

ATTENTION.

GENERAL TERMS AND CONDITIONS of ATTENTION. GmbH (Commercial Register No. FN 441496 i)

for business transactions with entrepreneurs
Version dated February 14, 2024

1. Parties to the Contract, Scope of Application

- 1.1. These General Terms and Conditions (the "**GTC**") govern the contractual relationship between ATTENTION. GmbH, Commercial Register No. FN 441496 i ("**ATTENTION**") and any natural or legal person who engages ATTENTION to provide services or initiates a business transaction with ATTENTION (the "**Customer**," collectively with ATTENTION the "**Parties**," each individually also the "**Party**"). The GTC also apply to future supplementary and follow-up orders from the Customer, even if not explicitly referred to in those orders.
- 1.2. The Customer is aware that ATTENTION provides its services exclusively to entrepreneurs. The Customer therefore declares to be an entrepreneur, and that the transaction is business-related for them.
- 1.3. Furthermore, ATTENTION provides its services exclusively to customers with a residence or habitual abode as well as a registered office or (branch) establishment in a member state of the European Union, Switzerland, or the United Kingdom.
- 1.4. The contractual relationship between ATTENTION and the Customer is governed

exclusively by these GTC and any written individual agreements, especially a separate written order. Any oral collateral agreements shall be ineffective. Any differing terms and conditions of the Customer shall only apply if ATTENTION has explicitly and in writing agreed to such terms in advance.

2. Accessibility, Amendment Clause

- 2.1. The GTC can be accessed in their current version on the website of ATTENTION at <https://eventagentur.attention.at/files/content-alle/AGBs-ATTENTION-14.02.2024-ENG.pdf> as well as at <https://werbeagentur.attention.at/files/content-alle/AGBs-ATTENTION-14.02.2024-ENG.pdf>. Depending on the Customer's respective end device, the GTC can be printed and saved by the Customer.
- 2.2. ATTENTION is entitled to amend these GTC at any time to adapt them to changed technical or economic conditions.

3. Subject Matter of the Contract, Scope of Services

- 3.1. ATTENTION operates both as an event and advertising agency. The GTC regulate the commissioning and utilization of the services offered by ATTENTION in both industries. If a clause in these GTC applies exclusively to the activity of ATTENTION as an event agency, this fact is indicated at the beginning of the respective clause by the abbreviation "**EA**".
- 3.2. The specific scope of services is determined on a case-by-case basis by the respective order. Subsequent changes to the

scope of services must be agreed upon in writing between the Parties.

- 3.3. Unless otherwise agreed in writing, stated delivery or service deadlines are considered non-binding and are only intended to provide the customer with an approximate time orientation.
- 3.4. Any cost estimates (cost estimates) are provided without guarantee and are non-binding. Nevertheless, ATTENTION will promptly inform the Customer if there is a significant overrun of the cost estimate. The cost overrun is deemed approved by the Customer if the Customer does not object in writing within three working days after receiving the cost warning. Excluded from this are cost overruns of up to 15%, which are deemed approved by the Customer.

4. Social Media Campaigns

ATTENTION explicitly informs the Customer that providers of social media platforms (e.g., Facebook, Instagram, TikTok) reserve the right in their terms of use to reject or remove advertisements or promotional ads for any reason. Therefore, there is a risk, not controlled by ATTENTION, that advertisements or promotional ads may be (arbitrarily) removed. Due to these terms of use and the simple possibility for any user to claim infringements and thus achieve removal of content, ATTENTION assumes no responsibility for ensuring that a commissioned social media campaign is always accessible.

5. Conclusion of Contract, Duty to Cooperate

- 5.1. Offers from ATTENTION are, unless

explicitly agreed otherwise, non-binding and subject to change. The business between the Customer and ATTENTION only comes into effect upon the Customer's signature of the offer and its countersignature by ATTENTION (the "**Order**").

- 5.2. Notwithstanding, ATTENTION is entitled to a reasonable and customary remuneration for any pre-contractual services, to the extent that the scope of these services significantly exceeds the scope of the usual expenses in initiating a business relationship. This is particularly the case when ATTENTION is invited to develop and present a concept for a specific project of the Customer (Pitch).
- 5.3. The Customer will provide ATTENTION with all necessary and complete information and documents in a timely manner that are required for the provision of the service. The Customer will inform ATTENTION of all circumstances that are relevant for the execution of the order. The same applies to circumstances that become known to the Customer in the course of order processing. The Customer shall bear the costs arising from the need to repeat or delay work due to incorrect, incomplete, or subsequently changed information provided by the Customer to ATTENTION.
- 5.4. The Customer is obliged to have checked the documents (photos, texts, graphics, etc.) made available by him for the execution of the order before handing them over to ATTENTION for accuracy. The Customer shall be solely responsible for ensuring that the documents made available by him do not infringe any rights of third parties, in particular copyrights, trademark rights, and

personal rights. If third parties make claims against ATTENTION on the grounds of an infringement of their rights by documents made available by the Customer, the Customer shall indemnify ATTENTION against these claims.

6. Subcontractors

- 6.1. ATTENTION is entitled, at its discretion, to perform the contractual services itself, to use knowledgeable third parties as agents for performance in their provision, and/or to outsource such services to third parties (the "**third-party service**").
- 6.2. The engagement of third parties as part of a third-party service is carried out either in ATTENTION's own name or on behalf of the customer, the latter after prior notification to the customer. ATTENTION will carefully select these third parties and ensure that they have the necessary expertise.

7. Intellectual Property, Usage Rights

- 7.1. All documents provided by ATTENTION and all work results are the intellectual property of ATTENTION. This applies in particular – but not exclusively – to presentations, concepts, designs, graphics, advertising materials, sketches, prints, slides, scribbles, negatives, and other intellectual creations within the meaning of copyright law (the "**Work**").
- 7.2. By complete payment of the agreed fee, the customer acquires – in the absence of any other agreement – an unlimited right to use the work. Use is only permitted to the extent and for the purpose contractually agreed upon. The right to use the work is always subject to the complete payment of the fees

invoiced by ATTENTION.

- 7.3. Any modification, editing, or further development of a work by the customer or by third parties acting on their behalf requires the prior written consent of ATTENTION.
- 7.4. For any use of the work by the customer beyond the scope of the granted usage rights, ATTENTION is entitled to reasonable usage fees. Further legal claims by ATTENTION – in particular claims for injunctions – remain unaffected.
- 7.5. At the explicit request of ATTENTION – especially in the course of terminating the business relationship – the customer must promptly return or destroy any works that are not covered by the usage rights.

8. Concept and Idea Protection

- 8.1. The customer is aware that ideas are the beginning of every creative process and can be the spark for later intellectual creations. Ideas within the meaning of this provision include, in particular, those elements that are distinctive and give a characteristic imprint to an advertising appearance or marketing strategy, even if they do not fall under the concept of a work under copyright law and are not protected by copyright. Such ideas may be contained in concepts or presentations developed by ATTENTION, or may result from other creative processes at ATTENTION; for example, advertising slogans, advertising texts, illustrations, or other creative work results (pitch).
- 8.2. Against the background of this shared understanding of the parties, the customer undertakes not to use or otherwise exploit ideas from ATTENTION – regardless of

their copyright qualification – if the customer does not subsequently award a contract to ATTENTION following the (pre-contractual) idea-finding phase. This applies in particular to ideas that arose during the bidding process for a specific project.

- 8.3. If the customer believes that no new ideas, but only already known approaches, were presented by ATTENTION (pre-contractually), the customer must notify ATTENTION of this in writing within 14 days of the presentation. Otherwise, the parties assume that ATTENTION has presented the customer with a new idea. If the idea is subsequently used or exploited by the customer, the parties further assume that ATTENTION has made a valuable contribution and that the customer owes reasonable compensation for this.

9. Fees

- 9.1. The customer owes the fee agreed with ATTENTION (on commission) plus statutory value-added tax. Furthermore, the customer is obliged to reimburse any cash expenses incurred in connection with the order at ATTENTION. The agreed fee is due to ATTENTION regardless of whether the customer ultimately implements the services or the work.
- 9.2. If no specific fee has been agreed for an order, the customer owes a reasonable and customary fee for services provided by ATTENTION.
- 9.3. The fee specified in the order is generally not to be understood as a lump sum payment, but refers to the specific scope of services specified in the order. For services (additional) commissioned by the customer,

which are not covered by the order, there is an entitlement to a reasonable and customary fee. The same applies mutatis mutandis to expenses incurred by ATTENTION as a result of a breach of the customer's cooperation obligations – for example, by providing incorrect or incomplete information.

- 9.4. In the event that the customer unjustifiably withdraws from an already issued order, ATTENTION is entitled to the entire fee agreed for the respective order. In the event that the customer legitimately withdraws from an already issued order, the fee for the services performed up to that time is still due. The offsetting provision of § 1168 ABGB does not apply in any case.
- 9.5. In connection with any ongoing contractual obligations between the parties, the value stability of the fees under an order is explicitly agreed. The measure of calculation of the value stability is the monthly VPI 2020 published by the Austrian statistical central office or a substitute index. The index figure published for the month of the order is used as the reference. Fluctuations of the index figure up or down by up to 3% are disregarded and are only fully invoiced if they exceed this fluctuation range.

10. Payment Conditions, Default

- 10.1. The fee is due for payment immediately upon receipt of the invoice and without deduction, unless special payment terms have been agreed upon in individual cases in writing. This also applies to the onward invoicing of all cash expenses, taxes, and other expenses.
- 10.2. ATTENTION is entitled to request advance payments from the customer.

- 10.3. The customer's entitlement to a cash discount requires an explicit written agreement. Payments made by the customer on transfer forms are not binding on ATTENTION.
- 10.4. If the customer is in default with a payment, he/she owes the default interest applicable to commercial transactions (§ 456 UGB). The customer also undertakes to pay reminder fees of EUR 20.00 per reminder. Furthermore, the customer must reimburse ATTENTION for all costs incurred in the course of debt collection, insofar as these are appropriate and reasonable; this applies in particular to the costs of collection agencies and lawyers. The assertion of further damages due to delay remains reserved.
- 10.5. In the event of default in payment, ATTENTION is entitled to suspend further performance until full payment of the outstanding claim is received (right of retention).
- 10.6. Any payment facilitation (e.g., discounts or installments) granted by ATTENTION lapses if the agreed payment deadlines are exceeded.
- 10.7. Goods delivered by ATTENTION under an order remain the property of ATTENTION until full payment of the agreed fee and all other fees (retention of title).
- 10.8. If payment is made in installments, ATTENTION reserves the right in the event of non-timely payment of installment amounts or ancillary claims to demand immediate payment of the entire outstanding debt (loss of term).

11. EA: Cancellation Policy

- 11.1. If the customer cancels their order after placement and up to 30 days before the service provision, 50% of the fee becomes due.
- 11.2. If the customer cancels their order up to 14 days before the service provision, 80% of the fee becomes due.
- 11.3. If the customer cancels their order within 14 days before the service provision, 100% of the fee becomes due.
- 11.4. The offsetting provision of § 1168 ABGB is explicitly excluded.
- 11.5. When subcontracting third parties for external services, the cancellation conditions of the respective third-party provider apply. The cancellation conditions of third-party providers are not subject to review by ATTENTION.

12. Term of Contract, Termination

- 12.1. In principle, the contracts concluded between ATTENTION and its customers are target obligations that automatically terminate upon complete performance.
- 12.2. However, each party is entitled to terminate the contractual relationship with immediate effect at any time for good cause. Important reasons entitling ATTENTION to immediate termination include, but are not limited to, if the customer:
- (i) is in arrears with payment obligations and fails to settle the outstanding balance within a grace period of 14 days despite reminders;

- (ii) thwarts or unduly complicates the execution of the service, for example, by not fulfilling cooperation obligations; likewise, if the provision of the agreed service becomes permanently impossible;
- (iii) exceeds the granted usage rights and does not cease this behavior promptly despite warnings;
- (iv) despite requests from ATTENTION due to justified concerns regarding its creditworthiness, neither makes advance payments nor provides suitable securities; or
- (v) otherwise culpably violates a material obligation under the contractual relationship.

12.3. The customer acknowledges that ATTENTION retains any documents provided by the customer for a maximum of 6 months after termination of the contractual relationship. Thereafter, ATTENTION has the right to destroy these documents.

13. Force Majeure

If an event of force majeure causes ATTENTION to be unable to fulfill its contractual obligations, either wholly or partially, in a timely manner, or in accordance with the contract, ATTENTION is exempt from fulfilling its contractual obligations for the duration of the force majeure event. "Force majeure" is an event that was not foreseeable for any of the parties applying the utmost, reasonably expected care, especially events such as war, insurrection, riots, cyber-crime (hacker attacks), embargo, epidemics (plagues), fire, floods, storms, interruption of power supply, labor disputes, and

official orders as a consequence of the aforementioned events.

14. Warranty, Liability

14.1. In the event of a defective service, the customer must promptly, but no later than within 4 weeks of becoming aware of the defect - under penalty of forfeiture - inform ATTENTION in writing, providing a precise description of the defect, and request improvement from ATTENTION. If ATTENTION does not comply with this request within a period of no more than 3 months or if improvement is inappropriate or impossible for ATTENTION, the customer may only claim a price reduction. Any further claims or remedies - regardless of their nature or legal basis - are explicitly excluded in the event of defective service provision; in particular, any claims for conversion.

14.2. The warranty period is 6 months from the provision or delivery of the service. The customer is not entitled to withhold payments due to a defect. Section 924 AGBG does not apply. In the case of improvement, it is the customer's responsibility to send the defective (physical) item to ATTENTION at their own expense.

14.3. ATTENTION shall only be liable to the Customer for damages caused intentionally or through gross negligence by ATTENTION or its vicarious agents. This does not apply to damages to persons or liability under the Product Liability Act. To the extent permitted by law, liability for loss of profit, consequential damages - including damages resulting from data loss - and other indirect or consequential damages as well as purely financial losses are excluded. Finally,

ATTENTION shall not be liable for any specific business success or personal or commercial expectations associated with the order.

- 14.4. Claims for damages by the Customer expire after 6 months from the knowledge of the damage, but in any case after 3 years from the event causing the damage. Compensation claims are limited in amount to the net order value or the amount of existing liability insurance; in the specific case, the lower of the two thresholds is decisive.

15. Data security, data protection

- 15.1. ATTENTION will take appropriate technical and organizational measures to prevent data loss and unauthorized access by third parties to the Customer's data.
- 15.2. Nevertheless, the Customer is obliged to ensure regular backup of its data. ATTENTION shall not be liable for the loss and damage of data. The Customer has no right to demand the restoration of lost, damaged, or deleted data from ATTENTION; any restoration measures are at the sole discretion of ATTENTION.
- 15.3. ATTENTION processes, in particular, personal data provided by the Customer for the purpose of initiating and executing orders, and which are relevant for the provision of services. The processing of personal data is necessary for the fulfillment of the contract and the execution of the order and is thus justified within the meaning of Art. 6 para. 1 lit. f GDPR. Comprehensive information on data processing by ATTENTION is available in the form of a separate privacy policy at <https://werbeagentur.attention.at/de/datenschutzerklaerung> and

<https://eventagentur.attention.at/de/datenschutzerklaerung>.

16. EA: Event Insurance

ATTENTION offers the Customer the possibility to arrange event liability insurance (for personal and property damage) for events on behalf of the Customer. The cost of such insurance will be invoiced to the Customer.

17. EA: Event Fees

The Customer is responsible for the taxes, fees, levies, and royalties (e.g., AKM, amusement tax, etc.) arising from the organization of the event.

18. Confidentiality Obligation, Reference

- 18.1. ATTENTION undertakes to keep confidential all data, information, documents, business secrets, and any information recognizable as requiring confidentiality over the duration of the contractual relationship and to use them exclusively for the purpose for which they were provided, regardless of whether this information is disclosed orally, in writing, electronically, or in any other form.
- 18.2. ATTENTION is entitled to use the Customer and the services provided to them as references for its own promotional purposes – for example, on the company's website and on social media platforms, in press releases, advertisements, as well as in printed materials and promotional items. This right includes the use of the customer's logo and the free use of all associated photos, videos, and graphics in connection with the service provided. These rights belong to ATTENTION without any claim for

compensation from the Customer.

- 18.3. The Customer has the right to object to the aforementioned use in writing for the future if they can demonstrate a conflicting legitimate interest.

19. Offset, Assignment

- 19.1. The Customer is only entitled to offset against claims from ATTENTION arising from the contractual relationship if the Customer's claims have been judicially established or explicitly acknowledged by ATTENTION.

- 19.2. ATTENTION is entitled to transfer rights and obligations from or in connection with the contractual relationship in whole or in part with debt-discharging effect to affiliated companies within the meaning of the Austrian Commercial Code (UGB) or third parties. However, any transfer of rights and obligations from or in connection with the contractual relationship by the Customer requires the prior written consent of ATTENTION.

20. Language of Contract, Choice of Law, Jurisdiction

- 20.1. The language of the contract is German. Versions of these terms and conditions in other languages serve only for orientation. The German version is exclusively authoritative.
- 20.2. Place of performance is the registered office of ATTENTION.
- 20.3. The contractual relationship is subject to Austrian law, excluding the referral rules of Austrian international private law and the provisions of the UN Convention on

Contracts for the International Sale of Goods.

- 20.4. All disputes, differences of opinion, and any claim arising out of or in connection with the contractual relationship or its formation, breach, termination, or invalidity shall be exclusively brought before the respective competent court in 4020 Linz.

21. Communications

All communications related to this contractual relationship must be made in writing by the respective party or their authorized representatives and transmitted to the recipient by post or email. Declarations must be sent to the contact details provided in the order or to contact details updated by a party at a later date.

22. Written Form Requirement, Severability Clause

- 22.1. Changes and additions to the contractual relationship as well as legally relevant declarations based on or in connection with the contractual relationship require written form unless notarial certification or a stricter form is prescribed by mandatory law. This also applies in the event that this written form requirement is to be deviated from.
- 22.2. If one or more provisions of these terms and conditions are or become wholly or partially ineffective or unenforceable, this does not affect the validity or enforceability of the remaining provisions. Instead of the ineffective provision, the provision that comes closest to the purpose and intent of the ineffective provision, to the extent legally possible, shall be deemed agreed upon. The same applies mutatis mutandis to any gaps

in the terms and conditions.