

**GENERAL TERMS AND CONDITIONS of
BAZZOKA Creative GmbH**

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1. Validity, Conclusion of Contract

- 1.1 BAZZOKA Creative GmbH (hereinafter "the Agency") provides its services exclusively on the basis of the following terms and conditions (T&Cs). These apply to all legal relationships between the Agency and the client, even if no specific reference is made to them.
- 1.2 The version applicable at the time the contract is entered into shall be the definitive version. Deviations from these and other supplementary agreements with the client are only effective if they are confirmed in writing by the Agency.
- 1.3 The client's own T&Cs will not be adopted, even if these have been made known, unless otherwise explicitly agreed in writing in a particular case. The Agency explicitly does not accept the client's T&Cs. Any further objection to the client's T&Cs by the Agency is not required.
- 1.4 The client will be notified of any amendments to these T&Cs and these will be deemed to be agreed if no objection to the amended T&Cs is received from the client in writing within 14 days; the client is reminded of the consequences of objecting to the T&Cs.
- 1.5 If any provision of these T&Cs is not effective, this shall not affect the validity of the remaining provisions and the contracts concluded on the basis thereof. The non-effective provision shall be replaced by one that comes closest to it in sense and purpose.
- 1.6 The offers of the Agency are non-binding.

2. Social media channels

Before the client's order is placed, the Agency explicitly states that providers of "social media channels" (e.g. Facebook, hereinafter: Providers) reserve the right to reject or remove advertisements and content for any reason according to the Providers' terms of use. The Providers are therefore not obliged to transmit content and information to their users. Therefore, there is risk that is not quantifiable by the Agency that advertisements and content may be removed without grounds. In the case of a complaint by another user, contents are usually immediately removed while the Providers provide the opportunity for a countering statement to be made. In this case it may take some time for the rightful situation to be restored. The Agency operates on the basis of the Providers' terms of use over which it has no influence, and bases a client's order on them. Specifically, the client accepts on ordering that these terms of use (partly) define the rights and obligations of any possible contractual relationship. The Agency applies their best efforts to conscientiously carry out the client's order and adhere to the known policies of "social media channels." Due to the

currently valid terms of use and the simple ability of each user to assert rights violations and thus to achieve a removal of the contents, the Agency cannot guarantee that the mandated campaign is available at all times.

3. Protection of concept and ideas

If the potential client has previously invited the Agency to create a concept, and the Agency has complied with this invitation before conclusion of the main contract, the following provisions shall apply:

- 3.1 The potential client and the Agency enter into a contractual relationship ("Pitching Contract") when the Agency has accepted the potential client's invitation to undertake such work. These general T&Cs shall also form the basis for this contract.
- 3.2 The potential client acknowledges that the Agency renders costly inputs in this concept development before the client assumes any obligations.
- 3.3 The concept is protected by copyright law in its verbal and graphic contents, insofar as these have been developed into a working model. The potential client is not permitted to use or work on these contents without the consent of the Agency on the basis of copyright law.
- 3.4 The concept also contains advertising-relevant ideas that have not been developed into a working model and thus do not enjoy the protection of copyright law. These ideas are at the beginning of each creative process and can be defined as the igniting spark of everything coming later and therefore as the basis of the marketing strategy. Therefore, those elements of the concept which are unique and give the marketing strategy its characteristic appearance are protected. For the purpose of this Agreement these ideas would mean in particular advertising slogans, advertising copy, graphics and illustrations, advertising materials, etc., even if they do not evolve into a working model.
- 3.5 The potential client undertakes not to use or permit the commercial use of the creative advertising ideas presented by the Agency as part of this concept other than in the context of a formal contract to be entered into at a later stage.
- 3.6 If such a contract is not entered into, the parties to the contract accept and agree that the Agency has presented the potential client with a new idea. If the idea is used by the client, it will be accepted and agreed that the Agency has undertaken meritorious work.
- 3.7 The potential client may be released of their obligations under this item by paying an appropriate amount in compensation, plus value added tax at the statutory rate. This release will only take place after the payment of compensation has been received by the Agency in full.

4. Scope, project execution and client's obligation to cooperate

- 4.1 The scope of the services to be provided is set out in the terms of reference in the Agency agreement or, where applicable, order confirmation by the Agency, as well as any other briefing protocol ("Offer Documents"). Subsequent changes to the scope of services to be provided must be confirmed in writing by the Agency. The Agency is granted complete

freedom of design in the fulfilment of the order subject to the framework defined by the client.

- 4.2 All services of the Agency (in particular all preliminary drafts, sketches, final artwork, proofs, blueprints, copies, colour proofs and electronic files) must be checked by the client and approved within three working days of receipt by the client. In the absence of any notification to the contrary, they will be deemed to have been approved by the client.
- 4.3 The client will make available to the Agency in a timely and complete manner all information and documents that are necessary for the provision of the service.
The client will inform the Agency of all circumstances that are of importance in the implementation of the order, even if these only become known during the implementation of the order. The client shall bear the costs that arise if work is delayed or has to be repeated by the Agency as a result of incorrect, incomplete or subsequently amended details.
- 4.4 Furthermore, the client is obliged to verify the documents made available for the implementation of the order (photos, logos, etc.) for any copyrights, trademark or hallmark rights or other rights of third parties (Rights Clearing) and guarantees that the documents are free from the rights of third parties and can, therefore, be used for the intended purpose. The Agency shall not be held liable in the event of minor negligence or after fulfilling its duty to warn – at least in the internal relationship with the client – for any violation of such rights of third parties through documentation made available. If a claim is brought against the Agency for such a violation by a third party, the client shall indemnify and hold the Agency harmless; the client shall compensate all losses incurred as a result of a claim by a third party, in particular the costs of appropriate legal representation. The client undertakes to assist the Agency in the defence of any claims of third parties. The client shall make all documents available to the Agency for this purpose without being requested to do so.

5. External Services/Commissioning of Third Parties

- 5.1 The Agency is entitled at its sole discretion to provide the service itself, to make use of competent third parties as vicarious agents in providing contractual services, and/or to substitute such services ("External Service").
- 5.2 Third parties will be commissioned to provide an External Service either under their own name or acting for and on behalf of the client. The Agency will select these third parties carefully and make sure that they possess the required professional qualifications.
- 5.3 Where the Agency commissions necessary or agreed External Services, the contractors will not be vicarious agents of the Agency.
- 5.4 The client has to continue to meet obligations to third parties which extend beyond the contract period. This also expressly applies in the event of termination of the Agency agreement for an important reason.

6. Timescales

- 6.1 Indicated delivery or performance periods are only approximate and non-binding, unless expressly agreed as binding. Delivery schedules to be considered as binding shall be recorded and confirmed in writing by the Agency.
- 6.2 If delivery or performance by the Agency is delayed for reasons beyond its control, such as force majeure and other unforeseeable events which cannot be avoided by reasonable means, the performance obligations shall be suspended for the duration and the extent of the obstacle and the deadlines shall be extended accordingly. If such delays last more than two months, the client and the Agency shall be entitled to cancel the contract.
- 6.3 If the Agency shall be in default, the client may only withdraw from the contract after allowing the Agency a reasonable period of grace of at least 14 days and after this period has elapsed. Damage claims by the client for non-performance or delay are excluded, except on proof of intent or gross negligence.

7. Early cancellation

- 7.1 The Agency is entitled to terminate the contract for important reasons with immediate effect. An important reason in particular exists, when:
 - a) due to reasons for which the client is responsible, the execution of the service is either impossible or despite allowing a grace period of 14 days continues to be further delayed;
 - b) the client continues to be in default of substantial obligations under this contract, such as payment of an overdue amount or obligations to cooperate, despite a written notice with a period of grace of 14 days.
 - c) there are legitimate concerns as to the client's creditworthiness and the client fails to provide either advance payments or suitable security at the Agency's request before performance of the Agency's obligations.
- 7.2 The client is entitled to terminate the contract for important reasons with immediate effect. An important reason exists in particular if the Agency continues to violate material provisions of this Agreement despite a written warning with a reasonable grace period of at least 14 days to remedy the contract infringement.

8. Fees

- 8.1 Unless otherwise agreed, the Agency is entitled to claim their fees for each individual service as soon as it has been delivered. Where an order value is EUR 10,000 or above, or in the case of orders over an extended period, the Agency is entitled to send interim invoices or advance invoices or, at its discretion, to require payments on account.
- 8.2 The fee excludes VAT which will be added at the statutory rate. In the absence of specific agreement in any individual case, the Agency is entitled to remuneration at market rates for services provided and the transfer of copyright and trademark law licenses.
- 8.3 All services rendered by the Agency which are not explicitly covered by the agreed fee will be paid for separately. All of the Agency's out-of-pocket expenses are to be reimbursed by the client.

8.4 The Agency is entitled to the agreed remuneration for all work it completes, even if the results are not implemented by the client, irrespective of the reason. The credit provision of § 1168 of the ABGB (Civil Code of Austria) is excluded. By paying the fee, the customer acquires only the right to use the services already provided and concepts written to date. Other concepts which are unexecuted and/or not paid for, drafts and other documents are to be immediately returned to the Agency. The customer acquires no rights of use of such materials if not purchased by the customer.

9. Payment, retention of title

- 9.1 Fees are due immediately upon receipt of invoice and without deduction, unless special payment arrangements are agreed in writing in individual cases. This also applies to cash and other expenses which will be passed on in full. The delivered goods remain the property of the Agency until full payment of the agreed fee including all ancillary liabilities incurred by the Agency.
- 9.2 In the event of default of payment, statutory default interest at the rate applicable for business transactions will be charged. Furthermore, the client will compensate the Agency for expenses for reminders and collection charges incurred in the event of late payment unless they are necessary for appropriate legal action. This includes at least the cost of two reminders at usual market rates, as well as a reminder from a lawyer instructed to collect the debt. This does not prejudice the right to assert further rights and claims.
- 9.3 In the event of default by the client the Agency can demand immediate payment for all services provided including for other contracts with the client whether concluded in full or in part.
- 9.4 Furthermore, the Agency has the right to withhold further services until the outstanding amount has been paid (Right of Retention). The obligation to pay fees remains unaffected.
- 9.5 If payment by instalments has been agreed, then the Agency reserves the right to demand immediate payment of the entire outstanding debt in the event that any instalments or ancillary claims are not paid on time (Forfeiture of Instalment Agreement).
- 9.6 The client is not entitled to set off its own claims against claims of the Agency, unless the client's claim has been accepted in writing by the Agency or determined by a court.

10. Property rights and copyright

- 10.1 All services of the Agency, including those from presentations (e.g. suggestions, ideas, sketches, preliminary drafts, scribbles, final artwork, concepts, negatives, slides), as well as individual elements of it and the individual pieces of work and design originals remain the property of the Agency and may be reclaimed by the Agency at any time – especially on the termination of the contractual relationship. The client acquires the right of use for the agreed purpose on payment of the fee. Unless otherwise agreed, however, the client must only use the services of the Agency in Austria. In all cases, acquisition of usage and exploitation rights to the Agency's services are subject to full payment of the fees set by the

Agency. If the client uses the Agency's services before payment has been made in full, this use is under a loan relationship and can be cancelled at any time.

- 10.2 Amendments or reworking of the Agency's services by the client, in particular their further development by the client or by third parties, are only permitted with the express consent of the Agency and – as far as the services are protected by copyright – the author.
- 10.3 Any use of the Agency's services which go beyond the purpose and scope of use originally agreed – regardless of whether or not this use is protected by copyright – requires the consent of the Agency. The Agency and the author shall set a separate appropriate remuneration for this.
- 10.4 The consent of the Agency is also required for use after the Agency contract has ended of the Agency's services or of advertising material for which the Agency has developed conceptual or design templates, regardless of whether or not that service is protected by copyright.
- 10.5 In the case of uses pursuant to paragraph 4, the Agency is entitled to claim the full remuneration as agreed in the last contract for the first year after the contract ends. In the 2nd and 3rd year after the contract expires the remuneration will be half and a quarter of the agreed contractual rate respectively. From the 4th year after the contract expires, no agency fee will be payable.
- 10.6 If the client violates these provisions, they will be liable for double the normal amount of reasonable fees to the Agency for such use.

11. Identification

- 11.1 The Agency is entitled to be identified on all advertising media and all advertising as the originating Agency and/or the author, without the client being entitled to claim payment.
- 11.2 The Agency is entitled at any time, but subject to written revocation by the client, to include the client's name and company logo in its own advertising and in particular on its Internet site as an existing or former client relationship (References).

12. Warranty

- 12.1 The client must report any defects immediately, but no later than eight days after delivery/completion by the Agency, in writing with a description of the fault. Defects which are not immediately apparent must be similarly reported within eight days after identification of the same; otherwise, the service shall be deemed approved. In this case the assertion of warranty and claims for damages as well as the right of any contestation on grounds of defects shall be excluded.
- 12.2 In the event of a justified and timely complaint, the client shall be entitled to rectification or replacement of the goods/service by the Agency. The Agency will remedy the defects within a reasonable period of time, and the client will allow the Agency to take all measures necessary for the investigation and rectification. The Agency has the right to refuse to rectify the service if this is not possible or if it involves a disproportionately high level of expense

for the Agency. In this case, the client is legally entitled to amend the order or to request a reduction in the price. In the case of improvements being required to defective physical items, the client must deliver them at their expense.

- 12.3 It is also the client's responsibility to thoroughly check the goods/services for legal admissibility, particularly regarding competition, trademark, copyright and administrative aspects. The Agency is only obliged to make a rough check of legal admissibility. When the content has been prescribed or approved by the client, the Agency shall not be liable in case of minor negligence or after fulfilling its duty to warn the client on the general legality of content.
- 12.4 The warranty period is six months from delivery/provision of service. The right of recourse against the Agency in accordance with § 933b para 1 ABGB expires one year after delivery/provision of service. The client does not have the right to withhold payment on account of defects. The presumption provision in § 924 of ABGB is excluded.

13. Liability and Product Liability

- 13.1 In cases of minor negligence the Agency and its employees, contractors or other suppliers ("People") cannot accept liability for the client's property or financial damages, regardless of whether these involve direct or indirect damages, lost profits or consequential damages, damages due to delay, impracticality, positive breach of obligation, negligence when entering into a contract, or defective or incomplete performance. Gross negligence must be proved by the injured party. If the liability of the Agency is excluded or limited, this also applies to the personal liability of its People.
- 13.2 Any liability of the Agency for claims levied against the client on the basis of services provided by the Agency (e.g. advertising campaign) is expressly excluded if the Agency has fulfilled its duty to warn or the complaint was not foreseeable, any negligence was slight and not harmful. In particular, the Agency shall not be liable for legal costs, client's lawyers' costs or costs for the sentence release, or for any indemnity claims or other third party claims; the client holds the Agency harmless in this respect.
- 13.3 Damages claims by the client shall lapse six months from first knowledge of the damage; but in any event three years after the infringing act of the Agency. Claims for damages are limited to the amount of the net order value.

14. Data Protection (visual emphasis according to court decisions)

The client agrees that their personal data are electronically maintained, stored and processed. These data include name/company, profession, date of birth, company registration number, powers of representation, contact person, business address and other addresses of the client, telephone number, fax number, email address, bank details, credit card information, VAT number for the purpose of fulfilling the contract and client care as well as for promotional purposes, for example for sending offers, advertising brochures and newsletters determined using automated (in paper and electronic form), as well as for the purpose of reference to the client's existing or former business relationship (reference). The

client agrees that electronic mail may be sent to them for publicity purposes until further notice.

This consent may be revoked at any time in writing, by email fax or letter to the contact details given in the header of these T&Cs.

15. Applicable law

The contract and all reciprocal rights and obligations contained therein and claims between the Agency and the client are subject to Austrian substantive law, under exclusion of the referral norms and UN commercial law.

16. Place of performance and jurisdiction

16.1 Performance is at the headquarters of the Agency. When goods are shipped, risk passes to the client once the Agency has delivered the goods to the chosen carrier.

16.2 It is agreed that the place of jurisdiction for all legal disputes between the Agency and the client arising out of this contractual relationship is the Agency's court in Salzburg. Notwithstanding this, the Agency is entitled to sue the client at its general place of jurisdiction.

16.3 Natural persons referred to in this contract in the masculine form refer to women and men equally. The respective gender-specific form is substituted where appropriate when referring to specific natural persons.

Whilst every effort has been made to provide an accurate translation, the German Text in the AGB is the definitive version.