

General Terms and Conditions of Business

WEFRA LIFE Group

Version 2.0

Stand: 2026

1. Scope of application and Contractual Parties

- 1.1 These General Terms and Conditions of Business (hereinafter **Terms and Conditions**) of WEFRA LIFE CORPORATE GmbH and its specialist subsidiaries WEFRA LIFE SOLUTIONS GmbH, WEFRA LIFE MEDIA GmbH, WEFRA LIFE INTERNATIONAL GmbH, WEFRA LIFE INNOVATION HUB GmbH, WEFRA LIFE VENTURES GmbH, dk Life Science Communications GmbH and HEALTHY PROGRAMMATIC GmbH (hereinafter referred to individually and collectively as **WEFRA**) shall be integral to every quotation provided by WEFRA. They shall apply to any contract with WEFRA in relation to digital services, communication and advertising services, consultancy services, content creation, medical education, and event and production services. The specific WEFRA Life Group subsidiary providing the service and/or deliverables and concluding the contract is indicated in the quotation concerned.
- 1.2 These Terms and Conditions shall apply exclusively to business operators within the meaning of Section 14 of the German Civil Code (*§ 14 BGB*) and legal entities under public law, including ones with access to special public funds (hereinafter referred to collectively as **the Client**).
- 1.3 Any individual contracts agreed upon in writing between the parties shall always take precedence over these Terms and Conditions if and to the extent they deviate from these Terms and Conditions.
- 1.4 Any of the Client's conflicting or deviating general terms and conditions of purchase or business, or other terms shall only become integral to the contract if WEFRA and the Client have explicitly agreed to them in writing. Consequently, any of the Client's conditions that differ do not apply, even if WEFRA has not expressly objected to them or supplies the deliverables in full knowledge of such terms.
- 1.5 More specific provisions contained in any other current or future terms and conditions of WEFRA, such as conditions of use for platforms or project-specific agreements, shall always take precedence over the more general provisions in these Terms and Conditions.

2. Scope and provision of services

- 2.1 Any quotations provided by WEFRA are strictly without obligation. A contract (hereinafter, the **Contract**) does not come into force until WEFRA confirms the order in writing or commences provision of the deliverables.
- 2.2 The scope of deliverables that WEFRA is to provide is specified in the Contract. In particular, WEFRA shall supply the following deliverables, provided they are agreed in the Contract:
- Digital advertising and marketing services, such as online advertising, programmatic advertising and social media marketing
 - Content creation and editorial services, such as medico-scientific copy or image and video production
 - Campaign planning, management and evaluation
 - Website development and digital product development
 - Strategy consulting and market research in relation to healthcare and pharmaceuticals
 - Operation and maintenance of digital platforms and databases
 - Medical education and HCP communication
- 2.3 In the absence of any agreement to the contrary, WEFRA undertakes to deliver services of a reasonable standard, provided by suitably qualified personnel.
- 2.4 WEFRA is entitled to use subcontractors to provide its deliverables, including third-party companies outside the WEFRA LIFE Group. WEFRA shall remain responsible for fulfilling the contractual obligations at all times. WEFRA shall contractually oblige any subcontractors working in the healthcare and pharmaceutical sector to comply with the relevant regulatory requirements, in particular the German Health Services and Products Advertising Act (HWG), the German Medicinal Products Act (AMG) and the FSA Code.
- 2.5 Delivery dates and deadlines agreed between the parties shall only be binding where the Client has duly fulfilled in good time its obligations to cooperate as set out in Clause 3. WEFRA is not liable for any delays due to insufficient cooperation on the part of the Client.
- 2.6 Digital deliverables are handed over once they are available for access, dispatch or activation. The Client shall bear the risk associated with transmission from the

moment the deliverables are made available, no matter what medium is used for transmission.

- 2.7 The Client is only permitted to cancel the Contract in exceptional circumstances. It shall be cancelled in writing, specifying the WEFRA order confirmation number, and shall not take effect until WEFRA has provided written confirmation of the cancellation. The Client shall bear any cancellation costs incurred in relation to any subcontractors engaged. Work that WEFRA has already undertaken shall be remunerated on a time and expense basis in all cases.

3. The Client's obligation to cooperate and provide information

- 3.1 The Client is obliged to correctly provide to their full extent and in good time all information , documents, data, approvals and permissions (hereinafter **Cooperation Services**) that WEFRA requires to supply the deliverables. This particularly applies to:

- Product information, product characteristics and officially approved advertising and product materials
- Approval-relevant information and documentation (SmPC/summary of product characteristics, package leaflet)
- Details on the target group (healthcare professionals within the meaning of s. 2 HWG or the general public)
- Details of applicable internal compliance guidelines, pharmaceutical company requirements and FSA Code requirements
- Sign-off by the relevant Medical Affairs, Regulatory or Legal Departments
- Design specifications, CI/CD guidelines, image material and other materials supplied by the Client

- 3.2 The Client is responsible for the factual accuracy and regulatory compliance of all materials and information that it provides. The Client shall ensure that the content supplied, in particular, product claims, clinical data and safety information, meets the applicable requirements specified in the HWG, AMG, German Act against Unfair Competition (*UWG*) and professional regulations. WEFRA is entitled to regard the Cooperation Services provided by the Client as accurate and complete. It is not WEFRA's responsibility to verify that contents are correct, unless expressly agreed in writing.

- 3.3 If WEFRA becomes aware of any inaccuracies or omissions in the Client's Cooperation Services, particularly any potentially causing concern with regard to regulations or

legality, WEFRA is obliged to bring these to the Client's attention. However, the Client shall bear the risk of potential errors if they insist on proceeding despite such a warning.

- 3.4 If WEFRA needs to provide deliverables again due to incorrect, incomplete, untimely or subsequently modified Cooperation Services, or if the service is delayed for this reason, the Client shall bear any additional costs incurred. WEFRA is entitled to invoice such additional work at the hourly rates agreed in the Contract.
- 3.5 If the Client fails to supply the Cooperation Services required or to accept the deliverables provided within a reasonable period which WEFRA sets, WEFRA is entitled to terminate the Contract and charge for all work completed up to that point on a time and expense basis. Claims for compensation for any additional expenditure incurred as a result shall remain unaffected.
- 3.6 The Client undertakes to organise the approval processes for advertising materials in the healthcare and pharmaceutical sector in such a way as to ensure proper review by Medical Affairs, Regulatory Affairs and Legal prior to publication. WEFRA may rely on any approvals that the Client gives. Once such an approval has been granted, WEFRA is under no obligation to verify the material once more to ensure regulatory compliance.

4. Remuneration and terms of payment

- 4.1 The terms agreed in the Contract shall apply to remuneration. Unless agreed otherwise, WEFRA's current relevant hourly rates as specified in its price list shall apply.
- 4.2 All agreed prices shall be net prices subject to the applicable value added tax. Artists' social insurance contributions, customs duties, other charges, material costs and expenses (e.g. image licences, media buying, travel expenses) shall be itemised separately and invoiced to the Client.
- 4.3 Invoices issued by WEFRA are due without deductions within 14 (fourteen) days of the invoice date, or at the latest 10 (ten) days after the Client's confirmed receipt of the invoice, unless the Contract or the invoice itself specifies otherwise. If there is a delay in payment, WEFRA is entitled to charge statutory interest for late payment from the first day of delay in accordance with s. 288(2) German Civil Code.
- 4.4 Where WEFRA provides media deliverables, WEFRA is entitled to invoice them in the month preceding delivery, which will generally be by the 18th day of the month in question. Clause 4.3 of these Terms and Conditions applies in all other respects.

- 4.5 Should the Client require invoices to be submitted or processed through its own portal or a third-party portal, the Client shall bear all associated costs, including any transaction or usage fees that WEFRA incurs as a result of using this portal. WEFRA is entitled to add such costs to the invoice amount as applicable.
- 4.6 Any modifications to the scope of deliverables that the Client requests after the Contract has been concluded require a further written agreement. However, if WEFRA provides additional deliverables at the Client's request without such an agreement in place, WEFRA shall charge for such services on a time-and-materials basis as specified in its current price list.
- 4.7 WEFRA shall retain all copyrights and rights of use to be transferred in relation to the deliverables that it has provided until full payment of the fees due for the deliverables in question has been received. The rights of use shall be transferred or granted subject to condition precedent of full payment being received. In the case of physical deliverables (e.g. print materials, data storage devices), WEFRA retains title under the same conditions. If the Client is more than two (2) weeks late in making any payment, whether in whole or in part, WEFRA is entitled, without prejudice to any further rights, to declare all outstanding amounts immediately due and withhold further services until payment has been made in full.
- 4.8 The Client may only set off claims against WEFRA's payments if such claims are undisputed, have been confirmed by a final and binding court decision, or WEFRA has recognised them in writing, and only if they arise from the same contractual relationship. Likewise, the right of retention may only be exercised in respect of counter-claims arising from the same contractual relationship that are undisputed or confirmed by a final court decision.
- 4.9 WEFRA is entitled to request reasonable advance payments or interim payments for deliverables involving substantial material costs or third-party services (e.g. media buying, production).

5. Rights of use and copyright

- 5.1 WEFRA retains all copyright, usage and ancillary copyrights for the deliverables it produces, including concepts, copy, graphics, layouts, source codes and campaign materials, as do any third-party rights holders. WEFRA shall grant the Client the usage rights to the extent agreed in the Contract once the agreed payment has been made in full.
- 5.2 Unless the Contract expressly provides otherwise, the Client shall receive a simple, non-exclusive right of use for the materials that they receive from WEFRA. This right is limited to the duration of the Contract and in scope to its stated purpose and cannot

be transferred or sub-licensed. WEFRA's express written consent must be obtained before any deliverables are edited, processed, modified or reused for purposes outside the scope of the Contract.

- 5.3 If WEFRA's deliverables are published, the Client must credit WEFRA as the originator or executing agency in a manner customary in the industry, provided this is standard practice in the medium and context in question and is not precluded by any agreement with the end client.
- 5.4 WEFRA is entitled to use the Client's name and logo as a reference in its own promotional material, including on the Internet and within the context of awards, unless the Client objects to such usage in writing.
- 5.5 WEFRA retains all rights in relation to WEFRA's in-company tools, methods, presentations, drafts, layouts, source codes, raw data and other means of production that do not form part of the contractually agreed final products. WEFRA is under no obligation to hand over such materials unless handover is required to achieve the purpose of the Contract and has been expressly agreed for a separate fee.
- 5.6 If the Client provides WEFRA with materials, such as logos, images, copy and data, they guarantee that no third-party rights exist to these materials that would prevent WEFRA from using them. They agree to indemnify WEFRA against any third-party claims arising from such use.

6. AI-generated contents

- 6.1 The Contractual Parties agree that intellectual property rights do not currently protect content generated using AI tools and that legislation on this field has not been fully established yet. In view of this situation, the Parties shall agree on the following:
 - a) WEFRA undertakes to
 - Verify whether AI-generated content may be lawfully transferred for commercial use
 - Record the prompts used and the changes made to the generated outputs
 - Submit a full list of the AI tools used
 - b) WEFRA shall take due care to verify that no third party rights are infringed. However, WEFRA does not provide any guarantee or warranty that the content is free from third-party rights. WEFRA is not liable for any third-party rights infringements that stem from the inherent nature of AI tools, including training using copyright-protected material where WEFRA was unaware of copyrights,

provided that WEFRA acts with due diligence throughout. In such cases, WEFRA shall assign to the Client any claims it may have against the AI tool provider to the extent that such assignment is permitted under the provider's terms of use.

- c) Prior to delivery to the Client, WEFRA shall clearly label all content created using AI tools, including content derived from AI-generated outputs, as “created with AI assistance”.
- d) WEFRA does not accept any responsibility for infringements of rights caused by third parties in connection with AI-generated content.
- e) The Client also acknowledges that changes may be introduced regarding legislation at both a national and European level. The Parties undertake to renegotiate the provisions in this clause in good faith after any such changes.
- f) The Client confirms that it understands that the owner of the AI tools may, at its sole discretion and at any time, modify the rights granted to the Agency and accordingly agrees to accept any amendments to the usage rights that the Agency licenses or assigns to the Client in respect of works generated with the assistance of AI.

6.2 Where transferable rights are created for AI-generated content, or WEFRA licenses such rights, WEFRA grants the Client the contractually agreed usage rights in accordance with this Contract. The Client accepts that AI tool providers may amend the rights that they grant to WEFRA at any time and without notice; should this occur, the Parties shall adapt their agreement on usage rights accordingly.

7. Special obligations in relation to healthcare and pharmaceuticals advertising

7.1 All the promotional materials, campaigns and other communications deliverables that WEFRA creates for healthcare and pharmaceuticals advertising must meet the applicable regulatory requirements, especially:

- The German Health Services and Products Advertising Act (*HWG*) in its current version
- The German Medicinal Products Act (*AMG*), especially Sections 3a, 10 et seq. (mandatory disclosures in advertising)
- the Medical Device Regulation (*MDR/IVDR*) and the German Medical Device Law Implementation Act (*MPDG*) in relation to the advertising of medical devices and in vitro diagnostic devices

- The German Act against Unfair Practices (*UWG*);
 - The codes issued by the FSA (the German Voluntary Self-Regulation Body for the Pharmaceutical Industry – *Freiwillige Selbstkontrolle für die Arzneimittelindustrie e.V.*) and the IWW (publishing and training body), if the Client is subject to these codes;
 - The provisions in healthcare professions legislation and the professional codes of conduct for doctors, pharmacists and other healthcare professionals if communication is directed at members of these professional groups.
- 7.2 As the originator and party responsible for advertising statements (Section 2 HWG: “Those who conducts advertising”), the Client bears sole responsibility for the content-related and regulatory accuracy of all advertising messages, product claims, clinical data and safety instructions. This particularly applies to the consistency of advertising messages with the approved summary of product characteristics (SmPC) and the package leaflet.
- 7.3 The Client shall provide WEFRA, in good time, with all necessary up-to-date information for the mandatory disclosures (in particular, short-form disclosures within the meaning of s. 4 HWG for public advertising of non-prescription medicines and mandatory disclosures for advertising to specialist audiences under s. 10 HWG). WEFRA accepts no liability for the accuracy of contents in mandatory disclosures provided by the Client.
- 7.4 The Client shall ensure that advertising for prescription medicines (the Rx advertising prohibition under s. 10 HWG) is directed exclusively at specialist audiences as defined in s. 2 HWG (doctors, dentists, veterinary surgeons, pharmacists and other persons who are allowed to come into contact with medicines).
- 7.5 Promotional materials must not contain any misleading statements within the meaning of s.s. 3 HWG, 5, 5a UWG. WEFRA is entitled to draw the Client’s attention to formulations that are evidently misleading. The Client bears responsibility for content in statements being accurate to the best of their knowledge and on the basis of the documents they have provided.
- 7.6 Advertising activities that benefit members of the healthcare professions in a manner that breaches the prohibition of benefits under s. 7 HWG, s.s. 299a and 299b StGB (bribery and corruption in the healthcare sector) or the FSA Code are not permitted. The Client undertakes to inform WEFRA about all activities which contain benefits for members of the healthcare professions so that WEFRA can assess their compliance with regulations.

8. Pharmacovigilance and reports of side effects

- 8.1 Should WEFRA receive reports of suspected adverse reactions (ADR), patient-related or product-related complaints, or other spontaneous reports concerning the Client's medicinal products or medical devices during the course of providing the deliverables, in particular while managing social media, online platforms or other communication channels, WEFRA is obliged to forward these to the Client without delay, within 24 hours of receipt at the latest. Reports shall be forwarded using the forms and processes provided by the Client. WEFRA is not authorised to report such messages to the authorities itself; such an obligation rests with the Client as the marketing authorisation holder. The Client shall provide WEFRA with the necessary contact details and forms before WEFRA commences provision of deliverables.
- 8.2 WEFRA shall ensure that all its staff managing channels or platforms with patient contact receive training on the basics of pharmacovigilance before commencing their work. The Client shall provide the training materials to WEFRA free of charge. WEFRA shall keep records of these training sessions and provide proof of them on the Client's request.
- 8.3 If the WEFRA manages digital communication channels on behalf of the Client, such as social media profiles, comment functions, forums or email in-boxes accessible to the public, it must monitor these channels for incoming messages, comments and other contents on a regular basis, daily as a minimum on working days, and review these for any pharmacovigilance-relevant content.
- 8.4 The Client and, if regulations require it, the relevant marketing authorisation holder (MAH) are entitled to conduct risk-based audits, or have these conducted by third parties which they have appointed, in order to verify WEFRA's compliance with their pharmacovigilance-related obligations. WEFRA shall provide all the documents required for audits, grant access to any relevant systems and premises, and cooperate fully with auditing. The same shall apply correspondingly to inspections by the authorities.
- 8.5 WEFRA shall ensure that any subcontractors, including freelancers and content creators contracted by WEFRA, are aware of the pharmacovigilance obligations and training sessions stipulated in this Clause 8. WEFRA shall accept no liability for any actions or omissions by these subcontractors. The subcontractors shall make any reports directly to the Client.
- 8.6 If any authorities, third parties or competitors impose or assert claims, fines or prohibition orders against WEFRA due to alleged breaches of the HWG, AMG, UWG or other regulatory requirements and these are based on content approved by the Client or on information they have provided, the Client shall indemnify WEFRA

against such claims, including reasonable legal defence costs. This shall not apply if the claim is due to a culpable breach of obligations on the part of WEFRA.

9. Warranty

- 9.1 The Client must inspect deliverables that WEFRA supplies immediately after receiving them and notify WEFRA in writing of any obvious deficiencies or defects immediately, at the latest within seven (7) working days after their receipt. Immediate notification must be given in writing of any hidden defects upon discovery. If the Client fails to give notice of defects or is late in doing so, they shall forfeit their warranty claims regarding the defects that they did not report or did not report in good time, insofar as this is permitted in business dealings.
- 9.2 If a defect attributable to WEFRA is identified, WEFRA may, at their sole discretion, either remedy the defect or provide a deliverable free from defects by way of subsequent performance. WEFRA is entitled to make two attempts at subsequent performance. If subsequent performance ultimately fails, the Client may reduce remuneration or, in the case of a major defect, withdraw from the Contract.
- 9.3 WEFRA's obligation is limited to the professional provision of services (service contract) and does not extend to guaranteeing any specific business result, such as audience reach, conversion rates or sales growth, unless an express written commitment to such a result has been agreed. Consequently, failure to achieve a specific commercial result shall not constitute a defect.
- 9.4 Any warranty claims the Client may have against WEFRA shall expire one year after the applicable statutory limitation period commenced. The foregoing shall not apply to claims for damages arising from loss of life, physical injury, harm to health, gross negligence or intentional misconduct, for which the statutory limitation periods shall apply.

10. Liability and limitation of liability

- 10.1 WEFRA shall be liable for claims for damages brought by the Client in accordance with the following provisions, irrespective of the legal basis.
- 10.2 Where WEFRA, their legal representatives or vicarious agents acted with slight negligence, liability shall be limited to typical damage foreseeable at the time the agreement was concluded. In any event, the amount shall be limited to the total net remuneration which the Client paid to WEFRA in the 12 months preceding the event causing the damage. Liability for slight negligence shall only exist in cases where an essential contractual obligation (a cardinal obligation) has been breached, i.e. an obligation whose fulfilment is essential for the agreement to be fulfilled properly and

compliance with which the Client may generally rely on. Liability for slight negligence shall be excluded in respect of breaches of any other, non-essential obligations.

- 10.3 The aforementioned liability limitations shall not apply in cases of:
- Intentional or grossly negligent conduct on the part of WEFRA, their legal representatives or vicarious agents
 - Loss of life, physical injury or harm to health
 - Claims based on the German Product Liability Act (*ProdHaftG*)
 - Claims based on warranty expressly acquired
- 10.4 WEFRA is not liable for loss or damage for which it is not responsible. In particular, it is not liable for loss or damage due to inadequate Cooperation Services provided by the Client, the actions of third parties outside WEFRA's control, or due to force majeure events.
- 10.5 Wherever WEFRA's liability is excluded or limited, this limitation shall also apply accordingly to the personal liability of WEFRA's employees, workers, representatives and vicarious agents.
- 10.6 Unless expressly agreed in writing, the legal review of advertising materials does not form part of WEFRA's deliverables, particularly regarding law on copyrights, competition, trademarks, and health services and products advertising. Consequently, and subject to Clause 8 of these Terms and Conditions, WEFRA shall not be liable for the legal admissibility of contents that the Client has approved or provided. This shall apply, in particular, if WEFRA has advised the Client of legal concerns, but the Client has nonetheless insisted on proceeding.
- 10.7 If WEFRA merely passes on the subcontractors' deliverables to the Client, its liability shall be limited to negligence in its selection of subcontractors. If requested, WEFRA shall assign to the Client any relevant claims they may have against the subcontractor.
- 10.8 If third parties pursue claims against WEFRA, whether for an injunction, damages or other claims, on account of the design and/or content of their deliverables, the Client shall indemnify WEFRA against such claims and against reasonable costs of legal defence, provided that the claim is based on content which the Client approved or provided and is not due to a culpable breach of duty on WEFRA's part.

11. **Secrecy and confidentiality**

- 11.1 Both parties undertake to treat as confidential all confidential information received from the other party during the course of their contractual relationship and use such

information only within the scope of the contractual relationship. In particular, such information includes trade secrets, technical data, production methods, customer lists, strategic plans, information on pricing and conditions, as well as presentations, concepts and campaign strategies. This agreement to confidentiality also extends beyond the end of the contractual relationship.

- 11.2 WEFRA undertakes to protect the Client's confidential information from access by third parties and not reproduce it or make it available to third parties without the Client's consent. This applies especially to product-related, regulatory and medical-scientific information belonging to the Client.
- 11.3 The Client undertakes to treat all confidential information belonging to WEFRA as confidential, in particular, concepts, strategies, calculations and methods, and pass it on to their own employees only to the extent necessary. The Client must also ensure that those employees keep it confidential by means of suitable agreements. Consultants and service providers who are bound by professional confidentiality obligations or who have undertaken in writing to maintain confidentiality shall not be regarded as third parties for the purposes of this provision.
- 11.4 The obligation to maintain confidentiality shall not apply to information (i) that was publicly known or accessible at the time of disclosure, or becomes public through no fault of the receiving Party; (ii) of which the receiving Party gains knowledge by means other than the disclosing Party and without breaching confidentiality obligations; (iii) that the receiving Party has created independently without recourse to the disclosing Party's confidential information.
- 11.5 Furthermore, it shall not apply if a party is required to disclose confidential information due to a statutory obligation or final or binding order by a court or government authority. In such a case, the Party legally required to disclose shall inform the other Party beforehand in good time if this is legally permitted.
- 11.6 The statutory rights and obligations under the German Trade Secrets Act (*GeschGehG*) shall remain unaffected by the foregoing provisions. S. 5 *GeschGehG* applies accordingly.

12. Data protection

- 12.1 WEFRA and the Client shall process personal data which they obtain or receive in connection with the contractual relationship with WEFRA solely in accordance with the applicable data protection provisions, in particular the EU General Data Protection Regulation (GDPR). WEFRA shall provide the Client with WEFRA's technical and organisational measures (Art. 32 GDPR) on request.

- 12.2 If WEFRA processes personal data of the Client's customers, users or other data subjects on the Client's instruction during the course of providing the deliverables, the Parties shall enter into a separate data processing agreement as specified in Art. 28 GDPR before any such processing commences.
- 12.3 If the Client forward third parties' personal data to WEFRA, they confirm that this transfer, and WEFRA's subsequent processing of it, comply with the applicable data protection provisions. In particular, they confirm that there is sufficient legal basis for the processing and that any necessary consents have been obtained from the data subjects concerned.
- 12.4 Handling data concerning health as specified in Art. 9 GDPR requires special protective measures. Where necessary, the Parties shall enter into separate agreements regarding the processing of such data and shall ensure compliance with the stricter requirements in Art. 9(2) GDPR.
- 12.5 Should the Client provide WEFRA with contact details for the purpose of sending newsletters or other electronic messages, the Client bears sole responsibility for ensuring that the recipients concerned have given valid consent (proof of opt-in) to sharing their data with WEFRA and receiving such messages and that all requirements in s. 7 UWG have been met.

13. Duration, termination and end of the Contract

- 13.1 The duration of the contract is indicated in the contract or quote. Where deliverables are provided on an ongoing basis, the duration shall begin on the date on which both parties last sign the Contract.
- 13.2 Where WEFRA provides deliverables for the Client on an ongoing basis – that is, deliverables are supplied on a continuous or regular recurring basis over time, based on a master agreement or another arrangement designed to be long-term in nature, ordinary termination shall be possible subject to three (3) months' notice to the end of a quarter but no earlier than the end of the agreed minimum contract term. If no minimum contract term has been agreed in the Contract, a minimum term of one year shall apply, with termination possible at the end of the first full year of the Contract. In the case of fixed-term agreements, there shall be no right to ordinary termination before the agreed term comes to an end.
- 13.3 The right of both parties to terminate this Contract for good cause remains unaffected. Good cause shall exist for WEFRA particularly if:
- The Client is in default, wholly or in part, with payments due for a period exceeding four (4) weeks

- Insolvency proceedings are initiated against the Client’s assets, are rejected due to lack of sufficient assets, or an application for such proceedings is made
- The Client breaches core contractual obligations and fails to cease the breach despite a written warning and a deadline having been set
- The Client induces WEFRA to provide deliverables that contravene statutory regulations, in particular those in the HWG, AMG or UWG, and insists that they be supplied despite WEFRA pointing out the irregularity
- Continuing the Contract is unacceptable for WEFRA on account of changes to the legal or regulatory framework, and the Client has objected to a corresponding amendment to the Contract as defined in Clause 15 of these Terms and Conditions

13.4 Notice of termination must be given in text form as a minimum (s. 126b BGB) and may therefore be forwarded by email. Any termination by the Client should be forwarded to legal@wefra.life.

13.5 Once the Contract has ended, all outstanding remuneration for deliverables provided up to that point becomes payable immediately. WEFRA shall be entitled to invoice in full for any expenses and costs incurred before the Contract came to an end (for example, for production costs and media space already booked).

14. Force majeure

14.1 WEFRA shall not be liable for partial or complete non-fulfilment of its obligations if this non-fulfilment is attributable to circumstances that were unforeseeable when the Contract was concluded and WEFRA is unable to prevent them using reasonable means (**force majeure events**). Such events shall entitle WEFRA to extend deliverable and delivery deadlines for the duration of the event plus a reasonable period for resuming operations.

14.2 Force majeure events include, in particular: natural disasters, fire, flooding, earthquakes, strikes, business closures ordered by the authorities, war (whether declared or not), terrorism, sabotage, pandemics, epidemics, and cyberattacks on essential infrastructure, provided that WEFRA could not have prevented these with reasonable security or safety measures.

14.3 WEFRA shall inform the Client of any force majeure event without delay. If the event last longer than 90 (ninety) days, either Party is entitled to terminate the Contract without notice. In such cases, any partial deliverables already provided shall be remunerated on a pro rata basis.

15. Amendments to these terms and conditions

- 15.1 WEFRA shall be entitled to modify these terms and conditions with effect for the future, insofar as this is necessary due to changes in the legal situation, case law or other major changes to the underlying circumstances. Amendments that have a significant and lasting adverse effect on the balance between the deliverables and payment to the Client's detriment, or that change the essence of the scope of supply, are not permitted and shall require the Client's express agreement.
- 15.2 WEFRA shall give the Client written or email notice of any amendments to these Terms and Conditions at least six (6) weeks before they are scheduled to take effect. In doing so, they shall indicate the content of the amended provisions and the date on which they are scheduled to come into force. The amendment shall be deemed approved unless the Client objects to it in text form (s. 126b BGB) before the six-week period ends with the date on which WEFRA receives the objection being the deciding factor. The Client shall be expressly and clearly advised of this legal consequence in the notification of the amendment.
- 15.3 Should the Client object to an amendment to these Terms and Conditions within the permitted time period, the Contract shall continue under the previous terms. If the changed circumstances make it unreasonable for WEFRA to continue the Contract under the existing terms, WEFRA shall be entitled to terminate the Contract on giving one (1) month's notice.

16. Final provisions

- 16.1 These Terms and Conditions and all Contracts between WEFRA and the Client are subject to the law of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and of any provisions under German private international law that indicate a different jurisdiction.
- 16.2 Provided the Client is a trader, a legal entity under public law, or a trust under public law, the sole venue for all disputes arising out of or in connection with these Terms and Conditions and the contracts concluded on their basis shall be the place where WEFRA has its registered office (currently, Frankfurt am Main). WEFRA may, as an alternative, initiate proceedings at the Client's general venue of jurisdiction. This agreement on the venue of jurisdiction shall apply exclusively to the Client.
- 16.3 Unless agreed otherwise, the place of performance for deliverables and payments shall be WEFRA's principal place of business.

- 16.4 Subsidiary agreements and additions to or deviations from these Terms and Conditions shall require written form. This also applies to rescinding the requirement for written form itself. Text form (s. 126b BGB) shall suffice where these Terms and Conditions expressly state that this is adequate. Any verbal subsidiary agreements are invalid.
- 16.5 Should one or more provisions in these Terms and Conditions or the Contract be or become invalid or unenforceable, the validity of the remaining provisions shall remain unaffected. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision that most closely reflects the financial purpose of the invalid provision and the presumed intentions of the Parties. The same applies to any omissions in this agreement.
- 16.6 These Terms and Conditions together with the Contract in question constitute the entire agreement between the Parties in relation to the subject matter of the Contract and replace all earlier verbal or written agreements on the matter, except where an express individual contract exists between the Parties