

## GENERAL TERMS AND CONDITIONS FOR THE DELIVERY AND SERVICE TO THIRD PARTIES (AGENCY AS CONTRACTOR).

### 1 Scope.

FleishmanHillard develops and creates press releases, corporate and crisis communications, and social media concepts on behalf of its clients. In addition, FleishmanHillard assumes the coordination of influencers at the request of its clients and provides services in the field of analytical research. The following General Terms and Conditions ("GTC") apply to all deliveries and services provided by FleishmanHillard ("Contractor") on behalf of third parties ("Client"). These GTC are an integral part of the order or concluded contract with the Client. The GTC shall also apply to all future orders placed by the Customer with the Contractor following the first inclusion of these GTC, even if the applicability of these GTC is not expressly referred to again in these follow-up orders. Deviating terms and conditions of the Customer as well as amendments and supplements to these GTC shall only be valid if they have been accepted in writing by the Contractor. This shall also apply in the case of business or delivery conditions of the Customer even if the Contractor has not expressly objected to them.

### 2 Order Scope.

- 2.1 The concrete scope of an order provided by the Contractor for the Client shall be determined with individual orders (e.g. by means of a confirmed cost estimate).
- 2.2 These GTC shall apply in addition to such orders. In the event of differences between these GTC and an order, the content of the respective order shall apply.
- 2.3 The quantity ordered in the order shall be binding; however, production-related excess quantities shall be remunerated by the customer.

### 3 General collaboration (briefing, contact reports, retention, engagement of third parties).

- 3.1 The Contractor shall provide its services within the scope of a specific order on the basis of briefings that are handed over and explained to the Contractor by the Client. The briefing represents the binding basis of work for the Contractor. If the briefing is given verbally, the corresponding contact report shall become the binding basis for work.
- 3.2 The Contractor shall submit contact reports within three working days after each meeting with the Client. These contact reports shall be binding for the further processing of projects unless they are objected to in writing within a period of another three working days. In urgent cases, a shorter period may be agreed.
- 3.3 The Contractor shall keep all documents of the Client for a period of two years after completion of the respective project and subsequently make them available to the Client upon request. If the Customer does not express the wish to hand over the documents in writing before the expiry of the two-year period, the Contractor shall be entitled to destroy the documents. If costs are incurred in this connection, these shall be borne by the Client.
- 3.4 If orders for the development and preparation of communication or advertising materials exceed an order volume of € 5,000, the Contractor shall provide the Client with a cost estimate. The Contractor shall not begin to provide its services until the cost estimate has been approved by the Client. Delays and additional costs due to delayed approvals shall be borne by the client.

### 4 Cooperation Services of the Customer.

- 4.1 The Customer shall provide the Contractor with all required market, production and sales figures, product information and other information necessary for the Contractor's performance. The Contractor may rely on the accuracy of this information.
- 4.2 As far as relevant for the tasks of the Contractor, the Client shall inform the Contractor in due time in the form of briefings about planned measures and the available budgets as well as about changes in the marketing calendar.
- 4.3 Instructions to the Contractor shall be issued in writing. The Customer shall issue its releases and approvals in good time so that the Contractor's work processes are not impaired and the Contractor is in a position to perform subsequent work on time without additional costs and loss of quality. Additional costs and time delays due to delayed releases and approvals shall be borne by the Client.

### 5 Delivery time, place of performance.

- 5.1 The Customer shall be notified of any failure to meet delivery dates and deadlines, stating the reasons and the presumed duration. Compensation for damages and withdrawal shall always require the fruitless expiry of a previously set reasonable period of grace.
- 5.2 The running of such periods shall be suspended if requests for changes made by the Customer after the order has been placed cause a significant change in the schedule. The Contractor shall notify the Customer of this and agree a new delivery date with the Customer.
- 5.3 Unless expressly agreed otherwise in writing, the place of performance shall be the Contractor's registered office. The delivery shall be carried out by the Contractor at the expense and risk of the Customer.

### 6 Acceptance, notices of defects.

- 6.1 Acceptance shall be governed by the statutory provisions. Public commissioning, use and remuneration of the Contractor's respective performance shall each constitute acceptance. Acceptance shall also be deemed to have taken place if the Customer does not accept the work ready for acceptance within a period of ten working days, unless a different period has been set or agreed in the individual case.
- 6.2 Only grossly improper or uncleanly executed deliveries and services as well as those in which the tasks set and the desired design have been completely disregarded or instructions have been grossly deviated from or which do not correspond to the state of the art shall be deemed defective.
- 6.3 Production-related shortages do not constitute a defect.

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7.1

### Price, due dates, discounts.

The agreed price is binding and only includes the Contractor's own work. In the event of requests for changes and additions, separate remuneration shall be paid for the Contractor's additional expenditure. Reduced expenditure is in favor of the contractor and does not lead to a reduction of the agreed price. Incidental costs (e.g. freight, packaging, postage, etc.) and external services shall be charged to the Customer without surcharge. Travel expenses incurred by the Contractor in the course of fulfilling the order shall be borne by the Client. Fees to collecting societies (VG Wort, GEMA, etc.) are not included, unless such fees are expressly stated. The Contractor shall not be entitled to calculate the fees for lack of knowledge of the location, time and -frequency of the means of communication produced by him for the client. For calculations and budgeting of the fees, the Client must contact the relevant collecting societies. Levies to collecting societies are always to be borne by the client, because he is the exploiter of the works. The public use of works must be registered with the respective collecting societies by the client as the user of the works. It is pointed out that fees from the collecting societies may only be invoiced after a considerable delay. Taxes, levies to collecting societies, royalties, customs duties and artists' social security contributions shall be borne by the Client, even if they are levied subsequently.

7.2

Unless otherwise agreed in writing, a payment term of 14 days from receipt of invoice shall apply to all invoices of the Contractor.

7.3

Discounts shall not be granted.

7.4

In the event that a credit insurer of the Contractor changes or cancels the insurance coverage with regard to a payment default of the Customer, the Contractor shall have the right to adjust the terms of payment accordingly and, if necessary, to demand appropriate securities from the Customer or from a company affiliated with the Customer. If no agreement can be reached on an appropriate change of the terms of payment or the provision of securities, the Contractor shall be entitled pursuant to Clause 12.2 to withdraw with immediate effect from all contracts concluded with such Principal. Any costs incurred shall be borne by the Client if the agreement has failed for reasons for which the Client is responsible.

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### Rights of use (contractor's rights, third party rights, buyouts, right of self-advertisement, registration of public use).

8.1

If copyrights or other legal positions exist in the services rendered within the scope of the order, the scope of the rights of use to be transferred by the Contractor to the Client in the Contractor's work results shall be based on the respective agreement in the individual case and otherwise on the provisions of § Section 31 (5) UrhG.

8.2

Irrespective of whether copyrights or other legal positions exist in the services rendered within the scope of the order, the results of the Contractor's work may only be used by the Client if a separate agreement has been made in this regard and the Contractor has received appropriate remuneration for this. Any source files created by the Contractor shall only be covered by the granting of rights of use and need only be surrendered if this has been explicitly briefed or agreed in writing in advance in the individual case.

8.3

Rights of use for designs rejected by the Client or not released for execution shall remain with the Contractor, who may freely dispose of them.

8.4

Rights of use shall not pass to the Contractor until all financial obligations of the Customer towards the Contractor relating to the respective performance have been settled. Until the financial obligations have been settled, the Contractor shall revocably tolerate the use of the services by the Client. He shall not declare the revocation unreasonably.

8.5

Any further assignment or sublicensing by the Client to third parties of the rights of use assigned to the Client shall require the Contractor's prior written consent in order to be effective; this shall not apply to the assignment or licensing to subsidiaries or affiliated companies within the meaning of §§ 15 et seq. AktG within a group of companies as well as affiliates and distribution partners.

8.7

Copyright and ancillary copyrights to third-party services (e.g. of models, photographers, directors, etc.) shall be acquired in accordance with the Client's specifications in the Client's name and for the Client's account. In all cases in which such a claim by a third party becomes apparent, the Contractor shall notify the Client in good time before using the material affected thereby and obtain a release or act in accordance with the Client's instructions.

8.8

If the Client intends to use the work results provided by the Contractor outside the agreed contractual area, after expiry of the rights of use or for purposes other than those agreed, the Client shall agree with the Contractor on a reasonable separate buyout fee for this, which is customary in the industry.

8.9

The Contractor shall be permitted, without limitation as to time and place and free of charge, to refer to the cooperation with the Client, also by using the Client's protected trademarks, for the purpose of self-promotion as well as within the scope of presentations, provided that no confidentiality interests of the Client are affected thereby.

8.10

The public use of works containing protected texts, images or music of commissioned third parties must be registered by the client as the exploiter with the respective collecting societies (VG Wort, GEMA, etc.).

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### Confidentiality, information security, data protection.

9.1

Working documents and works as well as all information about the other party which becomes accessible in connection with the order shall be treated as strictly confidential. The duty of confidentiality shall end five years after completion of the project.

9.2

In case of leakage of or unauthorized access to Contractor's Confidential Information as well as in case of any other information security incident, the Principal shall immediately and comprehensively inform the Contractor by e-mail to FH.Germany.DSGVO@fleishmaneuropa.com.

9.3

The obligation to maintain secrecy pursuant to Section 9.1 above shall only not apply if and to the extent that the relevant information is demonstrably generally known or becomes generally known through no fault of the other party or was or is lawfully obtained from a third party or is already lawfully

	available at the other party. The respective party shall bear the burden of proof for the proof of prior knowledge.	11	<b>Social media services.</b>
9.4	The parties shall handle all data protection-relevant information in accordance with the data protection requirements. If necessary, they shall conclude a separate data protection agreement ("AVV") in accordance with Section 62 BDSG or Article 28 DSGVO.	11.1	If the Contractor provides social media services for the Client within the scope of the order, it shall not be liable for malfunctions of the work results in particular if:
10	<b>Liability, standard of liability, indemnification, vicarious agents and other third parties, production risk.</b>	11.1.1	the storage, operation or use of the work results does not take place in accordance with the Contractor's specifications,
10.1	The liability of the Contractor, its representatives and vicarious agents for slightly negligent breaches of duty shall be excluded with the exception of the breach of essential contractual obligations (so-called cardinal obligations, i.e. such obligations whose fulfillment is essential for the proper performance of the contract and on whose fulfillment the other party may regularly rely) as well as injury to health, life and limb. The liability of the Contractor, its representatives and vicarious agents shall be limited to compensation for the foreseeable, contract-typical and direct damage according to the type of performance. In particular, he shall not be liable for loss of profit. In all other respects, his liability shall be limited to the respective project remuneration which he receives from the Client.	11.1.2	the Client makes changes to the work results or combines them with other digital material without any agreement having been reached on this,
10.2	The Contractor undertakes to perform the work assigned to it with professional and commercial care to the best of its knowledge and in compliance with the generally accepted principles of the communications industry.	11.1.3	the hardware of the Customer is damaged or
10.3	With this duty of care, the Contractor guarantees that the communication media and measures produced by it do not infringe the rights of third parties, unless otherwise indicated in accordance with Section 10.5. Patent rights of third parties are expressly excluded from the above assurance. In all other respects, the legal liability for legal permissibility shall lie with the Client.	11.1.4	third parties (e.g. by viruses) have interfered with the work results or the hardware of the Customer.
10.4	The Contractor shall not be liable for statements made by the Client regarding any product properties. Furthermore, the Contractor shall not be liable for the permissibility of using its work results outside the respective order area, for purposes other than those agreed, or insofar as its work results have been modified by the Client. He shall also not be liable for the patent, copyright, trademark, design patent or other protectability of the services provided by him. In the context of the development of trademarks, the Contractor shall not undertake any final examination, but shall be happy to arrange for such examination on behalf of the Client if the Client does not wish to undertake such examination itself.	11.2	The Customer shall be at liberty to prove that the malfunction was not caused by one of the reasons mentioned in Clause 11.1 and that the work results were already defective at the time of transfer of risk.
10.5	The Contractor shall inform the Client in good time of any legal risks recognizable to a proper communications expert. If the Contractor considers a legal review by a particularly competent person or institution to be necessary for the measure to be carried out, the Customer shall bear the costs after consultation, unless it wishes to arrange for such a review itself.	11.3	The Contractor shall not be responsible for user-generated content on the social media platforms.
10.6	The Contractor shall indemnify the Customer against justified claims by third parties whose rights have been infringed contrary to Section 10.3. However, this shall require that the Customer notifies the Contractor of a claim, does not enter into any settlements with the respective claimant without the Contractor's consent and leaves the legal defense to the Contractor. To the extent necessary, the Customer shall assign rights to the Contractor for this purpose and provide the Contractor with appropriate support in its legal defense.	12	<b>Withdrawal, termination for cause, settlement.</b>
10.7	The Customer shall indemnify the Contractor against its own claims as well as those of third parties if the Contractor has acted at the express request of the Customer although it has informed the Customer of its concerns with regard to the permissibility of the communication measures or the possibility of infringement of the rights of third parties. The same shall apply to the admissibility of the advertising of the trademarks, goods and services as well as factual statements about the products and services of the Principal, insofar as these originate from the Principal. The Customer shall indemnify the Contractor against all claims of authors and third parties entitled to protection of performance pursuant to §§ 32, 32 a et seq. of the German Copyright Act (UrhG), insofar as these third parties were commissioned by the Contractor on the instructions of the Customer.	12.1	The Contractor may in particular withdraw from the order or terminate the order with immediate effect if the proper execution of the order is called into question due to the fact that the Customer has not only temporarily suspended its payments, the Customer has ceased its business operations or a significant part of its business operations or compulsory enforcement measures to collect payment obligations under this contract have been unsuccessful. The same shall apply if an application is filed for the opening of insolvency proceedings against the assets of the Customer.
10.8	An indemnification shall in each case also include the costs for a necessary and reasonable legal defense of the respective party.	12.2	The Contractor may immediately withdraw from the order if a payment default of the Client on the part of the Contractor cannot be insured or can no longer be insured and the Client does not make an advance payment or offer adequate securities within 21 days after a written request by the Contractor. During these 21 days, all obligations of the Contractor to commission third parties in its own name and for its own account shall be suspended, unless they are associated with wholly insignificant expenses of the Contractor.
10.9	The Contractor shall be fully liable for its representatives and vicarious agents in accordance with § 278 BGB. The Contractor shall not assume any liability for the proper performance of orders by third parties who are not vicarious agents of the Contractor for the performance of its obligations under the order beyond the selection and monitoring obligation incumbent upon it. Upon request, however, the Contractor shall assign to the Client all claims for damages against third parties to which it may be entitled and shall provide the Client with reasonable support in enforcing such claims.	12.3	Furthermore, the Contractor may in particular withdraw from the order or terminate the order with immediate effect if the proper execution of the order is called into question by a pandemic, whereby official warnings or official prohibitions need not have been issued due to the pandemic.
10.10	Customer understands that a production insurance policy purchased by Contractor on behalf of Customer and for the benefit of Customer and Contractor will not cover any losses due to delays, changes, cancellations, or other costs (e.g., additional costs due to travel restrictions) directly or indirectly caused by or related to the COVID-19 pandemic or any other pandemic ("Pandemic Losses"). The Contractor shall use commercially reasonable efforts in the interests of the Customer to minimize losses in connection with pandemic losses. The Customer is aware that it is liable for unavoidable pandemic losses itself, except to the extent that these losses were caused by gross negligence or intentional misconduct on the part of the Contractor. The Contractor is obligated, in the sense of the duty to minimize damages, to keep all claims against the Customer arising in connection with pandemic losses as low as possible and, in this sense, also to work towards third parties involved. In case of commissioning of productions by the client during the existence of pandemic, this is done with the knowledge of the client that unavoidable pandemic losses may occur.	12.4	The statutory rights of rescission and extraordinary termination shall remain unaffected by the above Sections 12.1, 12.2 and 12.3. Insofar as §§ 633 et seq. BGB should be applicable to parts of the order or contract, the right of termination under § 649 BGB shall be limited to the existence of important reasons.
		12.5	Notice of termination must always be given in writing.
		12.6	In the event of termination of the contract, all contracts concluded with the approval of the Customer shall be duly processed by the Contractor, settled and remunerated by the Customer. In the event of termination of the contract by the Customer due to the existence of important reasons, the above shall only apply if the Customer has requested the Contractor to continue to provide its services.
		12.7	In the event of a termination, the conduct towards the press and the PR strategy shall be coordinated between the parties in order to avoid business-damaging reports - also from third parties.
		12.8	The effectiveness of the confidentiality obligation agreed under Section 9 shall remain unaffected by a rescission or termination; this shall also apply with regard to any confidentiality agreement concluded outside the order or the contract concluded with the Client.
		13	<b>Limitation of actions, set-off, assignment, rights of retention.</b>
		13.1	Claims of the Customer against the Contractor shall be subject to a limitation period of twelve months. Excluded from this are claims for damages caused by gross negligence or intent as well as claims for the violation of essential contractual obligations (so-called cardinal obligations, i.e. such obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose compliance the other party may regularly rely) and claims for injury to health, life and limb; in this respect the statutory limitation periods shall apply.
		13.2	A set-off of the Customer against claims of the Contractor shall only be permissible if the claims of the Customer are undisputed or have been established as final and absolute by a court of law.
		13.3	Rights of the Customer arising from or in connection with the order may not be assigned without the written consent of the Contractor.
		13.4	The Customer may only assert rights of retention, in particular with regard to a claim for return of the Contractor, with regard to undisputed claims or claims which have been established by a court of law. In the event of differences of opinion between the parties regarding the interpretation and execution of the contract as well as the evaluation of the performance by the Contractor, the Customer shall waive measures in the proceedings for interim legal protection.
		14	<b>Orders by proxy.</b>
		14.1	If the Contractor places orders with third parties within the scope of the provision of services, this shall be done on behalf and in the name of as well as for the account of the Customer. In this case, the Contractor shall neither be liable for the payment of the ordered goods or services nor for the fulfillment of any other contractual obligation of the Client or the third party. Payment of the third party shall be made directly by the Customer and not by the Contractor. The Contractor is not liable for the creditworthiness of the Customer or the third party, which it is also not obliged to check.
		14.2	If the order is exceptionally placed in the name of the Contractor, the Contractor shall be entitled to demand an appropriate payment on account or advance payment at any time. Internally, the Contractor shall act in the name and for the account of the Customer, even if it acts in its own name externally.

**15 Human rights and the environment.**

- 15.1** The client is aware of its responsibility towards the observance of human rights and the protection of the environment through its entire supply chain and aligns its entrepreneurial actions accordingly. Contractors shall also be selected on the basis of their preventive measures for the protection of the environment and human rights. The Contractor assures to comply with the standards set forth in the Code of Conduct for Suppliers and Business Partners attached to the GTC and to impose these obligations also on its subcontractors.
- 15.2** If the Contractor violates the obligations in paragraphs 1 and/or from the Code of Conduct, the Customer shall be entitled to terminate the contract without notice.

**16 Closing provisions**

- 16.1** Verbal collateral agreements do not exist. Deviating or supplementary individual contractual provisions to these GTC or the placed order require the written form to be effective and apply exclusively to the respective order. This shall also apply to the waiver of the written form clause.
- 16.2** Should one of the provisions of these GTC or the order be or become invalid, this shall not affect the validity of the GTC or the order in other respects. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision the effects of which come closest to the economic objective pursued by the contracting parties with the invalid or unenforceable provision. The same shall apply in the event of a loophole.
- 16.3** The place of jurisdiction and performance shall be the Contractor's registered office, unless another place is mandatorily prescribed by law. German law shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 16.4** Insofar as a written form requirement exists under these GTC, this shall also be fulfilled by e-mail or fax, with the exception, however, of notices of termination and amendments or supplements to these GTC pursuant to Section 15.1, which must always be made in accordance with the written form requirement of Section 126 (2) BGB.