

General Terms and Conditions

(v1.1 31.01.2022)

within the framework of contracts concluded between

<p>BEE Digital Growth AG Seefeldstrasse 231 CH - 8008 Zurich</p> <p><i>Register Court: Commercial Register of the Canton of Zurich</i> <i>Registernummer: CHE-112.890.382</i></p>	<p>BEE Digital Growth GmbH Bessemerstrasse 82, 10th floor south D - 12103 Berlin</p> <p><i>Register Court: Berlin Charlottenburg Local Court</i> <i>Registration number: HRB 236834 B</i></p>
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hereinafter referred to as the "provider"

and

the service recipient - hereinafter referred to as the "customer".



1. Scope

These General Terms and Conditions ("GTC") govern the relationship between you as our customer ("Customer") and us [BEE Digital Growth] as provider ("Provider") (Provider and Customer, the "Parties"). The services of the Provider and their scope shall be agreed and recorded in an individual contract with the Customer ("Project Contract" or "Project Contracts"). These GTCs are a supplementary part of the Project Contracts. If these GTCs and the Project Contracts contradict each other, the contradictory provisions of the Project Contracts shall prevail. The invalidation of individual provisions of these GTCs by deviating provisions in project contracts shall not affect the validity of the remaining GTCs.

2. Conclusion of contract

A contract (hereinafter referred to as the "Main Contract") comes into legal effect when the Customer requests the Provider (usually with reference to the cost estimate/offer) to provide certain services and the Provider confirms its agreement in writing or by e-mail (order confirmation). With the signature of the offer and / or the conclusion of the project contract and thus the Main Contract, the customer agrees to these terms and conditions. A cost estimate represents a non-binding estimate to the best of our knowledge and belief for the services requested by the customer. The exact scope of services as well as the possible object of delivery and the costs will only be bindingly defined in the project

contract. The cost estimate is valid for a period of 3 months from the date of initial issue.

Subsequent price adjustments remain reserved, but will be communicated to the customer in advance. If the scope of services is not sufficiently determined at the time of the cost estimate, the Provider shall support the Customer in specifying it. The support and consulting services in this regard shall constitute a contractual relationship and shall be additionally remunerated on a time and material basis in accordance with the terms and conditions applicable at the time the services are rendered, unless otherwise agreed prior to the commencement of these services.

3. Subject matter of the contract

The Provider's services and their scope are defined in the Main Contract between the Customer and the Provider.

4. Customer relationship

The Main Contract is concluded exclusively between the customer and the provider. The Main Contract creates rights and obligations exclusively between the customer and the provider. The obligations of the provider from the project contract exist only towards the customer. Only the customer can refer to the advice of the provider and enforce provisions of the Main Contract.

5. Third parties

The Provider may engage third parties (media, suppliers, freelancers, marketers, etc.) to work as subcontractors in connection with the Main Contract. The Provider may also engage third parties on behalf of the Customer. Before the Provider engages a third party on behalf of the Customer that will incur significant costs, the Provider will discuss and agree upon this with the Customer. The contractual relationship will then be directly between the Customer and the third party. Unless otherwise agreed, the invoices of the subcontracted third parties shall be forwarded directly to the Customer for remittance and the Customer shall be obliged to pay them. The Provider's liability to the Customer for errors and omissions of subcontracted third parties is excluded to the extent permitted by law. The Provider may transfer the Main Contract with all rights and obligations to companies controlled by it or under common control (without the Customer's consent).

6. Instructions / contract amendments

The instructions required within the framework of the execution of the contract (incl. amendments to the contract) may be issued by the customer in writing or verbally. If verbal instructions are given, the customer is required to confirm them in writing without delay. The customer acknowledges and agrees that instructions which result in a change to the project contract may lead to price and / or deadline

adjustments. The Provider shall inform the Customer of any changes to the contract (including price and/or schedule adjustments) upon receipt of a written instruction or confirmation. If the customer wishes to limit the group of persons authorized to give instructions to certain persons, he must inform the provider of this in writing. Otherwise, the Provider may assume that all persons of the Customer (including any auxiliary persons of the Customer) are authorized to issue instructions.

7. Fees

The services of the provider and the payment modalities are exclusively defined in the Main Contract.

All prices are net prices, i.e. exclusive of the respectively valid legal taxes.

Sales tax. The service is provided at the times specified in the Main Contract with the customer. Unless otherwise agreed with the Provider, the Customer shall be obliged to pay in advance. The agreed remuneration is payable directly with due upon conclusion of the contract. In the case of agreed installment payment, the first installment is due upon conclusion of the contract, the subsequent installments in each case in a time interval of 30 days.

Unless otherwise agreed, prices are to be quoted in Swiss francs.

8. Use of work results

Unless the Main Contract provides otherwise, the Provider grants the Customer, after full payment of the fee, a non-exclusive, non-transferable and

non-sublicensable right, limited to the place of performance and the duration of the Main Contract, to use the Work Results created by the Provider or third parties in fulfillment of the Main Contract (communication campaigns, websites, communication concepts, advertising materials, design, graphic drafts and sketches, texts, images, photos, cinematic works, analyses, software applications, sounds, animations, etc.), hereinafter referred to as "Work Results"). Materially, this right of use is limited to the scope specified in the Main Contract or to the fulfillment of the purpose of the Main Contract. Unless otherwise stipulated in the Main Contract, the customer may edit or modify the work results. The use of work results brought to the attention of the (potential) customer in the context of presentations (e.g. pitches) requires the prior written consent of the provider. The compensation of possible third party rights to work results (e.g. third party rights to image material used) is the responsibility of the customer. The provider may charge the customer for any compensation paid for this purpose.

9. Use of identifiers

Without the prior consent of the provider, the customer is not entitled to use or refer to company names, logos and trademarks of the provider. The provider reserves the right to name customers and to show examples of already published work for reference purposes.

10. Behavior and consideration

The customer has to ensure the usual behavior of a bona fide businessman towards the provider. The provider reserves the right to pursue any unlawful and / or improper or groundless statements about the provider and its services, whether by customers, competitors or other third parties, in particular untrue statements of fact and abusive criticism, under civil law and also without prior notice to bring criminal charges. When participating in programs and services of the provider, the customer must promote the content-free continuation thereof and ensure through commercially adequate behavior towards the provider and other participants. However, if the customer impairs the operation and / or provision of the programs and services of the provider through inappropriate behavior, the provider will ask the customer once to stop the impairments. In case of repetition, the Provider shall then be entitled to exclude the Customer from its programs and services temporarily or permanently. The claim to remuneration in these cases remains unaffected.

11 Liability and warranty

The provider is liable to the customer only for fraudulently concealed warranty defects. Outside of warranty defects, the provider shall be liable to the customer for intentional and grossly negligent conduct. The liability for subcontracted third parties is governed by [Section 5 GTC](#).

Claims of the customer for damages are excluded. In the event of a breach of material contractual obligations, the

Provider shall only be liable for the foreseeable damage typical for the contract if such damage was caused by simple negligence, unless the Customer's claims for damages are based on injury to life, limb or health. Essential contractual obligations are those which are directly necessary for the provision of the service. The limitations also apply in favor of the legal representatives and vicarious agents of the provider, if claims are asserted directly against them. The stipulated limitations of liability do not apply insofar as the provider has fraudulently concealed the defect or has assumed a guarantee for the quality of the item. The same applies insofar as the provider and the customer have reached an agreement on the condition of the item.

12. Secrecy

Both parties undertake to keep secret all business transactions and information of the other party which become known to them in the course of the cooperation. This obligation to maintain secrecy shall apply beyond the term of this contract. Not covered by this confidentiality obligation, however, are the work results which the Provider and/or the Customer may use in accordance with [Clause 8](#). Furthermore, information which is publicly accessible, which was already in the possession of the other party prior to the conclusion of the contract or contract negotiations, as well as information which a party has lawfully received from third parties without connection to the project contract, is not subject to confidentiality. A non-disclosure agreement signed prior to the conclusion of

the contract shall be deemed an integral part of this contract.

13. Information, advance performance and cooperation obligations of the customer

The Customer undertakes to inform the Provider of all facts relevant to the performance of the Main Contract and to provide him with all information and documents required for this purpose. If the Customer provides data, information and documents for the purpose of fulfilling the main contract and for the creation of essential components of work results (see also [Section 8 GTC](#).) or if it provides them to the Provider in any other way, the Customer shall provide the Provider with all data, information and documents in accordance with the agreed specifications. If these specifications are not completely fulfilled, the provider is authorized to stop the work on the creation of the work results until the corresponding data, information and documents are correctly provided. The additional costs and other consequences, in particular the consequences of time delays in connection with data provided too late or defective, shall be borne by the Customer. When providing *data* or other information, the Customer is obligated to provide the Provider with the information necessary for the delivery of the work results within the period agreed upon in the project order. The consequences of late provision or deficient information shall be borne by the Customer. In the event of improper, in particular late provision or subsequent change of order by the customer, no

guarantee shall be assumed for compliance with the agreed delivery date or the achievement of the agreed performance. The Provider's full claim to remuneration shall remain valid even if the delivery of the work results is delayed or does not take place. The Customer shall provide the Provider with all authorizations and copyrighted rights of use, ancillary copyrights and other rights required for the use of the work results made available in the booked electronic media in accordance with the order, in particular the right to reproduce, distribute, transmit, process, store in and retrieve from a database, in terms of time, place and content to the extent required for the execution of the project order. The fulfillment of the contract and in particular the compliance with binding deadlines and dates require that the customer always fulfills his obligations to perform and cooperate in advance in a timely manner. The customer undertakes to take the necessary precautions to ensure that it can meet its obligations to perform and cooperate at all times.

14. Data protection, consent to

Data processing and contact

The protection of personal data has top priority for the provider. The provider therefore informs separately in the privacy policy about the collection, storage and processing of personal data and about the rights of the data subjects in this regard. The customer confirms these

Provisions before using the services of the provider to the knowledge of to have taken and to agree with it.

The customer revocably consents to being contacted by the provider and companies associated with him by means of remote communication (e.g. e-mail, SMS, telephone, messenger services). If the customer objects to being contacted by the provider, the customer must inform the provider in writing. In the declaration of objection, all means of contact that are not desired must be named. Incompleteness in this regard is not the responsibility of the provider. The customer revocably consents to the storage and processing of all personal data left by the customer with the provider. The Customer revocably consents to the use of cookies within the Provider's services, to the evaluation, storage and aggregation of the Customer's user behavior and to the processing and transmission of the personal data and user profiles left with the Provider for marketing and advertising purposes to third companies from non-EU/EEA countries).

15 . Data and registration

The Provider shall be obligated, at the Customer's request, but no later than in the event of termination, to transfer to the Customer all work results created under the Project Agreement in reproducible formats (to be agreed), if and to the extent that the Customer has acquired the intangible property rights to such work results or a corresponding right to use the work results and has paid the compensation owed for this. Insofar as the

Provider has registered trademarks, designs, domain names as well as social media accounts in its own name in fulfillment of the main contract, the Provider shall be obligated upon first request to arrange for the transfer of the registration to the Customer.

16. Retention and destruction of documents

The Provider shall keep design data (and other data of the Customer) available until the fulfillment of a project contract or completion of a project. Unless otherwise agreed in the Main Contract and subject to statutory retention obligations, the Provider shall not be obligated for the retention and archiving of Customer's data beyond the fulfillment of a Main Contract or the completion of the respective project. Upon expiration of the applicable legal and/or contractual retention obligations, the Provider may destroy the Customer's data (whether in analog or digital form) (including communications with the Customer). Furthermore, the Provider shall not be obliged to retain its internal notes and documents.

17. Contract duration and termination

The term of the contract is based on the Main Contract. The right to terminate the main contract at any time for important reasons for which the terminating party is not responsible remains reserved. In the event of premature termination by the customer for good cause, the provider's

claim to remuneration shall remain unaffected. The customer retains the We reserve the right to prove that the supplier has not suffered any loss or a significantly lower loss damage has occurred.

18. Payment modalities

The remuneration contractually owed by the customer will be invoiced by the provider. Payment shall be made by bank transfer. Unless otherwise agreed, payment shall be made in Swiss francs (CHF). Payment of the purchase price is due immediately upon conclusion of the contract. In the case of agreed installment payments, the first installment is due upon conclusion of the contract, the subsequent installments each at an interval of 30 days. If the due date of payment is determined according to the calendar, the customer is already in default by missing the deadline. In this case, he shall owe the Provider interest on arrears for the year at the rate of five percent. The obligation of the customer to pay default interest does not exclude the assertion of further damages caused by delay and other claims for damages by the provider

19. Assignment

The Customer may not assign the Main Contract and all claims, rights and obligations deriving therefrom without the Provider's prior written consent.

20. Non-solicitation

For the duration of the cooperation and up to one year after termination of the cooperation, the customer undertakes not to directly or indirectly entice away, hire or engage as consultants any employees, business managers or directors among themselves. Indirect enticement includes, but is not limited to, actions by affiliated companies

A penalty in the amount of CHF 100,000 is payable for any violation of the non-solicitation clause.

Customer shall be subject to the exclusive jurisdiction of the courts at the registered office of the Provider.

21. Severability clause

Should one or more provisions of these GTC be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a provision that comes as close as legally possible to the economic purpose of the invalid provision.

22 Jurisdiction and Applicable Law

The main contract (incl. these GTC) shall be governed exclusively by Swiss law and shall be construed and interpreted in accordance therewith. The application of Swiss and international private law as well as the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 is explicitly excluded. Any disputes arising out of or in connection with these GTC or the main contract between the Provider and the