the contractual Services are only insignificantly modified and the modification is reasonable for the Client.

9. Within this framework, for IT services Laudert reserves the right to change software products operated in ASP or SaaS mode, in particular to update them so that they correspond to the state of the art. If this results in the changed version no longer being usable in the deployment environment that existed before the modification, the Client is obliged to provide an updated and suitable deployment environment.

10. All changes and amendments to contractual agreements must be documented in text form for evidentiary purposes.

11. Insofar as Laudert makes additional application software available to the Client in IT services for a limited period of use (so-called Application Service Providing, "ASP", or so-called Software-as-a-Service, "SaaS"), or where hardware and software components are provided against payment for a limited time, rental-law services are agreed.

§ 5 Prices and Payment Terms

1. Contractual Services of Laudert are charged at the agreed fixed price or on the basis of effort. In addition, any requirements in the offer regarding invoicing and the due dates of advance payments apply. Travel and accommodation costs are charged separately, even where a fixed price has been agreed; the price list of Laudert valid at the time the Services are rendered applies.

2. The prices stated in Laudert's offer are subject to the condition that the order data on which the offer was based remain unchanged. For orders with delivery to third parties, the orderer is regarded as the Client, unless otherwise expressly agreed. Laudert's prices are ex works. They exclude packaging, freight, postage, customs duties, taxes, insurance and other shipping costs, as well as third-party licence costs (e.g. software licences).

3. All stated prices are net amounts, plus statutory value-added tax. Cash discounts are granted only if expressly agreed in text form.

4. Where Laudert makes exceptional advance expenditure, e.g. where it must keep specific personnel and other material resources available on call or must make significant material purchases, Laudert may request a reasonable advance on the necessary and documented expenses from the Client.

5. Laudert has a lien under § 369 of the German Commercial Code (Handelsgesetzbuch, HGB) on print and stamping templates, manuscripts, raw materials and other items supplied by the Client, if the Client is a merchant, until all due claims arising from the business relationship have been fully settled.

6. If the Client does not pay within 14 days of receipt of the invoice, it is in default even without a reminder. Where a monthly remuneration has been agreed, it must be paid in advance to Laudert's account no later than the 3rd working day of the respective month.

7. Any cash discount agreement does not apply to freight, postage, incidental costs (travel expenses, model fees, expenses, props and material costs, etc.), insurance or other shipping costs.

8. Subsequent changes made at the Client's request, including the resulting standstill of Services or production, will be charged to the Client. Subsequent changes also include repetitions of Services that the Client requests due to minor deviations from the template.

9. Preparation of sketches, drafts, test prints, proofs, corrections, changes to supplied or transferred data, and similar preparatory work initiated by the Client will be charged. The same applies to test runs, in particular test shoots.

10. Where Services are provided on a time-and-material basis, working and travel times as well as hardware components are charged at the prices stated in the offer. The same applies to software.

11. Estimated prices for time-and-material Services of Laudert stated in the contract or in the offer forming the basis of a contract are non-binding, unless expressly agreed otherwise. If Laudert determines during the provision of Services that the quantity estimates are being exceeded, Laudert will notify the Client.

12. Insofar as Laudert makes an IT system (e.g. a database, etc.) including hardware and software available to the Client for use for a limited time and/or provides it (e.g. in ASP or SaaS), the Client is obliged to pay the agreed remuneration to Laudert continuously and regardless of actual use.

13. Laudert may adjust recurring remuneration and remuneration based on time and materials for the first time twelve months after the start of the contract, with three months' notice, to the extent that the costs relevant to the Service, in particular wage, licence, hosting or procurement costs, increase or decrease. The adjustment is limited to the extent of the cost change; cost reductions are taken into account in the same way. In the event of a price increase of at least 20%, the Client is entitled to terminate the contract with effect from the date the increase takes effect.

14. The Client shall pay all expenses, such as travel and accommodation costs and out-of-pocket expenses, against proof.

15. The Client may set off counterclaims arising from other legal relationships only to the extent that they are undisputed, acknowledged by Laudert or finally determined by a court.

16. Where the Client has defects, it has no right of retention, unless its counterclaim arises from the same contractual relationship and is undisputed or finally determined by a court.

17. If, after conclusion of the contract, it becomes apparent that Laudert's claim to the contract price is endangered by the Client's lack of financial capacity (e.g. through an application for the opening of insolvency proceedings), Laudert is entitled, in accordance with the statutory provisions, to refuse performance and, where appropriate after setting a deadline, to withdraw from the contract (§ 321 BGB). The statutory rules on dispensing with the setting of a deadline remain unaffected.

§ 6 Performance Time and Default of Laudert

1. Delivery and performance dates are non-binding. They are binding only if Laudert expressly confirms them as binding dates in text form.

2. If Laudert gives the Client a fixed processing time within which the Services are to be provided (e.g. "within 14 days"), the start of the processing times stated 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 providing the service description, specifications, acceptance declarations, advance payments, etc. The plea of non-performance of the contract remains reserved. The assured processing time does not apply if the Client provides these materials and information only at a later time than agreed or than could reasonably be expected from the circumstances.

3. If Laudert does not receive, or does not correctly or timely receive, deliveries or Services from its subcontractors through no fault of its own despite proper procurement, or if events of force majeure occur, Laudert will inform the Client promptly. In such a case Laudert is entitled to postpone the delivery or Services by the duration of the hindrance, or to withdraw from the contract in whole or in part for the unfulfilled portion, insofar as it has complied with its duty to inform. Laudert may only withdraw under this provision if the hindrance is not merely temporary or if continued adherence to the contract becomes unreasonable. Force majeure includes strikes, lockouts, official interventions, energy and raw material shortages, pandemics, transport bottlenecks not caused by Laudert, operational disruptions not caused by Laudert, such as fire, water and machine damage, and all other hindrances that, viewed objectively, were not culpably caused by Laudert. For photography services, this also includes bad-weather days during planned outdoor photography and the unforeseeable non-appearance of booked models for reasons not attributable to Laudert.

4. If a delivery or performance date or period has been agreed as binding and is exceeded by more than four weeks due to events under paragraph 3 above, or if, for a non-binding performance date, adherence to the contract is objectively unreasonable for the Client, the Client is entitled to withdraw from the contract for the unfulfilled portion.

5. If Laudert is in default, its liability for compensation for delay damage is limited, in cases of ordinary negligence, to 5% of the contract price. Further claims of the Client remain unaffected.

6. Contractual penalties for late performance are excluded.

§ 7 Retention of Title and Rights of Use

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

2. The Client receives rights of use only after full payment of the respective invoice.

3. The Client is entitled to resell the goods only in the ordinary course of business. By such resale, the Client assigns its claims arising from the resale to Laudert, and Laudert hereby accepts this assignment. At the latest in the event of default, the Client is obliged to name the debtor of the assigned claim. If the value of the security held by Laudert exceeds its claims in total by more than 20%, Laudert is obliged, at the request of the Client or of a third party adversely affected by the over-collateralization, to release securities of Laudert's choice to that extent.

4. If goods delivered by Laudert and owned by Laudert are processed or transformed, Laudert is regarded as the manufacturer under § 950 BGB and retains ownership of the products at all times during processing. If third parties participate in the processing or transformation, Laudert is limited to a co-

ownership share equal to the invoice value of the reserved goods. Ownership so acquired is regarded as reserved ownership.

§ 8 Duty to Inspect and Give Notice of Defects

1. The Client must inspect the contractual conformity of the Services and of the delivered goods, as well as of preliminary and intermediate products sent for correction, immediately in each case. The risk of any errors passes to the Client upon delivery of the goods, unless the errors arose or could only be recognized in the subsequent production process. The same applies to all other approval or acceptance declarations of the Client for other Services. If the Client already uses the Services provided by Laudert productively, the productively used part is automatically deemed accepted.

2. Defects in part of the Services do not entitle the Client to object to the entire Services, unless the partial Services are of no interest to the Client.

3. The Client shall provide, where available, the documents required for the prompt rectification of errors, e.g. input and output data as well as intermediate and test results.

§ 9 Defect Claims; Warranty

1. Laudert warrants that the work conforms to the agreed quality as it results from the contract and any agreed changes and extensions of the scope of Services during the planning and creation phase. For IT services, it should be noted that, according to the state of the art, it is not possible to exclude all errors in programs under all application conditions.

2. Furthermore, warranty is excluded for defects that do not impair, or impair only insignificantly, the value or fitness for use.

3. In the case of justified complaints, Laudert is entitled, at its own choice, to two attempts at subsequent performance. If both attempts at subsequent performance fail, the Client may withdraw from the contract or demand a reduction of the invoice amount.

4. Laudert provides an interim solution until the defect is finally remedied, if this is necessary in view of the Client's operational interests and reasonable for Laudert.

5. If a third party asserts claims based on the fact that it holds rights in a Service provided by Laudert, Laudert will indemnify the Client against costs and damages awarded by a final court judgment. The indemnity presupposes that the Client has notified Laudert of the claim in text form without undue delay, that Laudert has sole control over the defence and related actions, and that the Client provides Laudert with the necessary support, information and power of attorney to carry out the aforementioned actions.

6. Warranty lapses to the extent the defect was caused by changes or interventions by the Client or by third parties engaged by it, and in the event of non-compliance with the agreed usage rights.

7. If goods are to be shipped, the risk passes to the Client as soon as the consignment has been handed over to the person carrying out the transport.

8. For the performance of print orders, the Client may not object to excess or shortfall quantities of up to 10% of the ordered print run. Only the delivered quantity is charged in the case of shortfalls.

9. If the Client has ordered colour reproductions, minor deviations from the original cannot be objected to in any production process. The same applies to the comparison between other templates (e.g. digital proofs, printing proofs) and the final product.

10. For claims for damages, § 10 applies.

11. Deliveries (including data carriers and transferred data) by the Client or by a third party engaged by it are not subject to any inspection obligation on the part of Laudert. This does not apply to data that is obviously unprocessable or unreadable. For data transfers, the Client must use virus protection programs corresponding to the latest technical standard before each transmission. Unless otherwise agreed, data backup is the sole responsibility of the Client. Laudert is entitled to make a copy.

12. For rental services provided by Laudert, the following special provisions apply:

12.1. For rental services, warranty is governed by the statutory provisions of §§ 536 et seq. BGB, insofar as these terms do not provide otherwise. In particular, Laudert is not liable for the functioning of the communication lines to the contractual IT systems, for power outages, or for failures of hardware and software (in particular servers) outside Laudert's sphere of influence.

12.2. In the event of the temporary, in particular rental-based, provision of Services (ASP or SaaS), the Client has, instead of a right of withdrawal, the right to terminate the contract (see § 24 below) under the conditions set out there.

13. The limitation period for defect claims is 12 months, calculated from the date of transfer of risk; in the event of the Client refusing to accept or approve, from the date of the notice that the goods or Services are ready for acceptance. This does not apply to construction contracts, to items that were used in accordance with their usual purpose for a structure and caused its defect, to claims for injury to life, body or health, or to breaches of duty by Laudert or one of its legal representatives or vicarious agents that are at least grossly negligent. Statutory special provisions for in rem claims for surrender by third parties, in cases of fraudulent concealment by Laudert, expressly assumed guarantees, and claims in supplier recourse where the final delivery is to a consumer also remain unaffected.

§ 10 Liability for Damages

1. Claims by the Client for damages and reimbursement of expenses, on whatever legal basis, are excluded.

2. This exclusion of liability does not apply to:

- damage caused intentionally or through gross negligence;
- slight negligent breach of material contractual obligations, including by statutory representatives or vicarious agents of Laudert; in this case Laudert is liable only for the foreseeable, contract-typical damage at the time of conclusion of the contract. Material contractual obligations are obligations that protect the Client's essential legal positions which the contract by its content and purpose is intended to grant, and obligations whose performance makes proper execution of the contract possible at all and on whose compliance the Client regularly relies and is entitled to rely;
- culpable injury to life, body or health;
- defects that Laudert fraudulently concealed or whose absence Laudert has guaranteed;
- claims under the German Product Liability Act (Produkthaftungsgesetz).

3. Laudert is not liable for the loss of data and/or programs insofar as the damage is based on the Client having failed to carry out data backups, thereby ensuring that lost data can be restored at reasonable cost, and insofar as the data loss is attributable to this failure. This applies only if Laudert has not assumed a backup obligation.

4. Laudert is not liable for production-related and customary changes to goods to be photographed, such as pin marks from styling, opening of packaging or similar.

5. The above provisions also apply to corresponding breaches of duty by the vicarious agents of Laudert. Insofar as liability towards Laudert is excluded or limited, this also applies to the personal liability of its corporate bodies, legal representatives, employees and other vicarious agents.

§ 11 Copyright, Ancillary Copyright, Granting of Usage Rights

1. Insofar as Laudert holds copyright, ancillary copyright or usage rights in the works created, these remain with Laudert, unless otherwise regulated below.

2. The Client receives the non-exclusive (simple) right of use in the works, and, in the case of model recordings, with respect to the right to one's own image, for use for the contractually agreed purpose and scope, unless otherwise agreed in text form. Granting usage rights that are unrestricted in terms of space, time or content, as well as blocking periods, requires agreement in text form. The Client receives no rights for new types of use that only become known in the future.

3. For work results that are wholly or partly created using generative AI, copyright or ancillary copyright protection arises only insofar as the statutory requirements for such protection are met. Insofar as Laudert holds usage or other protective rights in such work results and can dispose of them, these will be granted to the Client in accordance with this § 11. Laudert does not owe that copyright or ancillary copyright protection, or an exclusive legal position of the Client, will arise.

4. Usage rights in images showing identifiable persons are governed, in terms of time, territory and content, by the BuyOut terms of the respective model agency. Unless otherwise agreed with the Client, use of such images by the

Client in print is excluded; the Client's right to use such images online is limited to six months from the date of publication of the images. Laudert is not liable for infringements of these usage-rights restrictions by the Client.

5. The works must generally be used unaltered and in full. Editing, for example by re-photographing or re-filming by mechanical or electronic means, is not permitted unless otherwise agreed in text form. The same applies to use of the works in presentations to customers, as well as to passing them on in electronic, digital or analogue form or granting rights to third parties. The moral rights of the author under § 14 of the German Copyright Act (Urheberrechtsgesetz, UrhG) always remain protected.

6. If the Client makes works or other Materials available to Laudert for processing, the Client warrants that it is entitled to have them processed, including processing using AI systems, and to grant the rights required for this. It grants Laudert the usage rights necessary for performing the contract and indemnifies Laudert against third-party claims, insofar as these are based on the Client's lack of authorization.

7. Laudert does not grant usage rights free of all conceivable third-party rights. The Client must therefore observe any third-party rights in the works made available to it.

8. Even after the usage rights have been granted to the customer, Laudert remains entitled, while maintaining the confidentiality and personality rights as well as the rights of the Client in content provided by it, to use the works created for testing and further development (e.g. for photography and image editing techniques).

§ 12 Third-Party Property Rights

1. If a third party asserts against the Client claims based on industrial property rights or copyrights (hereinafter: "Property Rights") arising from Services provided by Laudert, and the contractual use of the Services by the Client is thereby impaired or prohibited, the Client must notify Laudert without undue delay. The Client will not acknowledge the alleged infringement and will conduct any dispute with the third party concerning the infringement of Property Rights only in agreement with Laudert. If the Client stops using the Services for damage-mitigation or other important reasons, it is obliged to inform the third party that the cessation of use does not constitute an acknowledgement of infringement.

2. The Client has no claims for infringement of Property Rights insofar as the infringement is attributable to the Client itself, is based on specific specifications or provisions of the Client, is caused by use not provided for in the product documentation, or is caused by the Client modifying the product or using it together with Services not provided by Laudert. If, in such a case, Laudert is asserted against by a third party for infringement of such Property Rights, the Client must indemnify Laudert against these claims, including legal and defence costs and other expenses.

§ 13 Provisions Relating to Training Provided by Laudert

1. Training materials and the effort associated with training measures, insofar as not already expressly included in the agreed remuneration, are remunerated separately to Laudert. This also applies where the training is otherwise provided free of charge.

2. Copyrights in documentation, training materials and similar items remain with Laudert. Distribution, reproduction and use beyond internal intended use require prior written approval.

§ 14 Installation, Functional Testing, Handover and Acceptance

1. For IT services, the Client must create, by the agreed installation date, the spatial, technical and other conditions necessary for installing the software. It must also ensure that existing data stocks have been properly backed up in line with the state of the art before the software is installed.

2. Laudert installs the software on the Client's hardware or in the Client's system environment, insofar as the system is not operated as an ASP or SaaS solution. After successful installation, Laudert notifies the Client of the functionality of the programs.

3. A functional test is carried out for IT services capable of acceptance under a contract for work, under the following provisions:

3.1. Within fourteen days of notification of functionality, a joint functional test is carried out by both contracting parties. The content and scope of the functional test follow from the specifications or from the written service description in the project documentation. The result is recorded in a protocol.

3.2. The protocol confirms the conformity of the agreed Services with the Services rendered, or lists which errors were found. Errors are divided into the following error classes: Error class 1: Expedient use of the overall Services is impossible or unreasonably restricted or impeded. No alternative is available. Error class 2: Expedient overall use is not impaired to such an extent that the functional test cannot be continued otherwise. The errors are rectified in close temporal proximity to acceptance. Error class 3: Expedient overall use of the contractual Services is not restricted, or only insignificantly restricted. The functional test is deemed successfully completed if there are no material defects preventing acceptance.

4. After a successful functional test under paragraph 3 and inspection of the data carriers, the Client must declare acceptance in text form without undue delay.

5. If the Client does not declare acceptance without undue delay, Laudert may set a reasonable deadline for the Client to make this declaration in writing. If at least one reason for refusing acceptance is not declared in writing within this period, acceptance is deemed to have taken place.

6. Errors of error class 2 and 3 remaining after acceptance are remedied within the framework of the warranty and in accordance with a timetable to be drawn up.

7. Laudert is entitled to request partial acceptances for self-contained parts of the Services (sub-projects). Such sub-projects are in particular contractually agreed milestones or service areas that the Client can independently put into operation or use. Paragraphs 1 to 4 apply accordingly to partial acceptance.

8. The Client inspects data carriers and documentation handed over by Laudert within five working days and notifies any objections without undue delay.

§ 15 Ownership and Usage Rights for IT Services

1. Changes to and/or redesign of existing Materials (e.g. those of the Client) are treated as processing, insofar as such processing is the subject of the order. Without prejudice to further claims of Laudert, the Client warrants that the consent of the rights holder has been obtained before processing. The Client must provide proof of this to Laudert upon request. The Client further warrants that the execution of the order by Laudert does not infringe any third-party rights, in particular no copyrights, in relation to the Materials made available to Laudert. The Client must indemnify Laudert against all third-party claims arising from such infringement.

2. The following provisions on the granting of usage rights by Laudert apply:

2.1. Laudert specifies the Materials handed over to the Client. The Materials provided by Laudert, in particular software programs, are protected by copyright. These are made available to the Client for their intended use. Unless otherwise regulated in the contract, the Client receives a copy of the specified Material and the irrevocable, non-exclusive, non-transferable right to use it, in the contractually agreed number of copies, otherwise as a single copy ("simple right of use"), within its company. The Client must affix copyright notices and other notes from Laudert on every copy of the Materials and must not remove them.

2.2. Usage rights in standard software products of third parties that are supplied and, where applicable, processed by Laudert in the course of performing the contract are transferred to the extent permitted by that third party.

2.3. Unless otherwise agreed, Laudert is not obliged to provide the Client with the source code, but only the executable machine code. Laudert reserves the right to provide the source code in encrypted form, where it is needed to run the program.

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

3. In the case of provision of IT systems or Materials by Laudert, the following special provisions apply:

3.1. Insofar as the Client is authorized to use IT systems and/or provided Materials of Laudert for a limited period, or to have them used on its behalf by Laudert (e.g. in ASP or SaaS), the Client receives simple, non-sublicensable and non-transferable usage rights, limited to the term of this contract, in accordance with the contractual provisions.

3.2. The Client is not entitled to make changes to the IT systems for which Laudert provides software. If, during the term of the contract, Laudert makes new versions, updates, upgrades or other new deliveries with regard to the Materials, the above rights also apply to these.

4. Rights not expressly granted to the Client above are not granted to it. The Client uses the Materials only for its own business activities by its own personnel, unless otherwise regulated. In these cases, no transfer of the IT systems takes place. In particular, the Client may not reproduce, sell, or grant time-limited use of the Materials to third parties, in particular rent or lend them, without express written approval from Laudert. Mandatory statutory usage rights remain unaffected.

5. If usage rights are granted to the Client only for a system environment defined in the contract, use in another system environment requires Laudert's consent.

6. Usage rights in preliminary stages of Materials, in particular work results, belong exclusively to Laudert; this applies in particular to the contents of databases and database systems.

7. If the Client seriously violates the agreed usage rights or property rights of Laudert, Laudert is entitled, without prejudice to further claims, to terminate the contract for cause. This requires an unsuccessful written warning by Laudert with a reasonable deadline.

8. In the event of termination, the Client must, at Laudert's choice, delete the affected Materials, in particular software, in original form together with the written documentation and all copies, or return them to Laudert, insofar as the usage rights granted to the Client end with the termination of the contract. On Laudert's request, the Client must provide a declaration of deletion. If the contract contains a corresponding agreement, the Client is entitled to retain a copy of the Materials for audit and archiving purposes. Other statutory provisions remain unaffected.

§ 16 Operation; Availability of IT Systems

1. Where the contractual Services relate to temporary and/or ongoing use of IT systems of Laudert, the following availability applies:

1.1. Availability is calculated on the basis of the time period attributable to the respective service category. Within the defined availability, Laudert owes Services in accordance with the contractually agreed specifications.

1.2. The IT systems of Laudert and the associated service are provided Monday to Friday from 7 a.m. to 8 p.m. If an "extended service" has been expressly agreed in writing, the operating hours are seven days a week, 24 hours a day.

1.3. The Client is entitled to use the contractual Services with an availability of 97% on annual average, unless otherwise contractually agreed.

2. The following periods are not counted towards the availability owed by Laudert and therefore do not count as downtime:

- times of scheduled maintenance;
- times of unscheduled maintenance, limited in time to 1% of the contractually owed provision time;
- downtimes resulting from technical and/or software-side changes that Laudert is not responsible for;
- changes to hardware, version changes and release changes of the application software;
- downtimes for which the Client is responsible.

3. A maintenance window of 16.5 hours per week is agreed for regular and scheduled maintenance. Laudert will endeavour to carry out regular maintenance at the following times:

- Monday to Friday, 5:30 a.m. to 8:00 a.m.;
- Saturday, 9:00 a.m. to 1:00 p.m.;
- otherwise, where possible, at low-operation times.

4. If the systems are used during periods of planned unavailability, the Client has no legal claim to such use. Otherwise, liability is governed by § 10.

§ 17 Data Backup for the Client

1. Insofar as Laudert has expressly been assigned data management by the Client, Laudert carries out a backup of the data. The data backup takes place several times a day. The backups are retained 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 wishes further backup measures, these may be agreed with Laudert against additional remuneration.

2. Where contractual access authorization of the Client to Laudert's IT systems is provided, the Client receives an access authorization consisting of a user name and a password. The Client undertakes to keep user name and password secret and to disclose them only to users authorized by it.

3. The Client grants Laudert the right to duplicate the data made available by the Client and stored by Laudert, to the extent necessary for providing the Services owed under this contract. Laudert is in particular entitled to hold the data in disaster-recovery data centres or to mirror it on separate servers to ensure operations. To remedy faults, Laudert is in particular entitled to make changes to the structure of the data or the data format.

§ 18 Data Storage for the Client

1. Laudert gives the Client the opportunity to store data, or have Laudert store it on its behalf, within the agreed scope, which the Client can access in connection with the use of the application software used, where agreed. Unless expressly agreed, Laudert does not owe any archiving beyond the agreed data storage and data backup, nor the fulfilment of the Client's commercial and tax retention obligations.

2. Laudert is entitled to store data provided by or produced for customers in a data centre operated by subcontractors. Laudert reserves the right to change the operator or the data centre if necessary. Data protection requirements, in particular from an agreement under Art. 28 GDPR, remain unaffected.

3. The storage space available to the Client is defined in Laudert's system specification, which forms part of the contract. This explains how the data is processed in relation to the respective contractual relationship. The data is stored on the data server, and possibly also on Laudert's database, in the course of a database transfer and during ongoing use of the application software. If data is taken over from a database of the Client, the Client is obliged to notify Laudert of the information required for the takeover, including details of the database management system and any test data, at least four weeks before the intended takeover. The data to be taken over must then be made available to Laudert, on a data carrier designated by Laudert as suitable or by remote data transmission, at least 20 working days before the intended use of the data. Laudert supports the Client in taking over the data within the scope agreed in the contract.

§ 19 Archiving

1. Services or works owed to the Client, in particular data and data carriers, are archived by Laudert beyond the time of handover of the final product to the Client or its vicarious agents only upon express agreement and against special remuneration.

§ 20 Confidentiality; Data Protection

1. The contracting parties undertake to treat as confidential all technical, business and other information obtained from the other party in the course of the project, as well as the description, timetables, goals and ideas. Such information may be published only if the other party has consented in writing beforehand.

2. Confidential information includes in particular know-how, unpublished property rights and other work results, as well as other non-public information which the contracting parties obtain about each other in the course of cooperation.

3. Each party obliges the employees and other agents entrusted by it with performing this contract to maintain confidentiality. Where the statutory requirements are met, the parties conclude a data processing agreement ("DPA") within the meaning of Art. 28 of the EU General Data Protection Regulation (GDPR). Each party will further take all reasonable precautions to prevent third parties from gaining access to the protected information.

4. The confidentiality obligations do not apply insofar as a party proves that the information in question is generally known, becomes generally known without its fault, has been or will be lawfully obtained from a third party, or is already known to it.

5. Upon request, each party must return documents handed over by it, such as strategy papers and briefing documents, after the end of cooperation, insofar as the other party cannot assert a legitimate interest in those documents.

6. The confidentiality obligation applies for 24 months beyond the end of the cooperation. For trade secrets and business secrets, it applies for as long as their secret character persists.

7. With regard to the IT systems operated and/or supported by Laudert for the Client, in particular databases, the statutory data protection provisions apply. The contracting parties will observe the applicable data protection provisions, in particular those in force in Germany. If the Client processes personal data and passes it on to Laudert, it warrants that it is entitled to do so under the applicable data protection provisions. Should the Client expect further protective measures, this requires express written agreement. Statutory protective measures remain unaffected.

8. Laudert may name the Client as a customer to third parties and use its logo and company name for this purpose, in particular in presentations and on its own website.

§ 21 Non-Solicitation

1. The Client undertakes, during the period of cooperation between the parties and for one year thereafter, not to solicit Laudert employees directly or indirectly through third parties, or to employ them without Laudert's consent. For each culpable breach, the Client undertakes to pay a contractual penalty, the amount of which is to be determined by Laudert and, in case of dispute, reviewed by the competent court.

§ 22 General Cooperation Obligations of the Client

1. The Client owes its cooperation in all contractual Services. The Client's cooperation obligations are genuine primary contractual obligations.

2. Before each data transmission, the Client must check the data to be transmitted for viruses and other malicious software using protection programs corresponding to the current state of the art. Data backup is the sole responsibility of the Client. Laudert is entitled to make a copy.

3. For IT services, the Client must inform Laudert of the system environment it uses. The Client will further support Laudert in performing the contract and provide, at no cost and in a timely and proper manner, the resources required by Laudert for processing the order, such as system capacities, hardware and software, other operating resources, internet access, and telephone and network connections. Laudert is not responsible for the condition of the hardware and software required on the Client's side, or for the telecommunication connections between the Client and Laudert up to the handover point.

4. The Client is responsible for ensuring that Laudert receives defect-free and usable working templates and data in a timely manner. The Client is also responsible for ensuring that working templates provided by it comply with statutory and/or official regulations and requirements.

5. The Client must notify Laudert of any defects and disruptions without undue delay, stating the information known to it or useful for their identification. Within reasonable limits, the Client will take measures to facilitate the identification of the disruption and its causes and, where applicable, to reduce damage.

6. Insofar as Laudert makes hardware and/or application software available to the Client for use, the Client bears responsibility, with the care customary in the industry, for proper technical use by appropriately trained staff. The Client takes the necessary precautions to prevent unauthorized persons from using the application software.

7. If the Client is in default with the provision of cooperation services regulated in this section, or culpably breaches them, Laudert is entitled to claim compensation for the resulting damage, including any additional expenses. Deadlines are postponed accordingly. Further claims of Laudert remain unaffected.

§ 23 Default of the Client

1. If the Client is in default of acceptance, omits a cooperation act, or the Services of Laudert are delayed for other reasons attributable to the Client, Laudert is entitled to claim compensation for the resulting damage, including additional expenses (e.g. storage costs).

2. For storage costs incurred due to the Client's default, Laudert charges a flat compensation of 0.25% of the invoice amount of the goods to be stored for each elapsed week, starting from the delivery deadline or, if there is no delivery deadline, from notification that the goods are ready for dispatch. Proof of a higher damage and of statutory claims (in particular reimbursement of additional expenses, appropriate compensation and termination) remains unaffected; however, the flat compensation is to be credited against further monetary claims. The Client remains entitled to prove that Laudert suffered no damage at all, or only a substantially smaller damage than this flat compensation.

3. If acceptance of the goods or their dispatch is delayed for a reason attributable to the Client, Laudert may, after setting and expiry of a fourteen-day grace period, at its choice demand immediate payment of the remuneration, withdraw from the contract, or refuse performance and claim damages in lieu of the entire Services. For the damages claim regulated here, Laudert may demand 15% of the agreed net remuneration for the costs incurred in processing the order and for lost profit. The Client may prove that Laudert suffered no damage at all, or that the damage is substantially lower than this flat amount.

§ 24 Termination

1. If the parties have not agreed a fixed term for continuing obligations, these contracts may be terminated with six months' notice to the end of a month.

2. Termination for good cause is permitted to both contracting parties. A material breach of cooperation obligations may, in particular after an unsuccessful warning or setting of a deadline, constitute good cause.

3. After a termination, Laudert is entitled to stop work on the affected subject of Services with effect from the date the termination takes effect.

4. If lease law applies, Laudert may terminate the contract without observing a notice period if the Client is in default for two consecutive months with payment of the remuneration, or with a not insignificant part of the remuneration, or over a period extending beyond two months with payment of an amount reaching the remuneration for two months. Further claims by Laudert are reserved.

5. Every termination, for whatever reason, requires written form to be effective.

§ 25 Final Provisions

1. Where 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 the place of jurisdiction for all disputes arising from the contractual relationship is Laudert's registered office.

2. German law applies to the contractual relationship, with the exception of those rules that refer to another legal system.

3. If one or more provisions are invalid, the validity of the remaining provisions is not affected.

4. These GTC are available in German and English. The German version is authoritative. The English version is a non-binding translation. In the event of discrepancies or questions of interpretation, the German version prevails.

Laudert GmbH + Co. KG

Valid from: October 2026