

GRAND CENTRAL

General Terms and Conditions of GRAND CENTRAL GmbH (as of October 2025)

§ 1 Scope

(1) The following General Terms and Conditions ("GTC") of Grand Central GmbH (hereinafter "Grand Central") for the provision of services by Grand Central to business and public organisations apply exclusively; Grand Central does not recognize any terms and conditions of the customer that conflict with or deviate from these terms and conditions, unless Grand Central expressly agrees to their validity in writing.

(2) The following provisions shall apply in addition to, and serve to supplement and specify, the individual agreements contained in the contract. In the event of any conflict or inconsistency, the individual provisions set out in the contract shall take precedence over these GTC.

(3) These GTC shall also apply if services are agreed with the customer within the framework of the contractual relationship without separate reference being made to these GTC in each case.

§ 2 "Formation of Contract, Pitches

(1) Offers and cost estimates issued by Grand Central are generally non-binding and subject to change. Grand Central shall be bound by binding offers for a period of seven (7) days following receipt by the customer.

(2) A contract between Grand Central and the customer shall be deemed concluded when (i) an agreement has been signed by both parties, (ii) Grand Central has issued an order confirmation for an order placed by the customer, (iii) the customer has accepted a binding offer or cost estimate of Grand Central, or (iv) Grand Central carries out an order request from the customer.

(3) Within the scope of the contractual relationship, the customer may request separate consulting or other services from Grand Central verbally, in writing, or in text form. Such orders may be accepted by Grand Central either expressly or through performance. Unless separate remuneration has been expressly agreed in an individual case, such services shall be provided by Grand Central upon acceptance and performance on a time-and-material basis at its standard hourly rates.

(4) Any amendments or additions to the contract shall only be effective upon written confirmation by Grand Central, which may also be provided in text form.

(5) Grand Central retains all ownership rights, copyrights, and rights of use to all documents, presentations, and data (including illustrations, drawings, calculations, concepts, sketches, drafts, and other work results) that have been provided or presented to the customer as part of the acquisition process (in particular in the context of a competitive presentation or pitch) or as part of an offer or cost estimate. The customer is also obliged to keep such materials confidential. Any use of these materials or disclosure to third parties requires the express written consent of Grand Central.

§ 3 Scope of Services

(1) Grand Central shall provide the agreed services based on the customer's requirements and specifications communicated prior to the placement of the order. If a re-briefing, specifications, concept, script, or other service descriptions has been prepared on the basis of these requirements, such document shall form the basis of the services to be provided.

(2) Statements of Work and protocols prepared by Grand Central shall be deemed approved if the customer does not submit any change requests or comments in writing or in text form within one (1) working week of receipt.

(3) In relation to the creative and artistic development and implementation, Grand Central shall have creative freedom within the scope of any specifications provided by the customer. Unless otherwise agreed, the services shall generally comprise a conception, design, and implementation stage. Upon

GRAND CENTRAL

completion of each stage, its results shall form the basis for the next stage. Once the customer has approved or accepted the results of a stage, any deviating or additional requirements in a subsequent stage may only be requested subject to separate remuneration.

(4) Grand Central shall be entitled to engage subcontractors for the provision of its services.

(5) On the basis of a separate agreement, external services from suppliers or subcontractors, as well as services from influencers, may be commissioned by Grand Central on behalf of and for the account of the customer. If such approved third-party services are commissioned by Grand Central on behalf of the customer, the customer shall indemnify and hold Grand Central harmless from any and all liabilities arising therefrom. If the customer wishes to include its own terms and conditions in the order, these must be provided to Grand Central in due time prior to the placement of the order.

(6) The provision of source codes, master files, or raw data related to Grand Central's services is not included in the scope of services unless expressly agreed in writing. Any such provision requires a separate written agreement and additional remuneration. The same applies to the documentation of developments, in particular programming, which shall only be part of the services if expressly agreed. Access to or transfer of tools using artificial intelligence ("AI systems") that have been (co-)developed by Grand Central or trained, in whole or in part, with data from Grand Central shall likewise not be provided, even if such AI systems were used in the provision of services by Grand Central.

(7) Where the maintenance of a website by Grand Central has been agreed, such maintenance shall include the updating of content by posting or replacing provided materials and the rectification of malfunctions. Updates to the software used, as well as changes or further developments to the basic structure or functionalities of the website, shall require a separate agreement. Unless otherwise agreed, maintenance shall be remunerated on a time-and-material basis in accordance with Grand Central's current hourly rates.

(8) In relation to app development, the parties shall agree on the appropriate distribution platforms (app portal providers, e.g., Apple Inc.'s App Store). Grand Central shall comply with the technical and formal approval requirements of the respective app portal providers (e.g., submission or review guidelines) to the extent reasonably possible. However, Grand Central does not guarantee that an app will be approved for the respective app portal if such approval is denied for reasons beyond Grand Central's control, in particular where the approval criteria are at the discretion of the portal provider. In all other respects, § 3 (7) above shall apply accordingly to the maintenance of the app.

§ 4 Customer's Obligations to Cooperate

(1) To the extent necessary for the provision of services, the customer shall provide or make available to Grand Central, free of charge, all company and product information, data, texts, photos, films, and other materials or information (collectively, "Content") required for the performance of Grand Central's services. The Content shall be delivered in due time and accompanied by all necessary rights of use and consents. The customer warrants that it is entitled to use all Content provided. The customer shall be solely responsible for the completeness and accuracy of the Content; Grand Central shall not be obliged to verify this.

(2) Where services, products, or participants must be provided by the customer in order for Grand Central to fulfil its agreed service obligations, the customer shall be responsible for providing them in full and on time. The customer shall bear the costs associated with such services, products, and participants, and shall be responsible for securing all necessary rights and authorisations for their use.

(3) The customer shall cooperate appropriately in the performance of Grand Central's services, in particular in the design and implementation stages. In this context, the customer shall review and decide on test runs, presentations, acceptance tests, and other matters requiring coordination or approval promptly, carefully, and within reasonable limits. Complaints and change requests shall be communicated to Grand Central without undue delay. Where a test run is planned for approval or acceptance purposes, Grand Central shall coordinate the test procedure, location, timing, and the

GRAND CENTRAL

customer's required cooperation with the customer in due time prior to execution. If the customer does not approve or accept the service within a reasonable period after Grand Central has requested such approval or acceptance and set a corresponding deadline, or if the customer refuses approval or acceptance within this period on the grounds of an alleged defect or error, approval or acceptance shall be deemed to have been granted.

(4) Where necessary for the provision of services, the customer shall provide the technical specifications of its IT systems and/or host provider, as well as the required interface information or access data.

(5) If the execution of the order is delayed for reasons attributable to the customer, Grand Central may claim compensation in the amount of 0.15% of the total net remuneration for the order for each working day of delay, up to a maximum of 5% of the total net remuneration, as liquidated damages. The customer shall be entitled to prove that the actual loss is lower. Additional claims for damages shall remain unaffected. Grand Central shall also be entitled, after two unsuccessful requests for cooperation specifying reasonable deadlines, to demand partial payment corresponding to the value of the services provided by Grand Central to date. Any partial payments already made by the customer shall be deducted. Grand Central's right to terminate the contract due to failure of cooperation after the expiry of a reasonable grace period shall remain unaffected.

(6) If the customer is not entitled to use the content or products provided to Grand Central for the performance of the services, the customer shall fully indemnify and hold Grand Central harmless against any and all third-party claims for damages arising from such infringement and shall reimburse Grand Central for all associated costs of legal defence and/or any fines imposed by authorities. The same shall apply where the consent of a person provided by the customer for the use of their image or other personal data within the scope of Grand Central's services is not available or has been revoked. Insofar as Grand Central's content or products have been made available to third parties engaged by Grand Central (e.g., influencers), the aforementioned indemnification obligation of the customer shall apply accordingly to such third parties.

(7) Prior to the commencement of the order or project, the customer shall inform Grand Central of the available budget, which shall not be exceeded during planning and implementation. If the customer does not specify a budget limit, the customer shall compensate Grand Central for any resulting disadvantages and costs incurred.

§ 5 Termination, Cancellation Costs

(1) If the customer terminates a contract for work and services prematurely or cancels it without good cause, Grand Central may claim remuneration in accordance with Section 648, sentence 2 of the German Civil Code (BGB). In any event, Grand Central shall be entitled to the agreed remuneration for services already rendered. For services not yet rendered at the time of termination, Grand Central may claim at least 10% of the agreed remuneration for such services; however, the customer shall have the right to prove that the actual remuneration is lower.

(2) In the event of premature termination of an order, the customer shall reimburse Grand Central for all costs incurred by third-party service providers engaged by Grand Central on the basis of external costs approved by the customer, to the extent such costs are claimed from Grand Central following the premature termination of the order.

(3) A service agreement for periodic services with monthly remuneration for Grand Central, which may include a monthly retainer, may be terminated by either party in writing with three (3) months' notice to the end of a calendar month, unless a shorter notice period has been agreed. The right to terminate for good cause shall remain unaffected.

§ 6 Deadlines, Completion Dates, Acceptance

GRAND CENTRAL

(1) Dates and completion deadlines shall be non-binding unless expressly confirmed in writing by Grand Central.

(2) Deadlines and completion dates shall be extended by the duration of any delay resulting from force majeure or other events beyond Grand Central's control. In such cases, the customer shall be notified accordingly.

(3) All performance deadlines and completion dates shall only be binding if all documents, information, and declarations—particularly approvals or release declarations from the customer—have been received by Grand Central in a timely manner, complete, and fully readable. Grand Central shall not be responsible for any delay resulting from late, incomplete, or illegible documents, information, or declarations provided by the customer, from change requests made by the customer, or from extensions to the originally agreed scope of the order.

(4) The performance period shall be suspended for the duration of the customer's review of drafts, production samples, concepts, programming, test results, and similar materials, starting from the date the service is dispatched to the customer or made accessible to him, until Grand Central receives the customer's statement or response. Upon review and approval of the drafts or final artwork, the customer shall assume responsibility for the accuracy of all images and text.

(5) Where the services or works presented and/or delivered require acceptance by the customer, the customer shall accept them without undue delay unless material defects are present. The use or utilisation of the delivered works or services shall constitute deemed acceptance.

§ 7 Change Requests, Author's Alterations

(1) If, during the execution of the order, the customer requests additional services that deviate from the agreed scope of services and affect the remuneration and/or deadlines (hereinafter referred to as a "Change Request"), and if Grand Central considers the requested change to be reasonable, Grand Central shall submit a change proposal. The customer shall decide on the change proposal within five (5) working days. If no agreement is reached regarding the Change Request, or if the change proposal is not accepted, the originally agreed services shall continue to be performed.

(2) If Grand Central provides additional services at the customer's request without being contractually obligated to do so or are outside the scope of an agreed Change Request, such services shall be invoiced on a time-and-material basis at Grand Central's agreed or, alternatively, current daily or hourly rates.

(3) Corrections to Grand Central's services or works requested by the customer that do not constitute the rectification of defects or subsequent performance for which Grand Central is responsible (hereinafter referred to as "Author's Alterations") shall be remunerated separately. Unless expressly included in the agreed scope of services, Author's Alterations shall be performed and invoiced on a time-and-material basis at the agreed rates or, failing that, at Grand Central's current daily or hourly rates.

§ 8 Remuneration, Retainer, Calculation Risk, Foreign Taxes

(1) Grand Central's quoted prices are net amounts, exclusive of any statutory value-added tax (VAT) applicable in each individual case. The exchange rate on the date of the offer shall apply. If the exchange rate fluctuates by more than one percent (1%) during the execution of the contract, Grand Central may adjust its remuneration accordingly. The customer shall not be entitled to request an adjustment.

(2) Grand Central's remuneration shall be based on the type and scope of services described and calculated in the cost estimate or agreed order. Unless remuneration has been expressly agreed, it shall be determined according to the actual time spent, based on Grand Central's current hourly rates for the relevant service categories. If the total price stated in a cost estimate is expected to be

GRAND CENTRAL

exceeded by more than fifteen percentage (15%), Grand Central shall notify the customer without undue delay.

(3) Where the parties have agreed on a monthly base fee ("retainer") for the provision and performance of services and/or general consulting of the customer, such fee shall be payable in advance on the first working day of each month. Consulting and other services actually rendered shall be offset against the retainer in the month in which they are performed. Unused service quotas shall not be refunded or carried forward to the following month. If the services rendered in a month exceed the agreed retainer, such additional services shall be invoiced and paid separately. Offsetting against the retainer for the following month shall be excluded.

(4) Unless otherwise agreed, the remuneration shall include the provision of services and the granting of the agreed or appropriate rights of use. Licence fees for third-party works subject to a fee (e.g., music or similar) that have been agreed for use within Grand Central's services shall be invoiced separately.

(5) Travel and incidental expenses, as well as other out-of-pocket costs, shall be invoiced separately and, upon the customer's request, duly documented.

(6) If the customer causes additional costs beyond those originally planned (e.g., for production, shipping, logistics, customs clearance, etc.) as a result of subsequent changes or additions to the contract, such additional costs shall be borne by the customer. This shall also apply if such changes or additions cause the agreed budget limit to be exceeded.

(7) Where foreign suppliers or subcontractors charge value-added tax that is refundable to Grand Central under an input tax refund procedure, the customer shall exempt Grand Central from such foreign VAT. The gross invoice amount of the foreign supplier or subcontractor shall be invoiced to the customer as a net amount. Grand Central shall reimburse the customer for the refunded input tax immediately upon completion of the refund process, to the extent that the refund has been received. The customer shall also exempt Grand Central from any foreign withholding tax (e.g., Indian withholding tax), irrespective of whether such tax is refundable under a double taxation agreement. The amount of the withholding tax shall be invoiced to the customer as a net amount. In the event of a refund, Grand Central shall promptly reimburse the customer for the refunded amount.

§ 9 Terms of Payment

(1) Unless otherwise specified in the cost estimate or order agreement, invoices shall be payable net (without deduction) within fourteen (14) days from the invoice date. The deduction of cash discounts shall require a separate written agreement.

(2) After the order has been placed, Grand Central may request a reasonable advance payment from the total order value, amounting to at least thirty-three percent (33%) of the agreed remuneration. If the customer is more than ten (10) days in default with the payment of an instalment or interim invoice, Grand Central may withdraw from or terminate the contract. In the event of termination, Grand Central shall be entitled to claim remuneration for the services rendered.

(3) Where remuneration is based on time and material, the hours worked shall be invoiced at the end of each month, accompanied by a summary of the services performed. If an order with a fixed (flat-rate) remuneration extends over more than one month, the following payment terms shall apply unless otherwise agreed: one-third of the remuneration shall be payable upon placement of the order, one-third upon presentation of the first service results, and one-third upon acceptance or completion of the services.

(4) Grand Central shall be entitled to issue interim invoices for completed parts of an order.

(5) After execution of the order and, where applicable, acceptance, Grand Central shall issue a final invoice itemising all services, expenses, and costs, as well as any payments already made on account. The final invoice shall be payable immediately, without deduction and without the need for further substantiation.

GRAND CENTRAL

(6) The customer shall only be entitled to rights of set-off if its counterclaims have been legally established, are undisputed, or have been acknowledged by Grand Central. Furthermore, the customer may exercise a right of retention only to the extent that its counterclaim is based on the same contractual relationship.

§ 10 Access data

(1) Where the services include the setup, maintenance, and/or content management of the customer's communication channels (such as social media accounts, websites, apps, or other platforms) (collectively referred to as "Channels") or require the use of the customer's IT systems or cloud services (collectively referred to as "IT Systems"), the customer shall provide Grand Central with the corresponding administrator passwords or access credentials for such Channels and/or IT Systems. The following provisions shall apply in this regard.

(2) The type and scope of Grand Central's use of the access data and the Channels and/or IT Systems shall be contractually agreed and specified between the parties. Grand Central shall use the access data exclusively for the purpose of fulfilling its contractual obligations to the customer.

(3) The customer may, at any time, extend or restrict the type and scope of Grand Central's access to or use of the Channels and/or IT Systems, or prohibit such access entirely. Any resulting restrictions on Grand Central's ability to perform the agreed services shall not entitle the customer to claim any exclusion or reduction of the agreed remuneration.

(4) Grand Central undertakes to treat all access data as strictly confidential and shall not disclose such data to any unauthorised third parties. Each party shall promptly inform the other if any access data has been compromised, disclosed to unauthorised third parties, or otherwise lost from the control of an authorised person.

(5) Upon termination of the contractual relationship, or upon the customer's request, Grand Central shall irretrievably delete all customer access data relating to the Channels.

§ 11 Storage, Training Data

(1) Upon completion or termination of a project, Grand Central shall, upon the customer's request, return any documents or content provided by the customer. After six (6) months, Grand Central shall be entitled to delete or destroy such materials. There shall be no obligation to retain these documents or content for a longer period. Statutory retention obligations and any agreements concerning the processing of personal data provided by the customer—particularly data processing agreements—shall remain unaffected.

(2) Grand Central shall be entitled to use concepts, drafts, and work results created in connection with an order, as well as content and data provided by the customer, as training data for automated analysis to gain insights, in particular regarding patterns, trends, and correlations. Such use shall be limited exclusively to Grand Central's own AI systems. Grand Central shall ensure that any personal data is used for this purpose only in a strictly anonymised form. Any copies created for such use shall be deleted as soon as they are no longer required for this purpose.

§ 12 Copyrights, Rights of Use

(1) Unless otherwise agreed in writing, the rights of use to Grand Central's concepts, design services (including drafts and similar materials), software developments, films, animations, and other creative services (hereinafter collectively referred to as the "Works") shall only be granted to the customer after full payment of the agreed remuneration.

(2) Unless otherwise agreed in writing, the customer shall be granted a simple, non-exclusive right of use to the Works, unlimited in time and territory, for the agreed purpose. The disclosure of source

GRAND CENTRAL

code shall not be required unless the software is open source. The rights of use may not be transferred or sublicensed to third parties unless a separate written agreement has been concluded and the agreed remuneration has been paid.

(3) If, in deviation from the foregoing, an exclusive right of use has been expressly agreed in writing, such exclusivity shall apply only to the Works individually developed and created for the customer. This exclusive grant of rights shall not extend to general concepts, designs, programming, or other pre-existing works owned by Grand Central that are used in the performance of services for the customer. To the extent necessary to fulfil the agreed purpose, the customer shall be granted a corresponding non-exclusive right of use to such pre-existing works. The release of source code shall also require a separate, express agreement; otherwise, Grand Central shall have no obligation to provide it.

(4) The Works may not be modified, edited, or otherwise altered without Grand Central's express consent or prior written agreement. Digital versions of the Works—where their delivery does not constitute the main service—shall only be provided against separate remuneration and may likewise be altered or edited only with Grand Central's prior consent.

(5) The customer shall be obliged to credit Grand Central as the creator when using the Works, unless such attribution is not customary within the relevant industry.

(6) In the event of any culpable infringement of Grand Central's rights by the customer through use of the Works beyond the granted rights of use, the customer shall be required to pay a contractual penalty, the amount of which shall be determined by Grand Central at its reasonable discretion. In the event of a dispute, the amount of the contractual penalty shall be subject to judicial review by the competent court. Grand Central's right to assert further claims for damages exceeding the contractual penalty, as well as claims for injunctive relief, shall remain unaffected.

(7) Any suggestions or contributions made by the customer or its employees shall have no effect on the amount of remuneration and shall not establish any co-authorship or joint ownership rights.

(8) Grand Central's proprietary company-specific know-how, including but not limited to media purchasing methods, planning processes, and similar internal procedures, shall in all cases be excluded from the customer's rights of use.

(9) Grand Central shall be entitled to use the Works and services it has created for its own advertising and self-promotion purposes. Grand Central may refer to its work for the customer in its own marketing and public relations materials and may use the customer's logo for this purpose.

§ 13 Open source, Third-Party Works

(1) Where open-source software is used within the scope of Grand Central's services, the rights of use shall be governed exclusively by the applicable licence terms of such software. The customer shall be obliged to comply with all relevant information and licence obligations. The source code shall be disclosed and published by Grand Central in accordance with the applicable licence terms.

(2) Where royalty-free works from third-party providers (e.g., photos, films, designs, 3D animations) are used by Grand Central in its services or Works, the rights of use shall be granted in accordance with the licence terms of the respective providers, notwithstanding any of the foregoing or otherwise agreed provisions. The customer shall be obliged to observe these licence terms and any required rights of attribution. Grand Central shall inform the customer of the use of such royalty-free third-party materials.

(3) Where, in consultation with the customer, licensed and protected third-party works (e.g., music, software, films, designs) ("Third-Party Works") or models/performers are used within Grand Central's service results, the usage rights or consents obtained by Grand Central for this purpose shall be transferred or granted to the customer. Such rights are generally limited in time, territory, and purpose of use. Grand Central shall not be responsible for any further rights management. The customer shall be responsible for any extensions or expansions of usage rights. Upon expiry of the

GRAND CENTRAL

respective licence, the customer shall, at its own responsibility, cease use of the works and remove them from all media and communication channels. The same shall apply to the use of models or performers.

(4) Where Grand Central creates service results using third-party AI systems, Grand Central hereby informs the customer that such results may not be protectable and may be used or replicated by third parties. Where AI systems are used that have been (co-)trained with data from Grand Central, the parties agree that such results may only be used by the customer for the purposes specified in the order, and that any processing or disclosure to third parties shall not be permitted.

§ 14 Warranty

(1) Where Grand Central's services consist exclusively of consulting the customer, the customer shall be solely responsible for the use, implementation, and exploitation of the consulting results provided by Grand Central. Grand Central does not guarantee the success of its consulting services.

(2) The customer shall inspect the service results delivered by Grand Central without undue delay and shall notify Grand Central in writing or in text form of any apparent defects immediately upon receipt, and of any hidden defects immediately upon discovery. If no such notice is given in due time, the services shall be deemed approved with respect to any such defects.

(3) In the case of purchase, work, or work-supply contracts, if a defect in the services for which Grand Central is responsible exists, Grand Central shall be entitled, at its discretion, to remedy the defect or provide a replacement. In the event of defects of title, Grand Central shall, at its discretion and at its own expense, either modify or replace the service result so that no third-party rights are infringed while maintaining the contractually agreed quality, or procure the corresponding rights of use for the customer by entering into a licence agreement.

(4) If repair or replacement fails twice, the customer shall be entitled, at its discretion, to withdraw from the contract or to demand an appropriate reduction in remuneration. If a reasonable grace period has expired without result, the customer shall declare, within two (2) weeks of the expiry of such grace period, whether it intends to withdraw from the contract or continue to insist on performance.

(5) Grand Central does not guarantee the protectability or registrability of its services or Works.

(6) Grand Central shall not be responsible for any content or Works supplied by the customer, nor for any services, products, or contributors provided by the customer or their use within Grand Central's services.

(7) In cases where influencers are directly commissioned by Grand Central, the parties acknowledge that the influencer acts independently and is solely responsible for the design and formulation of the agreed posts, unless expressly agreed otherwise. Grand Central shall, in its agreements with influencers, ensure compliance with applicable legal requirements (e.g., labelling of advertising or sponsorship, separation obligations) and the prohibition of unlawful or criminal content; however, Grand Central shall not be responsible for the content of the influencer's posts.

(8) The warranty period for purchase, work, or work-supply contracts concluded with entrepreneurs shall be twelve (12) months from delivery or acceptance of the services.

(9) If Grand Central has expressed legal concerns regarding the customer's requested services and/or content, and the customer nevertheless instructs Grand Central to perform or create such services or content after having been informed of such concerns, Grand Central shall not be liable for the legal admissibility of such services or content. Should the customer request a legal review, such review shall be subject to separate remuneration.

§ 15 Liability

GRAND CENTRAL

(1) Any liability of Grand Central for the infringement of third-party intellectual property rights shall be excluded if (i) the asserted rights were not known or could not reasonably have been known to Grand Central, (ii) the contractual services are used in a manner not in accordance with the agreed purpose, (iii) the services are affected by results generated, in consultation with the customer, using a third-party AI system, and/or (iv) the infringement of intellectual property rights results from a modification made by the customer or a third party.

(2) Liability for data loss shall be limited to the typical recovery costs that would have been incurred if proper and regular data backups had been performed in accordance with the level of risk.

(3) Grand Central shall submit the templates, drafts, and similar materials it has created to the customer for review of the factual or content-related information contained therein. Upon the customer's approval of such templates and/or drafts, the customer shall assume sole responsibility for the accuracy of the content information.

(4) The customer acknowledges the risks inherent in third-party AI systems due to the use of unknown training data (e.g., potential future claims against the AI model itself). Where Grand Central uses a third-party AI system in the provision of services at the request or with the knowledge of the customer, Grand Central shall not be liable for any infringement of third-party rights resulting from the use of such AI tools, nor shall it guarantee the accuracy, protectability, or freedom from third-party rights of the results generated.

(5) Apart from the foregoing, Grand Central shall be liable without limitation in cases of intent and gross negligence, as well as for injury to life, limb, or health, and in cases of liability under the German Product Liability Act (Produkthaftungsgesetz).

(6) In cases of property damage or financial loss caused by negligence, Grand Central shall be liable only for breaches of material contractual obligations, and such liability shall be limited to the damage foreseeable and typical for the contract at the time of its conclusion. Material contractual obligations are those obligations whose fulfilment characterises the contract and on which the customer may regularly rely. In any event, Grand Central's liability in such cases shall be limited to a maximum of the agreed remuneration. All other liability shall be excluded.

(7) Where Grand Central's liability is excluded or limited, such exclusion or limitation shall likewise apply to its corporate bodies, employees, representatives, and vicarious agents.

§ 16 Data Protection

(1) Where Grand Central stores or processes personal data on behalf of the customer in the course of providing services, the parties shall conclude a separate data processing agreement within the meaning of Article 28 of the General Data Protection Regulation (GDPR).

(2) Where the customer provides Grand Central with personal data for the performance of services — in particular customer information, recipient addresses, or similar data — the customer warrants that such data may lawfully be used by Grand Central for the purpose of performing the agreed services, or that the necessary consent of the data subjects has been duly obtained.

(3) The customer may, at any time, request the return of the personal data provided to Grand Central and/or stored by Grand Central on the customer's behalf. Upon termination of the business relationship at the latest, Grand Central shall promptly return such data to the customer and delete it from its own systems.

§ 17 Confidentiality, Competition

(1) The customer shall be obliged to maintain strict confidentiality towards third parties with respect to all confidential information of Grand Central that becomes known to it. Confidential information means all business, operational, and technical knowledge, data, processes, and information that have actual or potential economic value for Grand Central and are subject to appropriate confidentiality

GRAND CENTRAL

measures (e.g., marked or otherwise identified as confidential). The customer shall not disclose, publish, or use such information for any purpose other than the performance of the contract. This confidentiality obligation shall continue to apply after termination of the contractual relationship.

(2) The customer shall ensure that equivalent confidentiality obligations are imposed on its employees, vicarious agents, and any third-party or external companies engaged by it.

(3) The customer shall store and secure all documents and electronic data containing confidential information in such a manner that they are protected against unauthorised access, use, or disclosure.

(4) Upon Grand Central's request, the customer shall immediately return or destroy all documents and materials containing confidential information provided by Grand Central. Where confidential information has been transmitted or stored in digital form, it shall be permanently deleted, and the deletion shall be confirmed to Grand Central, unless the customer is subject to a statutory archiving obligation.

(5) Grand Central shall not be subject to any non-competition obligation.

§ 18 Final Provisions

(1) The place of jurisdiction for all disputes arising between the parties shall be Düsseldorf, Germany. However, Grand Central shall also be entitled to bring an action against the customer at any other permissible place of jurisdiction.

(2) The place of performance for Grand Central's services shall be Düsseldorf. Notwithstanding this, Grand Central shall be entitled, at its own discretion, to perform the work required for the provision of services in whole or in part at another location and to deliver only the results of such services at the agreed place of performance.

(3) The business relationship and all legal relations between Grand Central and the customer shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

(4) Should any provision of these General Terms and Conditions be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by a valid provision that most closely reflects the economic intent of the invalid provision.

(5) The GTC of Grand Central is drawn up in both German and English. In the event of any dispute regarding the interpretation or construction of these GTC, the German version shall take precedence.