

General Terms and Conditions.

GENERAL PROVISIONS.

These "General Terms and Conditions" apply exclusively to all transactions between the Customer and the Agency. Any conflicting terms and conditions of the Customer shall become effective only if expressly recognized by the Agency in writing. Any stipulations deviating from or supplementing these "General Terms and Conditions" must be made in writing. Should any provisions of these "General Terms and Conditions" be or become invalid, this shall not affect the validity of the remaining provisions or any contracts concluded on the basis thereof. The invalid provision shall then be replaced by a valid one that comes as close as possible to the meaning and purpose of the invalid provision.

CONTRACT CONCLUSION.

The Agency's offers are non-binding and subject to change. The Customer shall be bound by its order for two weeks from receipt of the same by the Agency. Orders placed by the Customer shall be deemed accepted only upon written confirmation of the respective order by the Agency unless the Agency otherwise indicates that it accepts the order, for example by becoming active on the basis of the order.

PERFORMANCE AND FEE.

Unless otherwise agreed, the Agency's claim for remuneration for each individual performance shall commence as soon as the same has been rendered. The Agency is entitled to demand advance payments to cover its expenses. The Agency shall receive a fee of 20% of the total financial volume that has been handled through it for the performances rendered and compensation for the rights of use. All performances by the Agency that are not expressly covered by the agreed fee shall be remunerated separately. This applies in particular to all ancillary performances by the Agency. All cash expenses incurred by the Agency that go beyond normal business operations (e.g. for courier performances, extraordinary shipping costs or travel, etc.) shall be reimbursed by the Customer.

Cost estimates provided by the Agency are, as a matter of principle, non-binding. If it is foreseeable that the actual costs will exceed the Agency's written estimate by more than 20%, the Agency shall notify the Customer of the higher costs. The cost exceedance shall be deemed approved by the Customer if the latter does not object in writing within three days of this notification, concomitantly announcing more cost-effective alternatives. The Agency is entitled to adequate remuneration for all work carried out by the Agency that is not executed for whatever reason. By payment of this remuneration, the Customer does not acquire any rights to such work; rather, concepts, drafts and similar that have not been executed must be returned to the Agency without delay. Performances that are charged by the hour will be invoiced per 15 minutes (0.25 hours). One-quarter of the agreed hourly rate will be charged for each 15 minutes that has commenced.

The agreed prices are indexed on the basis of the Consumer Price Index (*Verbraucherpreisindex*; VPI) 2015, published on an ongoing basis by

Statistik Austria. The starting point for the indexation is the index figure published for the month in which the Agreement commences. The agreed prices may be adjusted once a year on the basis of the last index figure published in the previous year with effect from the beginning of the following calendar year. The starting point for further adjustments will then be the index figure upon which the respective adjustment is based.

PRESENTATIONS.

For participation in presentations, the Agency is entitled to an adequate fee, which shall at least cover the Agency's entire personnel and material expenses for the presentation as well as the costs of all external performances. If the Agency does not receive an order after the presentation, all performances provided by the Agency, in particular the presentation documents and their content, shall remain the Agency's property; the Customer shall not continue to use them in any form whatsoever and the documents shall instead be returned to the Agency without delay. If the ideas and concepts submitted in the course of a presentation are not utilized for the solution, the Agency is entitled to use elsewhere any of the ideas and concepts that were presented. Disclosure of presentation documents to third parties or their publication, reproduction, distribution or other dissemination is not permitted without the express consent of the Agency.

PROPERTY RIGHTS AND COPYRIGHT PROTECTION.

All performances by the Agency, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, prototypes, etc.), including individual parts thereof, shall remain the property of the Agency, as shall the individual workpieces and original designs, and may be reclaimed by the Agency at any time – in particular upon termination of the Agency Agreement. By paying the fee, the Customer only acquires the right of use (including reproduction) for the agreed purpose and scope of use. Unless otherwise agreed with the Agency, the Customer may only use the Agency's performances on a personal and exclusive basis in Austria, and only for the duration of the Agency Agreement. Changes to any of the Agency's performances by the Customer are permissible only with the express consent of the Agency and – if and insofar as the performances are protected under copyright law – the originator. The Agency's consent is required for any use of the Agency's performances beyond the originally agreed purpose and scope of use, irrespective of whether these performances are protected under copyright law. For this, the Agency and the originator are entitled to separate adequate remuneration; the fee stipulated in the Agency Agreement shall as a matter of principle be adequate, but the remuneration shall amount to at least 7.5% of the compensation paid by the Customer to those third parties commissioned respectively with the production, distribution or publication. The Agency's consent is likewise required for use after expiry of the Agency Agreement of any of the Agency's performances for which the Agency has developed conceptual or design templates – irrespective of whether such performance is protected under copyright law. As consideration, the Agency is entitled to the full agency

fee as agreed in the expired contract, ordinarily 15%, in the 1st year after the end of the contract. In the 2nd and 3rd year after expiry of the contract, this shall be only one-half and one-quarter of the fee agreed in the contract, respectively. No agency fee is payable from the 4th year after the end of the contract.

MARKING.

The Agency is entitled to refer to the Agency and, if applicable, the originator on all performances provided by the Agency, without the Customer being entitled to any compensation for this.

AUTHORIZATION.

All performances provided by the Agency (in particular all preliminary drafts, sketches, final artwork, brush prints, blueprints, color prints, mockups, proofs of concept, prototypes) must be checked by the Customer and released for approval within three days. If not released in due time, they shall be deemed approved by the Customer. In particular, the Customer shall have the legal permissibility of the Agency's performances checked, especially with regard to competition and trademark law. The Agency shall arrange for in-depth legal examination only at the written request of the Customer; the Customer shall bear the associated costs.

DEADLINES.

The Agency shall endeavor to meet the agreed deadlines. However, failure to meet a deadline shall entitle the Customer to assert the rights to which it is legally entitled only if it has granted the Agency a grace period of at least 14 days. This period begins with the receipt of a reminder letter to the Agency. Compensation for damages due to delay shall be payable only in the event of intent or gross negligence on the part of the Agency. Inevitable or unforeseeable events – in particular delays associated with the Agency's contractors – shall in any case release the Agency from compliance with the agreed delivery date.

PAYMENT.

The Agency's invoices are due promptly net cash without any deductions from the invoice date, unless otherwise agreed. In the event of late payment, interest on arrears at the current rate of 12% per year shall be deemed agreed. Delivered goods and services remain the property of the Agency until full payment has been effected. The Customer may offset or assert a right of retention only against undisputed or legally established claims.

WARRANTY AND COMPENSATION.

The Customer must assert and substantiate any complaints in writing within three days of performance by the Agency. In the event of justified and timely complaints, the Customer only has the right to have the performance improved by the Agency. In the event of justified notification of defects, the defects shall be remedied within a reasonable period of time, whereby the Customer shall permit the Contractor to take all measures necessary to investigate and remedy the defects. Reversal of the onus of proof pursuant to § 924 of the ABGB (Austrian Civil Code) is excluded; existence of the defect at the time of handover must be demonstrated by the Customer. Claims for damages by the Customer, in particular due to delay, impossibility of performance, positive breach of contract, culpa in contrahendo, defective or incomplete performance, consequential harm caused by a defect, or due to unauthorized actions,

are excluded unless based on intent or gross negligence on the part of the Agency. The Agency accepts no liability whatsoever for the Customer's documents provided to it for handling.

LIABILITY.

The Agency shall carry out the work entrusted to it in compliance with the generally recognized principles of law, and inform the Customer in good time of any significant risks that it detects. However, the Customer itself shall be held responsible for compliance with the statutory regulations, in particular those relating to competition law, explicitly including those relating to the measures and solutions proposed by the Agency. The Customer shall approve a measure or solution proposed by the Agency only once it has satisfied itself that the same is unobjectionable under competition law (trademark law), or if it is prepared to solely bear the risk associated with the implementation of the measures or solutions (the use of the trademark). Any liability of the Agency for claims asserted against the Customer on the basis of the measures or solutions (the use of a trademark) is expressly excluded if the Agency has fulfilled its information obligations; in particular, the Agency shall not be held liable for legal costs, the Customer's own legal fees or costs of judgment publications, nor for any claims for damages or similar claims by third parties. In the event that a claim is made against the Agency itself due to implementation of a measure or solution (the use of a trademark), the Customer shall indemnify and hold harmless the Agency; the Customer shall thus compensate the Agency for all financial and other disadvantages (including immaterial damage) incurred by the Agency as a result of any claim by a third party. The Contractor shall be held liable for damages only if and insofar as intent or gross negligence on its part can be demonstrated within the scope of the statutory provisions. Liability for minor negligence is excluded. The aggravated party must prove the existence of gross negligence.

APPLICABLE LAW.

The legal relationship between the Customer and the Agency shall be governed exclusively by Austrian law.

PLACE OF FULFILLMENT AND LEGAL VENUE.

The place of performance is the registered office of the Agency. The legal venue for all disputes arising directly between the Agency and the Customer shall be the Austrian court of local and substantive competence for the registered office of the Agency. However, the Agency is also entitled to bring action before another court with jurisdiction over the Customer.