

Terms of Service Mutate

Effective date: 12.10.2026

1. Scope and Contract

1.1 These Terms apply to all services provided by Mutate Studio by Christian Heins, Pellwormstraße 29, 22846 Norderstedt, Germany ("Mutate", "we", "us"), to businesses, i.e. persons or entities acting in the exercise of their commercial or independent professional activity (the "Client"). Mutate does not contract with consumers.

1.2 A contract is concluded when the Client signs a proposal, statement of work ("SOW") or separate signature page that refers to these Terms. The version of these Terms provided with the proposal applies to that contract.

1.3 If the proposal or SOW conflicts with these Terms, the proposal or SOW takes precedence.

1.4 The Client's own general terms and conditions do not apply, even if Mutate does not expressly object to them.

1.5 A proposal is valid for 30 calendar days from its issue date unless it states otherwise. Mutate plans its capacity by quarter and reserves a start slot for each proposal; on request, validity may be extended.

2. Services

2.1 Mutate provides branding services in three phases, which together form the Client's brand project (the "Project"). Each phase is agreed separately in its own proposal or SOW, and the phases need not follow one another directly:

Character. Mutate analyses who the Client truly is: a brand study, a competitive audit and a positioning brief, which together form the strategic foundation of the brand.

System. Mutate builds a scalable brand system on that foundation, including visual identity, brand guidelines and templates (for example pitch and proposal templates).

Implementation. Mutate supports the rollout of the brand, including an asset library, launch support, employer branding materials and brand management.

2.2 The specific deliverables, quantities, formats and milestones of each phase are set out in the proposal or SOW. Only the completed and approved deliverables listed there are "Final Deliverables".

2.3 The phases build on each other, but each is contracted on its own: the Client may stop after any phase, and the later phases are not pre-agreed. Mutate quotes the System and Implementation phases as fixed prices once the preceding phase is completed, and the Client is free to realise them with Mutate or elsewhere. Mutate may decline to start the System or Implementation phase if the preceding phase has not been completed with Mutate or if the strategic foundation is missing or insufficient. If the Client brings a strategy developed elsewhere, Mutate may offer a strategy review at a fixed fee before the System phase begins.

2.4 Requests beyond the agreed scope are quoted separately.

2.5 If a separately agreed preliminary project (for example a focused one-off deliverable) is followed by a phase of the Project within the period stated in the proposal, its fee is credited against the fee of that phase as stated in the proposal. Otherwise the preliminary project stands alone.

3. Fees and Phase Quotes

3.1 Fees are fixed for each phase and for the scope described in its proposal or SOW. The first proposal for a Project may also state an indicative range for the later phases; this range is not binding.

3.2 The first proposal for a Project covers the Character phase. After the Character phase is approved, Mutate quotes the System phase and, once that is approved, the Implementation phase, each as a fixed price based on the results of the preceding phase. A quote is valid for 30 calendar days from its issue date; after that, Mutate may update the fee and timeline.

3.3 Because each phase is contracted separately, the Client may end the Project after any phase without further obligation. If during a phase Mutate identifies work that is necessary for a successful result but not covered by that phase's proposal, Mutate informs the Client in writing and offers a choice between (a) adjusting the fee and/or timeline for the extended scope, or (b) reprioritising the scope within the existing fee. No change takes effect without the Client's written approval. If the parties cannot agree, either party may end the current phase, and clause 10.4 applies.

3.4 A faster timeline than the one Mutate would normally propose for a phase is possible subject to availability and an express surcharge stated in the proposal.

3.5 Additional work agreed in writing is charged at a day rate of €750, billed in half-days, unless the proposal states otherwise.

3.6 Travel costs (including visits for workshops and team meetings) and third-party costs (for example licences, printing, stock material) are charged at cost if stated in the proposal or approved by the Client in writing in advance.

4. Payment

4.1 On signing the proposal or SOW for a phase, the Client pays a deposit of 50% of that phase's fee. Mutate begins work on the phase once the deposit has been received. The deposit is a non-refundable advance payment and is credited against the fee of

that phase. It is refunded only if Mutate ends the contract without good cause or the Client ends it for a material breach by Mutate.

4.2 The remaining 50% of the phase fee (the "delivery fee") is invoiced when the milestone of that phase is reached under clause 5.4.

4.3 Invoices are due within 14 calendar days of issue and are payable by bank transfer to the account stated on the invoice. Other payment methods may be accepted at Mutate's discretion; any associated fees are borne by the Client.

4.4 In case of late payment, statutory default interest for commercial transactions applies (§ 288 BGB), plus a one-time flat fee of €40. Mutate may suspend all services, including the delivery of deliverables and project files, until payment is received in full.

4.5 All prices are net, in euros, plus applicable VAT. For services to businesses in other EU member states that provide a valid VAT identification number, the reverse charge procedure applies and the Client accounts for VAT in its own country. For clients outside the EU, the applicable tax rules apply.

4.6 The Client may set off only claims that are undisputed or finally established by a court.

5. Revisions, Milestones and Approval

5.1 Objective defects. Objective defects are errors, missing deliverables or deviations from the proposal or SOW (for example incorrect file formats). The Client must report obvious defects in writing within 7 calendar days of handover and hidden defects promptly after discovery. Mutate corrects verified defects free of charge.

5.2 Revision rounds. Each phase includes one (1) revision round. The Client may use it at any time during the Project, and unused rounds carry over to later phases of the same Project, subject to the following rules:

(a) A revision round is one consolidated set of written feedback from the Client's named contact on the deliverables of the phase currently open.

(b) No more than two rounds may be used in a single phase.

(c) A revision round cannot be applied to a completed phase.

(d) Unused rounds have no cash value and expire if the next phase is not booked within 12 months of the last milestone, or at the end of the Project.

(e) Further rounds beyond those included are charged at the day rate under clause 3.5.

5.3 Feedback period. The Client gives feedback within 14 calendar days of handover. If no feedback is received, Mutate sends a written reminder that points out the consequence described here. If there is still no feedback 14 calendar days after the reminder, the phase is deemed approved.

5.4 Milestones. Each phase ends with a milestone, set out in the proposal and confirmed at the start of the phase. A milestone is reached when the Client approves the phase deliverables in writing (email suffices) or when the phase is deemed approved under clause 5.3. Reaching a milestone constitutes acceptance of the phase deliverables and locks all results of that phase.

5.5 Changes to locked results. Changes to locked results are not revisions. A request to reopen locked results is subject to a flat reopening fee of €750 per request, covering the assessment and up to one day of changes. Further work is charged at the day rate. Mutate also quotes any effect on later phases and on the timeline. Objective defects remain covered by clause 5.1. Changed circumstances at the Client (for example a merger or a change of leadership) are scope changes and are quoted separately.

5.6 Final recourse. If the Client remains dissatisfied after corrections, Mutate may offer one final correction round. If the Client is still dissatisfied and the issue is objectively verifiable and material (for example a deviation from the proposal), Mutate will not invoice the delivery fee for that phase.

5.7 After a phase is approved, the Client may not request further revisions of that phase without additional payment, except as set out in this section.

6. Usage Rights

6.1 Grant. Upon full payment of the fees for a phase, the Client receives an exclusive, worldwide, perpetual right to use the Final Deliverables of that phase for the business purposes of the Licensed Entity, in all media and for all uses. This includes the right to edit and adapt the Final Deliverables and to register the approved identity elements (for example the logo) as trademarks. The right is transferable only to successors as set out in clause 6.3.

6.2 Not included. Drafts, unused concepts and intermediate files remain the property of Mutate and are not licensed. Mutate will not use or license the approved identity elements of the Client for any third party.

6.3 Licensed Entity. The Licensed Entity is the entity named in the proposal, together with the affiliates it controls that are listed in the proposal or added later in writing. If the Licensed Entity's business passes to a legal successor (for example by merger or handover), the rights pass to the successor upon written notice to Mutate. Use for new ventures or entities that are not controlled by the Licensed Entity requires a separate written agreement.

6.4 Service providers. The Client may give the Final Deliverables to printers, developers, agencies and other service providers working for the Licensed Entity. The Client is responsible for their compliance with these Terms.

6.5 Prohibited uses. The Client may not (a) resell or sublicense the Final Deliverables, or provide them to third parties for their own use, except under clause 6.4; or (b) upload the Final Deliverables or modified versions to any AI or machine learning model for the purpose of training or fine-tuning. Using ordinary software, including tools with built-in AI features, to edit and produce the Licensed Entity's own materials is permitted.

6.6 Pre-existing materials. Mutate retains all rights to its pre-existing materials, tools, methodologies, templates and other proprietary assets. To the extent they are contained in the Final Deliverables and necessary for their use, the Client receives a non-exclusive, perpetual right to use them.

6.7 Third-party materials. Fonts, images and other third-party materials used in the Final Deliverables remain subject to their own licence terms. Mutate lists them at handover.

6.8 Unlicensed use. If the Client uses the Final Deliverables in breach of this section, Mutate may demand that the use stops. The Client then pays an appropriate licence fee, being the fee that would reasonably have been agreed for that use, in addition to any actual damages. In case of a serious breach, Mutate may suspend the rights of use for the affected deliverables after a written warning and a period of 14 calendar days to remedy the breach. Otherwise the rights granted for paid and approved deliverables are irrevocable.

7. Confidentiality

7.1 Each party keeps confidential all non-public information it receives from the other party in connection with the project. For the Client this includes business and strategy information, financial figures, and the content of competition and pitch submissions. For Mutate this includes drafts, unreleased assets and working methods.

7.2 This obligation does not apply to information that is or becomes public without a breach, was already known to the receiving party, is developed independently, or must be disclosed by law or by order of a court or authority (in which case the other party is informed first where permitted).

7.3 Confidential information may be used only for the purposes of the contract and disclosed only to persons who need it and are bound by equivalent confidentiality obligations.

7.4 The obligation applies during the project and for five (5) years after its end.

7.5 The Client may publish the approved Final Deliverables unless agreed otherwise.

7.6 On request after the project, Mutate deletes or returns the Client's confidential materials, subject to statutory retention duties and the archiving of its own working files.

8. Marketing Rights

8.1 After the Client's public launch of the new brand, or with the Client's approval, Mutate may name the Client and show the Final Deliverables and other non-confidential project results in its portfolio, website, social media, case studies and other marketing materials. "Non-confidential" means material that the Client has made public or approved for publication. Mutate gives the Client the opportunity to review a publication in advance.

8.2 The Client's name and logo are used for reference purposes only. By signing the proposal, the Client agrees to this use unless it opts out.

8.3 The Client may opt out in writing before the project starts. Later, the Client may object with effect for future publications and at any time for content that turns out to be confidential.

8.4 Mutate may ask for a testimonial or reference. The Client has no obligation to provide one.

9. Timelines and Delays

9.1 Estimates. Timelines in the proposal are estimates, not guarantees, unless marked "fixed". Each proposal states the timeline for its phase. Timelines assume that the Client provides feedback and materials on time. Mutate does not guarantee a relaunch date unless the proposal marks it as "fixed".

9.2 Delays caused by the Client. If the Client does not provide feedback, materials or decisions within 14 calendar days of a request, Mutate may send a written reminder and pause the project. The timeline is extended by the duration of the delay. If the Client still does not respond within 14 calendar days of the reminder, Mutate may terminate under clause 10.2. After a pause, work resumes subject to Mutate's availability. If the project is paused for more than 30 calendar days, Mutate may charge a restart fee equal to the reopening fee in clause 5.5.

9.3 Delays caused by Mutate. If Mutate expects a delay, it informs the Client in writing within 5 business days of becoming aware of it, with an estimated revised timeline. If the delay exceeds the estimate by more than 21 calendar days, the Client may terminate the affected phase. In that case Mutate refunds payments made for work of that phase that has not been delivered, pro rata, and no cancellation fee applies.

10. Termination

10.1 By the Client. The Client may terminate the current phase, and with it the Project, at any time with 30 calendar days' written notice. During the notice period, work continues unless agreed otherwise.

10.2 By Mutate. Mutate may terminate without notice for good cause, in particular if the Client (a) is in default of payment despite a reminder; (b) seriously breaches clauses 6 or 7; (c) engages in fraudulent, illegal or abusive conduct; or (d) fails to respond as described in clause 9.2. For other breaches of these Terms, Mutate may terminate if the Client has not remedied the breach within 14 calendar days of a written request. The statutory right of either party to terminate for good cause remains unaffected.

10.3 Compensation. If the Client terminates under clause 10.1, or Mutate terminates under clause 10.2, the Client pays (a) the fees for completed phases; (b) a pro rata share of the fee for the phase in progress, based on the work performed; and (c) a flat compensation of 25% of the remaining agreed fee for the phase in progress, for reserved capacity and preliminary work. The deposit is credited. The Client may prove that Mutate's loss was lower; Mutate credits expenses it saves.

10.4 If the Project or a phase ends for another reason (for example termination by Mutate without good cause, termination by the Client for a material breach by Mutate, under clause 9.3, or under clause 3.3), the compensation under clause 10.3(c) does not apply and the Client pays only for the work performed.

10.5 Deliverables on termination. The licence follows payment: Final Deliverables that have been completed and paid for are licensed under clause 6. Unfinished work and unpaid deliverables remain with Mutate and are not licensed; they may be delivered once the corresponding fees are paid.

10.6 Force majeure. Neither party is liable for delays caused by events beyond its reasonable control (for example natural disasters, war, pandemics, or official orders). The timeline is extended by the duration of the delay. If the delay exceeds 60 calendar days, either party may terminate; completed work is paid and no compensation under clause 10.3(c) applies.

11. Liability and Indemnification

11.1 Mutate is liable without limitation for intent and gross negligence, for injury to life, body or health, under mandatory statutory provisions (for example the Product Liability Act), and where liability cannot be excluded by law.

11.2 In case of slight negligence, Mutate is liable only for the breach of an essential contractual obligation, that is, one whose fulfilment enables the proper performance of the contract and on which the Client may regularly rely. In that case, liability is limited to the foreseeable damage typical for this kind of contract and, per phase, to the fee agreed for the affected phase.

11.3 Any further liability for slight negligence is excluded. This section also applies to the personal liability of Mutate's employees, subcontractors and agents.

11.4 Trademark and rights clearance. Searches for the availability of names, logos and other brand elements, and checks of third-party rights in them, are not part of the standard scope. They can be commissioned as an additional service and are then quoted separately in the proposal. Such a search is a preliminary availability check and not legal advice. Mutate gives no assurance that a brand element is available or can be registered, and recommends a trademark attorney for the legal assessment and the registration. Unless a search has been commissioned, clearance and registration are the Client's responsibility.

11.5 Mutate is not liable for third-party claims arising from the Client's use of the deliverables in violation of these Terms or applicable law, or from materials the Client provided.

11.6 The Client indemnifies Mutate against third-party claims, including reasonable legal costs, arising from (a) use of the deliverables in violation of clause 6; (b) materials or information provided by the Client that infringe rights of third parties or are inaccurate; or (c) a breach of clause 14. Mutate informs the Client of such claims promptly.

12. Subcontractors and Referral Partners

12.1 Subcontractors. Mutate may engage specialists (for example motion designers, 3D artists, event planners) to achieve the best result for the Client. Mutate remains responsible for their work. Subcontractors must comply with the GDPR and the confidentiality obligations in clause 7, sign a confidentiality agreement based on clause 7, and be based in the EU/EEA, Switzerland, or another country with an adequate level of data protection as determined by the European Commission, or provide appropriate safeguards.

12.2 Referral partners. Mutate may recommend independent professionals (for example for web design or development). Any contract with a referral partner is concluded directly between the Client and the partner; Mutate is not a party and is not responsible for the partner's work. Mutate may receive a referral fee from the partner and discloses this when making the recommendation. The Client has no obligation to use a recommended partner.

13. Data Protection

13.1 Mutate processes personal data in accordance with the General Data Protection Regulation (GDPR) and other applicable data protection laws, solely to perform the contract, communicate with the Client, invoice, and meet legal obligations. Details are set out in Mutate's Privacy Policy, available on its website in German and English.

13.2 Personal data is retained as long as required for the contract and, afterwards, for the statutory retention periods, and is then securely deleted.

13.3 The Client should provide personal data (for example customer lists or employee information) only where necessary and is responsible for ensuring it is lawfully obtained and may be shared. If Mutate processes personal data on behalf of the Client, the parties conclude a data processing agreement under Art. 28 GDPR before the data is transferred. Mutate provides one on request.

13.4 Mutate may use third-party service providers (for example cloud storage and project tools) that comply with the GDPR. A list is available on request.

14. Client Obligations

The Client agrees to:

- 14.1 provide accurate, complete and timely information, materials and decisions;
- 14.2 name one contact person who is authorised to give feedback and approvals, and notify Mutate of any change;
- 14.3 make the decision-makers and the relevant team members available at the agreed times for the introductory meeting, the fact-gathering session, the kickoff and the workshops;
- 14.4 ensure it holds the rights required to provide materials to Mutate, including logos, texts, photographs, renderings and project images, taking into account the rights of photographers and other third parties;
- 14.5 review deliverables within the agreed periods; and
- 14.6 comply with applicable laws when using the deliverables, including copyright, trademark and data protection law.

15. Warranties

15.1 **Mutate.** Mutate warrants that the Final Deliverables (a) were created by Mutate or its subcontractors, or are lawfully licensed; (b) to Mutate's knowledge, do not infringe third-party rights at the time of handover; (c) conform to the proposal or SOW; and (d) are free of material defects (for example technical errors in digital files). Remedies for defects are governed by clause 5.1. Deliverables are produced for the uses specified in the proposal; technical properties that are not specified there (for example file metadata, or print-readiness of documents created for screen use) are not defects.

15.2 **Client.** The Client warrants that all information and materials it provides are accurate and complete, do not infringe third-party rights, and may be used by Mutate for the purposes of the contract.

15.3 **Disclaimer.** Mutate does not guarantee specific business results (for example increased revenue or new clients), nor the registrability of any brand element.

16. General Provisions

16.1 **Amendments.** Changes to these Terms or the contract require the written agreement of both parties. Email suffices.

16.2 **Assignment.** Neither party may assign the contract without the other party's consent, except as set out in clause 6.3.

16.3 **Entire agreement.** These Terms, the proposal and any SOWs constitute the entire agreement between the parties.

16.4 **Severability.** If a provision is or becomes unenforceable, the remaining provisions remain in effect.

16.5 **Dispute resolution.** Before starting legal proceedings, the parties attempt to resolve disputes through good-faith negotiation. If no resolution is reached within 14 calendar days of one party's written notice, the parties may agree to mediation with a neutral mediator or pursue further legal action. This does not apply to urgent matters, such as infringements of intellectual property or unauthorised use of deliverables, where immediate injunctive relief is required.

16.6 **Governing law and jurisdiction.** These Terms are governed by German law; the UN Convention on Contracts for the International Sale of Goods does not apply. To the extent permitted by law, the courts of Hamburg, Germany, have exclusive jurisdiction.

16.7 **Electronic signatures.** Electronic signatures (for example DocuSign, Adobe Sign) are valid for all agreements under these Terms.

16.8 **Language.** These Terms are available in German and English. In case of discrepancies, the German version prevails.

17. Contact

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VAT ID: DE330059716

The Legal Notice and the Privacy Policy are available on the Mutate website.

By signing the proposal or a separate signature page, the Client confirms that it has read and accepts these Terms in full.