General Terms of Business

Allgemeine Geschäftsbedingungen (AGB)

These Terms govern all creative, technical, production, software and security services supplied by BuonaLabs. They apply to business clients only. Part I applies to every assignment. Part II adds terms for particular services, and the Project Order for each assignment names which Sections of Part II apply to it.

Individual assignments are commissioned by Project Orders, each of which incorporates the identified version of these Terms. Any individual agreement actually negotiated for a particular Project Order takes precedence to the extent provided by applicable law.

VERSION 2.2 · **VALID FROM** 15 September 2026 · **GOVERNING LAW** Federal Republic of Germany

ISSUED BY

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In these Terms, BuonaLabs UG (haftungsbeschränkt) is referred to as the “Service Provider” and the contracting business as the “Client”.

WHAT IS IN THIS DOCUMENT

Part I applies to every assignment. Part II contains additional terms for particular services — only the Sections named in your Project Order apply to it. If you have commissioned a website build, Part I and Section B apply; a 3D film, Part I and Section A; and so on. Your Project Order names them on its first page.

PART I — GENERAL TERMS

PART II — SERVICE-SPECIFIC TERMS

> *These Terms apply to business clients only. If you are contracting as a consumer, they do not apply to you and we cannot contract on this basis.*

PART I — GENERAL TERMS

> *Part I applies to every assignment, whatever the service. Part II adds service-specific terms. A Project Order states which Section of Part II governs it.*

1 Scope, Application and Conflicting Terms

1.1 These General Terms of Business (the "Terms") apply to all offers, contracts and services of BuonaLabs UG (haftungsbeschränkt) (the "Service Provider") relating to creative, technical, production, software, security and related work.

1.2 These Terms apply only where the client (the "Client") is an entrepreneur within the meaning of § 14 BGB, a legal person under public law or a special fund under public law. They do not apply to consumers. The Service Provider does not contract with consumers on these Terms.

1.3 These Terms apply to each Project Order that identifies or otherwise validly incorporates this version. The version incorporated when a Project Order becomes binding governs that Project Order for its duration unless the Parties expressly agree otherwise in text form. A later version does not retroactively amend an existing Project Order.

1.4 Terms of the Client that conflict with, deviate from or supplement these Terms do not become part of the contract unless the Service Provider has expressly agreed to them in text form. This applies even where the Service Provider performs the services without reservation in knowledge of such terms.

1.5 Structure. These Terms consist of Part I, which applies to every assignment, and Part II, which contains additional terms for particular categories of service. Each Project Order identifies the Section or Sections of Part II that apply to it. Where a Section of Part II applies, it prevails over Part I in respect of matters it expressly addresses.

1.6 Terms published on buonalabs.com governing use of that website apply to use of the website only. Where they differ from these Terms in respect of services, these Terms prevail.

2 Project Orders and Order of Precedence

2.1 Individual assignments are commissioned by project orders (each a "Project Order"). A Project Order shall state at least the project, the deliverable, the scope, the fee, the schedule, the usage rights granted and the applicable Section of Part II.

2.2 A Project Order becomes binding on the earlier of: (a) signature by both Parties; (b) confirmation by both Parties in text form, including by email; or (c) payment by the Client of an invoice issued against that Project Order.

2.3 Any individual agreement actually negotiated between the Parties for a particular Project Order prevails over these Terms to the extent required by § 305b BGB. Recording a provision in the deviations section of a standard Project Order does not by itself determine whether it qualifies as an individually negotiated agreement.

2.4 Subject to Section 2.3, the following order of precedence applies, in descending order: (a) the Project Order, in respect of matters it expressly addresses; (b) the applicable Section of Part II; (c) Part I; and (d) any brief, storyboard, specification, statement of work, correspondence, purchase order or other project documentation.

2.5 A deviation agreed for one Project Order applies to that Project Order only. It does not amend these Terms and does not establish any precedent, course of dealing or entitlement in respect of another Project Order.

2.6 Scope is exhaustive. The deliverable is limited to what the Project Order describes. Anything not described in the Project Order is outside scope, whether or not it is customary, expected or technically related.

2.7 Preliminary work. Concepts, sketches, mockups, sample work, estimates, audits of feasibility and comparable material supplied before a Project Order becomes binding are non-binding, remain the property of the Service Provider, and grant the Client no right to use, reproduce, adapt or pass them to a third party. If the Client uses such material without concluding a Project Order, the Service Provider may invoice its ordinary fee for that material.

3 Definitions

In these Terms:

- "Deliverable" means the output described in a Project Order; "Review Draft" means a version supplied for review and revision and not for production use or publication; "Final Deliverable" means the completed Deliverable supplied for acceptance.
- "Client Materials" means materials, information, assets, data, products, credentials, references, instructions or other elements supplied by the Client, or specifically selected, mandated, identified or instructed by the Client for inclusion in or use with the Deliverable. Client review or approval alone does not cause material independently selected or sourced by the Service Provider to become Client Materials.
- "Project Fee" means the fee stated in the relevant Project Order; "business day" means a day other than a Saturday, Sunday or public holiday in Lübeck, Germany; "text form" has the meaning given in § 126b BGB and includes email.
- "Third-Party Services" means hosting, cloud, platform, payment, API, model, network, blockchain and comparable services operated by third parties and used in connection with a Deliverable.

4 Client Materials and Cooperation

4.1 The Client shall supply, in good time and in usable form, all materials, information, access and decisions reasonably required for performance. Depending on the assignment these may include brand assets, copy, product references, technical specifications, content, data, accounts, credentials, environments and third-party approvals.

4.2 The Client shall nominate a point of contact authorised to give instructions, consolidate feedback and grant approvals binding on the Client. The Service Provider may rely on instructions and approvals given by that person, and on instructions given from the Client contact email address stated in the Project Order.

4.3 Where physical products or samples are reasonably required, the Client shall arrange and bear the cost of shipment to the Service Provider, including customs duties and import charges. Risk of loss or damage in transit lies with the Client.

4.4 The Client is responsible for the accuracy, completeness and lawfulness of Client Materials and for maintaining its own backups of anything supplied to the Service Provider.

4.5 The schedule depends on timely receipt of payment, materials, information, access, instructions, approvals and feedback. Any delay by the Client may result in a corresponding reasonable extension of the schedule in accordance with Section 6.

4.6 Verification. Before commencing work, and at any time thereafter where there is reasonable cause, the Service Provider may require evidence of the Client's identity, legal existence, registered details and the authority of the person acting for it. The Service Provider may decline to commence or continue an assignment until that evidence is supplied. Providing false or misleading information about identity, authority, business status or ownership of a system is a material breach for the purposes of Section 21.4.

5 Fees, Invoicing and Payment

5.1 The Project Fee is stated in the relevant Project Order. Unless the Project Order provides otherwise, fifty per cent (50%) of the Project Fee is payable on conclusion of the Project Order and the balance before delivery of the Final Deliverable. Where the Project Fee is below EUR 2,500, or where the Parties are contracting for the first time, the full Project Fee is payable in advance.

5.2 The Service Provider is not obliged to commence work before the Project Fee, or the instalment then due, has been received and the materials and access reasonably necessary to begin have been supplied.

5.3 Currency. Euro (EUR) is the sole contractual currency unless a Project Order expressly states otherwise. Any amount stated in another currency in correspondence, quotations or on an invoice is indicative only. Subsequent movements in exchange rates do not alter the amount payable.

5.4 Bank charges. All bank, intermediary-bank, correspondent and remittance charges arising in connection with payment are borne by the Client, so far as permitted by applicable law. The amount credited to the Service Provider's account must equal the invoiced amount.

5.5 Third-party costs. Licence fees, subscriptions, hosting, cloud, compute, domain, certificate, app store, stock, font and comparable third-party costs are not included in the Project Fee unless the Project Order expressly states otherwise. Where the Service Provider procures them on the Client's behalf, they are recharged at cost and are payable in addition.

5.6 VAT. Fees are stated exclusive of value added tax and VAT treatment is always subject to applicable tax law. Where the general business-to-business place-of-supply rule applies to a taxable Client established outside Germany, the Service Provider may invoice without German VAT and the Client is responsible for accounting for VAT, GST or an equivalent tax in its jurisdiction. Any mandatory exception, fixed-establishment rule or other applicable tax requirement prevails. The Client shall supply a valid VAT identification number or equivalent evidence of business status before the first invoice is issued, and shall notify the Service Provider without undue delay if it ceases to be valid. Where tax is subsequently assessed against the Service Provider because information supplied by the Client was incorrect, invalid or out of date, the Client shall reimburse that tax together with any interest and penalty imposed.

5.7 Withholding tax. Fees are stated net of any withholding or similar deduction. Where applicable law requires the Client to withhold, the Client shall increase the payment so that the Service Provider receives the amount stated in the Project Order, unless that Project Order expressly disapplies or varies this obligation. A notation that withholding is "none expected" does not waive this Section if withholding is nevertheless legally required. The Parties shall cooperate reasonably to obtain treaty relief and the Client shall promptly supply official withholding certificates.

5.8 Late payment. Invoices are payable without deduction within the period stated on the invoice or, failing that, within fourteen (14) days of the invoice date. On default the Service Provider is entitled to statutory default interest and the statutory flat-rate recovery amount, and may suspend performance of any affected Project Order until payment is received.

5.9 Set-off and retention. The Client may set off only against claims that are undisputed or have been finally established by a court, and may exercise a right of retention only in respect of claims arising from the same contractual relationship.

5.10 Fees agreed for a particular Project Order reflect the circumstances of that assignment. They do not establish the Service Provider's standard pricing for comparable services or future assignments.

5.11 Payment reversals. Where a payment is recalled, reversed, charged back or otherwise withdrawn after the Service Provider has begun or completed performance, the amount becomes immediately due again, together with any fee charged to the Service Provider by a bank or payment provider in connection with the reversal, unless the reversal was justified. The Service Provider may suspend performance and withhold delivery until the amount has been settled.

5.12 Recovery costs. In addition to statutory default interest and the statutory flat-rate recovery amount, the Client shall reimburse the reasonable costs necessarily incurred in recovering an overdue amount, including debt collection and legal representation costs, to the extent recoverable under applicable law.

5.13 Security for future assignments. Where the Client has been in default of payment on a previous Project Order, or where a payment has been reversed under Section 5.11, the Service Provider may make any further Project Order conditional on payment of the full fee in advance, irrespective of Section 5.1.

5.14 Payment method. Payment is made in EUR by bank transfer to the account stated on the invoice, unless the Project Order expressly agrees another method. Payment in a digital asset or other non-cash consideration is accepted only where expressly agreed in text form, and is valued in EUR at the time it is received and irrevocably at the Service Provider's disposal; the Client bears the risk of any change in value before that time and of any transfer or network cost.

6 Schedule, Feedback and Delay

6.1 Dates stated in a Project Order run from the later of the date on which the Service Provider receives cleared payment and the date on which it receives the materials, access, information and instructions reasonably necessary to begin.

6.2 Unless the Project Order provides otherwise, the Client shall supply one consolidated set of feedback within two (2) business days of receipt of each Review Draft. Fragmented, sequential or contradictory feedback need not be actioned until consolidated.

6.3 Where the Client fails to meet a cooperation obligation, any affected delivery date is extended by the period of the delay plus a reasonable allowance for resequencing and re-securing capacity.

6.4 Delivery dates are target dates and are not binding unless the Project Order expressly designates a date as "firm". A firm date remains subject to extension for Client-caused delay and circumstances within Section 19.

6.5 Dormant projects. If the Client fails for thirty (30) days to supply materials, access, feedback, approvals or decisions that the Service Provider reasonably requires in order to continue, the Service Provider may, after one reminder in text form: (a) invoice for the work performed to that date and any instalment then due; (b) release the reserved capacity and reschedule remaining work to the next available slot; and (c) charge a reasonable re-mobilisation fee, agreed in text form, for resuming the assignment. If the position continues for ninety (90) days, the Service Provider may treat the Project Order as terminated by the Client, and Section 21.5 applies. The retention period in Section 13.4 runs from that date.

7 Changes to Scope and Revisions

7.1 Unless the Project Order states a different number, the Project Fee includes up to two (2) reasonable revision rounds following delivery of the Review Draft. A revision round means one consolidated set of Client feedback.

7.2 Reasonable revisions are adjustments within the approved direction and the agreed specification — such as wording, colour, positioning, timing, layout detail and comparable refinements.

7.3 The following are not revisions and may require an additional fee, a revised schedule, or both:

- new concepts, directions, layouts, scenes, features or functions;
- substantial change to an approved concept, storyboard, design or specification;
- replacement of completed major assets, components or sequences;
- changes arising from new or materially different materials, data or requirements supplied after work has begun;
- additional output versions, formats, aspect ratios, languages, environments or platforms;
- expedited delivery, out-of-hours work or work compressed into a shorter period at the Client's request; or
- any other material change to the agreed scope.

7.4 No additional charge is incurred without prior agreement between the Parties in text form. Where a change is agreed, the Parties shall record it in a change note or a further Project Order.

7.5 Corrections required because a Final Deliverable materially fails to conform to expressly agreed specifications are not counted as discretionary revision rounds.

7.6 Revision window. Unless the Project Order states otherwise, included revision rounds must be called within thirty (30) days of delivery of the relevant Review Draft. Rounds not called within that period lapse, and any later change is treated as a change to scope under Section 7.3. This does not affect rights in respect of defects under Section 9.

7.7 When a round is used. A revision round is consumed when the Service Provider delivers a revised version in response to one consolidated set of Client feedback. Further feedback on the revised version consumes the next round. Feedback that reopens a point already actioned in an earlier round, or that reverses an instruction previously given, consumes a round. The rate for an additional revision round is stated in the Project Order or, failing that, is the Service Provider's ordinary rate.

7.8 Stage approvals. The Service Provider may divide an assignment into stages — for example concept, specification, design, structure or prototype — and may require the Client's approval of a stage in text form before proceeding to the next. Approval of a stage fixes it for the remainder of the assignment. A subsequent change to an approved stage is a change to scope under Section 7.3 and is not a revision, whether or not revision rounds remain unused.

8 Delivery, Review and Acceptance

8.1 The Client is responsible for reviewing all Client-specific content appearing in or processed by a Deliverable, including products, packaging, labels, spelling, copy, logos, trademarks, product claims, prices, regulatory statements and brand elements. The Service Provider is not responsible for inaccuracies contained in materials, claims, copy or data supplied or approved by the Client.

8.2 The Client shall review the Final Deliverable within ten (10) business days of delivery, or the different period stated in the Project Order, and shall either confirm acceptance or provide a reasonably detailed description in text form of any material defect or failure to conform to the Project Order.

8.3 If the Client does not give notice under Section 8.2 within that period, the Final Deliverable is deemed accepted only where the Service Provider, when delivering it, expressly draws the Client's attention to the review period and the consequence of remaining silent. The delivery communication shall contain substantially the following notice: "Please review the Final Deliverable within the acceptance review period stated in the Project Order. If no material defect or non-conformity is notified within that period, the Final Deliverable will be deemed accepted in accordance with Section 8 of the Terms."

8.4 Productive use, publication or commercial use of the Final Deliverable also constitutes acceptance, without prejudice to mandatory rights concerning defects that could not reasonably have been identified on review.

8.5 Acceptance may not be refused on account of immaterial defects that do not materially impair the agreed use. Where a Deliverable is divided into parts or milestones in the Project Order, each part may be accepted separately.

9 Defects and Warranty

9.1 The Service Provider shall perform the services with professional care and shall deliver the Final Deliverable substantially in accordance with the Project Order and any specification expressly agreed in text form.

9.2 A defect is a material deviation of the Final Deliverable from the agreed specification. The following are not defects: deviations caused by Client Materials, Client instructions or Client-side modification; failure or change of a Third-Party Service; use outside the agreed environment, platform, browser, device or configuration; and characteristics that were never expressly agreed.

9.3 Where a defect is notified in good time, the Service Provider shall remedy it by correction or re-performance within a reasonable period. The Service Provider may choose the method of remedy. Further statutory rights of the Client arise only after a remedy has failed.

9.4 Limitation period. Claims of the Client for defects become time-barred twelve (12) months after acceptance, save that the statutory limitation periods apply to claims arising from intent, gross negligence, fraudulent concealment of a defect, an express guarantee, injury to life, body or health, and claims under the Product Liability Act.

9.5 The Service Provider gives no guarantee that software, systems or digital products are free from all errors, or that they will operate uninterrupted, unless a guarantee is expressly given in text form and designated as such.

10 Client Materials, Third-Party Rights and Indemnity

10.1 The Client represents and warrants that it holds or has obtained all rights, permissions, licences, consents and approvals reasonably necessary for Client Materials and for their intended use, including trademarks, logos, product designs, packaging, photographs, copy, data, talent likenesses, retailer references and other third-party materials specifically supplied or mandated by the Client.

10.2 The Client is responsible for obtaining any authorisation required from retailers, platforms, licensors, data subjects or other third parties for use of Client Materials in the relevant project. The Service Provider is not responsible for independently obtaining third-party trademark, brand or clearance approval for Client Materials, and does not carry out trademark, design or freedom-to-operate searches unless expressly commissioned.

10.3 The Client shall indemnify and hold the Service Provider harmless against third-party claims, and against reasonable legal costs necessarily incurred in defending them, arising from Client Materials, from Client instructions, or from the Client's use of a Deliverable outside the usage rights granted, to the extent the Client is responsible for the relevant circumstance. The Service Provider shall notify the Client of any such claim without undue delay and shall not acknowledge it without the Client's consent.

10.4 The Service Provider shall not use Client Materials outside the relevant assignment except as permitted by these Terms or as authorised by the Client.

11 Third-Party and Open-Source Materials Introduced by the Service Provider

11.1 For third-party materials independently selected, sourced or introduced by the Service Provider for incorporation into a Deliverable — including stock assets, textures, fonts, HDRI environments, 3D models, plug-ins, music, libraries, frameworks, packages and comparable production or development assets — the Service Provider shall obtain and maintain the licences reasonably necessary for their incorporation into and use as part of the Final Deliverable within the usage rights granted to the Client.

11.2 Open-source components. Software Deliverables may incorporate open-source or other third-party components licensed under their own terms. Those components are supplied subject to those licence terms, which prevail over these Terms in respect of the component. The Service Provider shall, on request, supply a list of the material components used and their licences, and shall not knowingly incorporate a component whose licence terms are incompatible with the Client's agreed use as described in the Project Order.

11.3 The Client is not responsible for obtaining rights for third-party materials independently introduced by the Service Provider. Client review, comment or approval of such material does not convert it into Client Materials.

11.4 Nothing in this Section requires transfer of ownership of, delivery of editable source material for, or independent rights in, underlying third-party materials beyond the rights reasonably necessary for the Client's agreed use of the Final Deliverable.

12 Intellectual Property and Usage Rights

12.1 Under applicable copyright law, copyright remains with the respective creator or creators of the protected work. The Service Provider represents that it holds or controls the rights necessary to grant the rights specified in a Project Order.

12.2 Upon (a) delivery of the Final Deliverable and (b) receipt of the Project Fee in full, the Service Provider grants the Client the rights set out in the relevant Project Order. Until payment is received in full no rights arise and any use of the Deliverable is unlicensed.

12.3 Rights model. Each Project Order selects one of the following for the Deliverable it describes:

- Model 1 — Full handover. The Service Provider transfers ownership of, or grants an exclusive, worldwide, perpetual, transferable and sublicensable right to use, exploit and modify the Deliverable to the fullest extent permitted by law, together with delivery of source material as described in Section 13.
- Model 2 — Full use licence. The Client receives a non-exclusive, worldwide, perpetual right to use, deploy, operate and adapt the Deliverable for its own business purposes, without delivery of source material and without the right to resell or sublicense the Deliverable as a standalone product.
- Model 3 — Limited licence. The Client receives a non-exclusive right to use the Final Deliverable solely for the purpose and on the channels stated in the Project Order.

12.4 Default. If a Project Order does not select a model, Model 3 applies, and the permitted channels are limited to those owned and operated by the Client, being the Client's own websites and organic social-media channels. Paid media, retailer or partner channels, broadcast, cinema, out-of-home and sublicensing are not included unless expressly granted. Unless a Project Order expressly states otherwise, every right granted is worldwide, perpetual and non-exclusive.

12.5 Permitted adaptations. Under Models 2 and 3 the Client may make routine technical adaptations necessary for permitted use, including resizing, compression, encoding, aspect-ratio adaptation, thumbnail creation, captions and configuration changes, provided they do not materially alter the creative content.

12.6 The Client may permit a technical, media, hosting or agency service provider to deploy or administer the Final Deliverable solely on the Client's behalf. Such a service provider acquires no independent rights.

12.7 Additional or extended rights may be licensed separately against an additional fee.

12.8 Retained know-how. The Service Provider retains the right to reuse the general know-how, techniques, methods, workflows, tools, libraries, frameworks and generic or reusable components developed or applied in the course of an assignment, provided no Client Materials and no confidential information of the Client are disclosed. This applies under all three models. Where a reusable component of the Service Provider is embedded in a Deliverable under Model 1, the Client receives a perpetual, irrevocable, non-exclusive licence to that component as embedded, and ownership of the component itself does not transfer.

12.9 Review Drafts. A Review Draft is supplied for review only. The Service Provider may supply it watermarked, at reduced resolution or quality, in a limited format, or otherwise restricted, and is not obliged to supply an unrestricted version before acceptance and payment in full. No right to use, publish, deploy, distribute or exploit a Review Draft arises at any time.

12.10 Unlicensed use. Where the Client uses a Deliverable or a Review Draft without the corresponding right having arisen — including use before payment in full, use on a channel not granted, use beyond an agreed territory or term, and use of material supplied under Section 2.7 — the Service Provider is entitled to the fee that would have been payable for that use had it been licensed, in addition to any claim for damages, injunctive relief and information under applicable law. This does not limit the Service Provider's statutory remedies.

13 Source Files, Source Code and Production Materials

13.1 Under Model 1, the Service Provider shall deliver the source material reasonably necessary for the Client to operate, maintain and further develop the Deliverable, as described in the Project Order. For software this ordinarily means application source code, configuration and build instructions.

13.2 Under Models 2 and 3, and unless the Project Order expressly provides otherwise, the Project Fee does not include delivery of, or any rights in:

- project, scene or working files in any application format;
- underlying 3D models, geometry, node setups, rigs, simulations, materials, shaders, textures, HDRIs or lighting setups;
- layered design files, source code repositories, build artefacts or development environments;
- test renders, working renders, intermediate outputs, prompts, training material or internal tooling; or
- other internal production materials.

13.3 Delivery of source material does not transfer rights in pre-existing materials of the Service Provider or in third-party assets, which remain subject to Sections 11 and 12.8 and to their own licence terms.

13.4 The Service Provider shall retain production materials for twelve (12) months following acceptance, after which it is under no obligation to retain or retrieve them. The Client is responsible for its own copies.

14 Use of Artificial Intelligence

14.1 The Service Provider uses artificial intelligence and machine-learning tools as part of its ordinary working methods, including for research, drafting, code generation, asset generation and analysis. Their use does not reduce the Service Provider's responsibility for the Final Deliverable under these Terms.

14.2 The Service Provider shall not knowingly submit Client Materials or confidential information of the Client to a third-party AI service that reserves the right to use that input to train publicly available models. Where an assignment requires otherwise, the Service Provider shall obtain the Client's approval in text form first.

14.3 The legal status of AI-generated output is unsettled in several jurisdictions and such output may not attract copyright protection. Where a Deliverable contains materially AI-generated elements, the Service Provider grants the rights it holds in respect of them but gives no warranty that they are protectable by copyright or that comparable output cannot be independently generated by a third party.

14.4 Where the Client instructs the use of a specific AI model, service or dataset, Section 10 applies to that instruction as a Client instruction.

15 Personnel, Subcontracting and Substitution

15.1 The Service Provider determines how the services are performed and may perform them through its own personnel, freelancers or subcontractors. It remains responsible to the Client for their performance.

15.2 A named-person obligation applies only where the Project Order identifies an individual and "Personal Performance Required — Yes" is selected. In that case the Service Provider shall procure that the named individual performs the material creative or technical work and shall not delegate that work without the Client's prior approval in text form. Merely naming an individual while selecting "No" does not restrict the Service Provider's rights under Section 15.1.

15.3 Substitution. If an individual subject to Section 15.2 becomes unavailable through illness, incapacity, departure or another cause outside the Service Provider's reasonable control, the Service Provider may propose a substitute of comparable skill and experience. The Client shall not unreasonably withhold or delay approval. If approval is withheld, either Party may terminate the affected Project Order by notice in text form, and the Service Provider is entitled to remuneration for work properly performed to the effective date of termination, with any balance of an advance payment refunded.

15.4 The use of ordinary software, rendering, compute or cloud infrastructure, technical tooling, AI services or other non-creative technical services does not constitute subcontracting for the purposes of this Section.

15.5 Personnel of the Service Provider are not integrated into the Client's organisation and remain subject to the Service Provider's direction. Nothing in these Terms constitutes employment, temporary agency work or a joint venture.

16 Confidentiality

16.1 Each Party shall treat non-public business, technical and project information received from the other Party as confidential and use it only for purposes connected with the relevant assignment.

16.2 Confidentiality does not apply to information that is already lawfully public, becomes public without breach of these Terms, was lawfully known without an obligation of confidence, was independently developed, or must be disclosed by law or binding governmental or judicial order.

16.3 Embargo. Where the Project Order specifies an embargo, the Service Provider shall not publish, post, share, tease or otherwise disclose work in progress, previews, storyboards, behind-the-scenes material, unreleased products or packaging, findings, or non-public project information before the embargo expires without the Client's prior authorisation in text form.

16.4 These obligations survive termination for three (3) years, and in respect of trade secrets and security findings for as long as the information qualifies as confidential.

17 Portfolio and Self-Promotional Use

17.1 Following the official public launch of the relevant work, and provided the Project Order does not restrict portfolio use, the Service Provider may display the Final Deliverable for reasonable self-promotional purposes, including on buonalabs.com and associated portfolio sites, social-media accounts, presentations, pitches, award submissions and showreels.

17.2 The Client grants the Service Provider the limited right to display the Client and project names, logos and the Final Deliverable to the extent reasonably necessary for that purpose.

17.3 If a launch is postponed, the Client shall notify the Service Provider in text form before the originally scheduled launch date. Any materially extended embargo shall be agreed in text form.

17.4 If no official public launch occurs, no lapse of time alone creates a portfolio right. The Service Provider may display the work only with the Client's prior approval in text form.

17.5 Portfolio use never extends to security findings, reports, vulnerabilities, audit results, credentials, source code, trade secrets, unreleased products or confidential information. Section C8 applies to security work.

18 Data Protection

18.1 Each Party acts as an independent controller in respect of business contact data it processes for the purpose of performing this contract, and shall comply with applicable data protection law.

18.2 Where the Service Provider processes personal data on the Client's behalf — including in connection with hosting, migration, support, analytics, automation or AI processing — the Parties shall conclude a data processing agreement meeting the requirements of Article 28 GDPR before such processing begins. The Service Provider's standard data processing agreement applies unless otherwise agreed.

18.3 The Client is responsible for the lawfulness of its own processing, for its information obligations towards data subjects, and for any legal basis required for data it makes available to the Service Provider.

18.4 Where processing involves a transfer outside the EEA, the Parties shall put in place a valid transfer mechanism before the transfer begins.

19 Events Outside Reasonable Control

19.1 The Service Provider shall make reasonable professional efforts to meet agreed schedules but is not responsible for delay caused by circumstances outside its reasonable control, including delayed payment, delayed or missing Client materials, access or approvals, changes in Client instructions, third-party or supplier delay, failure or material change of a Third-Party Service, major failure of technical or network infrastructure, cyber-attack not attributable to the Service Provider, and comparable events.

19.2 Where such circumstances affect performance, affected deadlines are extended reasonably. A Party may not rely on this Section to obtain relief from a circumstance to the extent that Party caused or is responsible for it.

19.3 If an affected circumstance persists for more than thirty (30) days, a Party that is not responsible for it may terminate the affected Project Order by notice in text form. In the case of Client-caused delay or non-cooperation, the Service Provider's rights to suspend, terminate and claim remuneration under Sections 5 and 21 and applicable law remain unaffected. Termination under this Section does not reduce any payment already due.

20 Liability

20.1 The Service Provider is liable without limitation for intentional misconduct and gross negligence, for injury to life, body or health, under the Product Liability Act, for fraudulent concealment of a defect, and where it has assumed an express guarantee.

20.2 For ordinary negligence the Service Provider is liable only for breach of an essential contractual obligation, meaning an obligation whose performance is necessary for proper performance of the contract and on whose observance the Client may ordinarily rely. In such cases liability is limited to damage that is foreseeable and typical for contracts of this type.

20.3 Agreed estimate of typical damage. Subject to Section 20.1, mandatory law and the requirement in Section 20.2 that any limitation remain appropriate to the damage foreseeable and typical for the relevant assignment, the Parties agree that such damage does not ordinarily exceed, per event of damage, the greater of (a) three (3) times the Project Fee and (b) EUR 10,000; and, in aggregate for all events arising from the relevant Project Order, the greater of (a) five (5) times the Project Fee and (b) EUR 25,000. A Project Order may expressly agree different figures for that assignment. If an agreed monetary figure cannot validly apply in a particular case, liability remains limited to the amount of foreseeable, contract-typical damage permitted by applicable law.

20.4 Liability under Section 20.2 does not extend to damage that is neither typical nor foreseeable at the time the contract is concluded. Depending on the assignment this may include loss of profit, loss of anticipated savings, wasted media or advertising spend, loss of business opportunity, loss of data that the Client could have avoided by reasonable backups, and reputational harm.

20.5 The Service Provider is not responsible for circumstances falling within the Client's sphere of responsibility, in particular inaccurate Client Materials, Client claims or content, third-party branding mandated by the Client without required authorisation, Client-side modification of a Deliverable, use outside the rights granted, the Client's own configuration, operation, key custody or access management, failure of a Third-Party Service, and the commercial performance of any project.

20.6 The limitations in this Section apply equally in favour of the Service Provider's legal representatives, employees, freelancers and subcontractors, and apply to contractual and non-contractual claims alike.

20.7 The Client shall take reasonable steps to avoid and mitigate damage, including maintaining current backups of its data, systems and materials.

21 Term, Suspension and Termination

21.1 These Terms do not oblige either Party to enter into any Project Order. The version incorporated when a Project Order becomes binding governs that Project Order for its duration.

21.2 The Client's termination rights under mandatory applicable law remain unaffected. Where the Client terminates a Project Order after work has commenced, the Service Provider is entitled to the remuneration or compensation available under applicable law. Any advance payment is credited against the amount legally due, and any part the Service Provider is not legally entitled to retain is refunded.

21.3 Where the Service Provider is unable to complete an assignment for reasons attributable solely to it, the Client is entitled to an appropriate refund in respect of services not performed.

21.4 Either Party may terminate for material cause in accordance with applicable law, including where the other Party is in material breach and fails to remedy it within fourteen (14) days of notice. Any right stated in connection with insolvency applies only to the extent permitted by mandatory German insolvency law.

21.5 Termination for convenience by the Client. Where the Client terminates a Project Order for a work result before completion without cause attributable to the Service Provider, § 648 BGB applies: the Service Provider retains the agreed remuneration less expenses saved and less anything earned or wilfully failed to earn by using its capacity elsewhere. The Parties record the statutory presumption in § 648 sentence 3 BGB, under which five per cent (5%) of the remuneration attributable to the part of the work not performed is presumed due, without prejudice to the right of either Party to prove a different amount. Advance payments are credited against the amount due.

21.6 Refunds. Where a refund is due, it is paid within fourteen (14) days of the amount being established, to the account or payment method from which payment was received, in EUR. Bank charges arising on the refund are borne by the Party that bears them under Section 5.4.

21.7 Sections 5, 9, 10, 11, 12, 13, 16, 17, 18, 20, 22, 23 and 24 survive termination to the extent their nature requires.

22 Non-Solicitation

22.1 During the term of a Project Order and for twelve (12) months afterwards, neither Party shall actively solicit for employment or engagement any individual of the other Party who was materially involved in performing that Project Order. General public recruitment advertising not specifically targeted at such individuals, and an approach initiated by the individual, are not a breach of this Section.

23 Governing Law and Jurisdiction

23.1 These Terms, each Project Order, and all contractual and non-contractual disputes arising out of or in connection with them are governed by the laws of the Federal Republic of Germany, excluding its conflict-of-law rules to the extent they would result in the application of another substantive law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

23.2 To the extent legally permissible, the courts of Lübeck, Germany have exclusive jurisdiction. This clause does not displace any mandatory jurisdiction rule that cannot validly be excluded or altered by agreement.

23.3 The Parties shall attempt in good faith to resolve any dispute by discussion between their points of contact before commencing proceedings. This does not prevent either Party from seeking interim relief.

24 General Provisions

24.1 Form. Amendments concerning scope, deliverables, fees, additional services, rights granted or material changes to a schedule require agreement between both Parties in text form. Email confirmation is sufficient for Project Orders, ordinary approvals, consolidated feedback and mutually agreed scope adjustments.

24.2 Incorporation. The Client confirms that it has received or been provided access to these Terms and has had a reasonable opportunity to take notice of their content. These Terms, together with the relevant Project Order, set out the agreement between the Parties for that assignment.

24.3 Assignment. Neither Party may assign a contract or Project Order without the other Party's prior consent in text form, such consent not to be unreasonably withheld, save that either Party may assign to a successor in connection with a merger or transfer of substantially all of its business.

24.4 No waiver. Failure or delay in enforcing a provision does not constitute a waiver of it or of any other provision.

24.5 Severability. If a provision is or becomes invalid or unenforceable, the validity of the remaining provisions is unaffected. The applicable statutory provisions apply in place of the invalid or unenforceable provision.

24.6 Language. These Terms are issued in the English language, which is the sole contractual language. Any translation is provided for convenience only. In the event of inconsistency, the English version prevails.

24.7 Electronic form. Project Orders may be executed in counterparts. Signatures may be exchanged electronically, including as PDF documents or through an electronic-signature platform, to the extent permitted by applicable law. Each Party represents that the individual signing or confirming on its behalf has the necessary authority.

PART II — SERVICE-SPECIFIC TERMS

> *Only the Section or Sections named in the Project Order apply. Where a Section applies, it prevails over Part I in respect of matters it expressly addresses.*

Section A — Creative Production

3D and motion · animation · branding and identity · packaging and art direction · content production

A1 Scope. Unless the Project Order expressly includes them, the scope does not include additional scenes, alternative concepts, additional versions, cutdowns, formats, aspect ratios or language versions, sound design, music, voiceover, editable source files, separately deliverable assets, adaptation for print or packaging, media buying or trafficking.

A2 Creative direction. Reference documents named in the Project Order — storyboard, brief, treatment, moodboard, specification — define creative direction and scope only. Where they conflict with the Project Order or these Terms, the Project Order prevails, then these Terms.

A3 Physical samples. Where physical products or samples are reasonably required as visual references, Section 4.3 applies. The Service Provider is not responsible for delay caused by customs, carriers or late shipment.

A4 Brand and trademark responsibility. The Client is responsible for the accuracy and clearance of all brand elements, product claims, ingredient and regulatory statements, retailer references, retailer trademarks, store elements and talent likenesses appearing in a Deliverable. The Service Provider does not carry out trademark, design or clearance searches and gives no advice on advertising, labelling or competition law.

A5 Channel-based rights. Where the Project Order grants rights by channel, only the channels ticked are granted. The following require a separate licence and are not included unless expressly priced in: whitelisting, spark ads and creator- or influencer-handle advertising; retailer-owned or partner-owned channels; sublicensing to a retailer, distributor or third party; television, cinema, out-of-home or print; unrestricted derivative works or re-editing; resale or reuse of individual assets, models or elements.

A6 Colour, print and material output. Screen-rendered colour is approximate. Where a Deliverable is intended for print, packaging or physical production, final colour, material and finish accuracy depend on the production process and the Client's printer or manufacturer, and are the Client's responsibility unless the Project Order expressly includes production supervision.

A7 Named artist. Where the Project Order names an individual and selects "Personal Performance Required — Yes", Section 15.2 applies.

A8 Launch and portfolio. Sections 16.3 and 17 apply. Where no public launch occurs, portfolio use requires the Client's prior approval in text form.

Section B — Software and Digital Products

websites · web applications · mobile apps · e-commerce · AI and automation builds · integrations

B1 Specification. The functional scope is defined by the Project Order and any specification expressly agreed in text form. Features, integrations, environments, browsers, devices, screen sizes, languages, performance targets and data volumes not named there are outside scope.

B2 Acceptance testing. Acceptance under Section 8 is by functional review against the specification. The Client shall test in the environment stated in the Project Order. Defects are classified as: (a) blocking — the Deliverable cannot be used for its agreed principal purpose; (b) significant — an agreed function is materially impaired but a workaround exists; (c) minor — cosmetic or immaterial. Acceptance may not be refused for minor defects, which shall be remedied under Section 9.

B3 Third-Party Services. Deliverables may depend on hosting, cloud, platform, payment, authentication, model, API, plug-in and comparable Third-Party Services. Those services are supplied by their providers on their own terms and prices. The Service Provider is not liable for their availability, performance, security, pricing, discontinuation, or for changes they make to their interfaces or policies, and any resulting rework is a change under Section 7.

B4 Accounts and credentials. Unless the Project Order provides otherwise, accounts with Third-Party Services are held in the Client's name and paid for by the Client. Where the Service Provider holds an account or credential on the Client's behalf during a project, the Client shall take it over on completion. The Client is responsible for the security of its own accounts, credentials, devices and access management.

B5 Source code and handover. The rights model selected in the Project Order under Section 12.3 governs source code. Under Model 1 the Service Provider delivers application source code, configuration and build instructions and, where agreed, transfers repository ownership. Section 12.8 continues to apply to reusable components of the Service Provider embedded in the Deliverable.

B6 Client content and legal compliance. The Client is responsible for the legal compliance of its own digital property, including imprint, privacy notice, cookie consent, terms of sale, withdrawal and information obligations, accessibility duties, product and price information, and any licence required for content it supplies. The Service Provider may implement such elements where the Project Order includes them, but does not provide legal advice and does not warrant legal compliance.

B7 Data migration. Where migration of existing data is in scope, its accuracy depends on the quality, structure and completeness of the data supplied by the Client. The Client shall verify migrated data before productive use and shall retain its own copy of the source data.

B8 Security. The Service Provider applies generally recognised secure-development practices proportionate to the assignment. Unless the Project Order includes a service under Section C, no security assessment, penetration test, hardening review or ongoing monitoring is included, and no statement is made about the security of the Client's wider environment.

B9 Go-live and operation. After handover or go-live, operation, monitoring, updating, patching, backup and support are the Client's responsibility unless an Ongoing Services Project Order under Section E is in force.

B10 Third-party approval. Where a Deliverable requires approval by an app store, platform, payment provider or comparable gatekeeper, the Service Provider shall prepare the submission where that is in scope but does not warrant that approval will be granted or the time it will take.

B11 AI features. Where a Deliverable incorporates generative or predictive AI, the Client acknowledges that output is probabilistic and may be inaccurate, incomplete or unsuitable, that model providers may change or withdraw models, and that the Client is responsible for reviewing output before relying on it and for any disclosure, human-oversight or transparency obligation applicable to its use. The Service Provider warrants the implementation, not the output.

B12 Performance and rankings. The Service Provider gives no warranty as to search rankings, conversion rates, traffic, revenue, load capacity beyond expressly agreed figures, or the commercial performance of a Deliverable.

Section C — Cybersecurity Services

security audits · vulnerability assessment · penetration testing · configuration and code review · hardening

C1 Authorisation is a condition precedent. The Service Provider shall not commence any assessment, scan, test or access of a system until a Security Authorisation Schedule has been signed by an authorised representative of the Client and received by the Service Provider. No provision of these Terms, and no Project Order, authorises access to any system on its own.

C2 The Security Authorisation Schedule shall state at least: the systems, domains, IP ranges, repositories, applications and accounts in scope; systems expressly excluded; the permitted test window; the permitted techniques; the escalation contact and out-of-hours contact; and the date and signature of the authorising person.

C3 Client warranties. The Client warrants that: (a) it owns or lawfully controls every system listed in scope, or has obtained written authorisation from the owner; (b) it has obtained any authorisation required from its hosting, cloud, platform or managed service providers; (c) the person signing the Schedule is authorised to give that permission; and (d) no system in scope is subject to a third-party restriction that testing would breach. The Client indemnifies the Service Provider under Section 10.3 against claims arising from a breach of this warranty.

C4 Excluded techniques. Unless expressly listed in the Schedule and separately agreed, the following are excluded: denial-of-service and load-exhaustion testing; social engineering, phishing and pretexting against individuals; physical intrusion; testing of third-party systems not owned by the Client; exploitation intended to exfiltrate live personal data; and any technique likely to cause irreversible change.

C5 Operational risk. Active testing can cause service degradation, interruption, alerting, account lockout, data corruption or unintended state change even when carried out with professional care. The Client acknowledges this risk, shall ensure current and tested backups exist before the test window begins, and shall notify its own monitoring and incident functions. The Service Provider is not liable for such effects where it has acted within the agreed scope and techniques.

C6 No guarantee of completeness. An assessment identifies issues that are discoverable within the agreed scope, techniques, time and information available. It is a point-in-time statement and does not establish that a system is secure, that all vulnerabilities have been found, or that no compromise exists. The Service Provider gives no guarantee of completeness and no warranty that a system is or will remain free of vulnerabilities.

C7 No certification. A report is not a certification, attestation, accreditation or audit opinion, and does not establish compliance with ISO 27001, SOC 2, PCI DSS, NIS2, DORA, GDPR or any other standard or law, unless the Project Order expressly states that such an assessment is in scope and the Service Provider is qualified and accredited to give it.

C8 Findings and confidentiality. Reports, findings, vulnerabilities, credentials and evidence are confidential to the Client and are not portfolio material under any circumstances. Section 17.5 applies. The Service Provider shall store findings securely, shall transmit them by a secure channel agreed with the Client, and shall delete test data, captured credentials and working copies within ninety (90) days of delivery unless the Client requests earlier deletion or longer retention in text form.

C9 Remediation. Unless the Project Order expressly includes remediation, the Service Provider reports and advises but does not fix. Implementation of recommendations, and the decision whether to implement them, is the Client's. The Service Provider is not liable for loss arising from findings the Client did not remediate, or remediated differently.

C10 Retesting. Verification of remediation is a separate assignment unless the Project Order includes a retest, in which case the Project Order states its scope and window.

C11 Pre-existing compromise. If the Service Provider discovers evidence of an active or historic compromise, it shall notify the Client's escalation contact without undue delay and pause testing where continuing could destroy evidence. Incident response, forensics and notification to authorities or data subjects are not included unless separately commissioned, and the Client's legal notification duties remain its own.

C12 Lawful use. The Client shall use reports and findings only for securing its own systems. The Client shall not use any material supplied by the Service Provider to attack, test or access a system it does not own or is not authorised to test.

Section D — Blockchain, Smart Contracts and Web3

smart contract development · dApps · protocol integration · smart contract audits

D1 Nature of the service. The Service Provider provides technical development and technical review services only. It does not provide financial, investment, tax, accounting, legal or regulatory advice, and nothing it supplies is a recommendation to issue, acquire, hold or dispose of any digital asset.

D2 Regulatory responsibility. The Client is solely responsible for determining and complying with the legal and regulatory treatment of its project, including securities, MiCA, e-money, payment services, anti-money-laundering, sanctions, consumer protection and tax obligations in every jurisdiction in which it operates or offers. The Service Provider does not assess regulatory classification and shall not be treated as having approved any aspect of it.

D3 Audits are not guarantees. A smart contract audit or security review is a point-in-time, best-effort technical assessment of the code and scope stated in the Project Order. It does not guarantee that the code is free of vulnerabilities, that it cannot be exploited, that it behaves correctly under all conditions, or that economic, governance, oracle, market-manipulation or incentive-design attacks are impossible. No audit constitutes an assurance, certification or warranty of security or correctness. Sections C6 and C7 apply equally to audits under this Section.

D4 Deployment and keys. Deployment to any public network is the Client's decision and, unless the Project Order expressly states otherwise, the Client's act. The Client is solely responsible for generation, custody, backup and use of private keys, seed phrases, signer sets, multisig configuration, admin roles and upgrade authority. The Service Provider shall not hold Client private keys or custody Client assets unless expressly agreed in text form with separately agreed terms.

D5 Immutability. The Client acknowledges that code deployed to a public blockchain may be immutable and irreversible, that errors may be uncorrectable after deployment, and that transactions cannot ordinarily be reversed. The Client shall satisfy itself, before deployment, that the code and configuration are correct for its purpose.

D6 External dependencies. Deliverables may depend on networks, nodes, bridges, oracles, token standards, libraries, indexers, wallets and other components operated or maintained by third parties. The Service Provider is not liable for their failure, compromise, discontinuation, forking, reorganisation, congestion or change in behaviour.

D7 Excluded loss. Subject to Section 20.1 and mandatory law, the Service Provider is not liable for: loss, theft or inaccessibility of digital assets, tokens or funds; loss arising from exploitation of deployed code; gas, transaction, bridging or slippage costs; changes in the market value of any digital asset; loss arising from key compromise, phishing or Client-side signing; loss arising from governance decisions; or loss arising from code modified, extended, redeployed or reconfigured after delivery.

D8 Liability figures for this Section. In view of the risk profile of blockchain deployments, the Parties agree that the damage foreseeable and typical for assignments under this Section does not ordinarily exceed, per event and in aggregate for the relevant Project Order, the amount of the Project Fee for that Project Order, unless the Project Order expressly agrees a higher figure against an additional fee. Section 20.1 and mandatory law remain unaffected, and Section 20.3 does not apply to this Section.

D9 Post-delivery changes. Any modification of delivered code by the Client or a third party ends the Service Provider's responsibility for the modified code and voids the scope of any audit statement in respect of it.

D10 Bug bounties and disclosure. The Service Provider is not obliged to operate, monitor or respond to a bug bounty programme. Where the Service Provider becomes aware of a critical vulnerability in delivered or audited code, it shall notify the Client confidentially and shall not disclose it publicly without the Client's consent, save where disclosure is legally required.

Section E — Ongoing Services

hosting and infrastructure management · maintenance and updates · monitoring · support and retainers

E1 Nature. Ongoing Services are continuing obligations to perform services with due care over a period. They are not directed at a defined work result, and Sections 8 and 9 do not apply to them except in respect of a discrete work result expressly commissioned within them.

E2 Commissioning. Ongoing Services are commissioned by an Ongoing Services Project Order stating the services included, the monthly or periodic fee, the service window, any response targets, the included volume of work, the start date and the notice period.

E3 Term and notice. Unless the Project Order provides otherwise, the term runs monthly and may be terminated by either Party with one (1) month's notice to the end of a calendar month. Termination for material cause under Section 21.4 remains unaffected.

E4 Included volume. The fee covers the services and volume stated in the Project Order. Work beyond that volume, and work outside the service window, is charged at the rate stated in the Project Order or, failing that, at the Service Provider's then-current rate, and requires the Client's approval in text form unless it is necessary to prevent imminent material harm.

E5 Response targets. Any response or restoration time stated in the Project Order is a target and is measured within the service window. It is not a guaranteed availability figure and does not constitute a service level agreement unless the Project Order expressly designates it as such and states the consequences of missing it.

E6 Availability. The Service Provider does not warrant uninterrupted availability. Availability depends on Third-Party Services under Section B3, and time required for necessary maintenance, security updates and emergency intervention is not a failure of performance. The Service Provider shall give reasonable advance notice of planned maintenance where practicable.

E7 Pass-through costs. Hosting, cloud, licence, domain, certificate and comparable third-party costs are passed through at cost in addition to the fee unless the Project Order states that they are included. Where a provider changes its prices, the pass-through amount changes accordingly with notice to the Client.

E8 Fee adjustment. The Service Provider may adjust the periodic fee with at least two (2) months' notice in text form, taking effect no earlier than twelve (12) months after the start of the Ongoing Services. If the adjustment exceeds the increase in the German consumer price index over the relevant period, the Client may terminate the Ongoing Services with effect from the date the adjustment would take effect, by notice in text form given within one (1) month of receiving the notice.

E9 Backups. Backups are included only where the Project Order says so, and then only in the frequency, scope and retention stated. Where backups are not included, the Client is responsible for them. Even where included, the Client shall maintain an independent copy of business-critical data.

E10 Suspension and exit. The Service Provider may suspend Ongoing Services where payment is more than fourteen (14) days overdue and a reminder has been given. On termination, the Service Provider shall, at the Client's request and against payment of any outstanding amount, hand over the data, configurations and access within its control in a commonly readable format, and shall provide reasonable transition assistance at its then-current rate. The Service Provider is under no obligation to retain Client data more than thirty (30) days after termination.

ACKNOWLEDGEMENT OF RECEIPT

These Terms apply when they are validly incorporated into a quotation, Project Order or order confirmation and the Client has had a reasonable opportunity to take notice of them. Signature below is not required for the Terms to apply, but records receipt of this version. The Client confirms that it is contracting as a business or entrepreneur and not as a consumer.

Company

Project Order ref.

Name

Title

Place

Date

Signature