

Supplementary Terms for Marketing Plans (JPM)

These Supplementary Terms supplement the General Terms and Conditions ("GTC") of Brandnamic GmbH, available at www.brandnamic.com/en/gtc, with product-specific provisions. They apply exclusively to marketing plans (JPM).

1. Processing of Advertising Services

As a rule, the processing of advertising services requires the client to deposit a credit card issued in the client's name. The respective advertising budget, including any applicable digital tax, is charged directly to the client's credit card. If, by way of exception, the entire billing is handled via a credit card provided by Brandnamic, an administrative fee of 2% of the agreed advertising budget will be charged.

Where advertising budgets are billed via Brandnamic, the following applies:

- a) Digital taxes for advertisers and other advertising levies will be invoiced subsequently after the end of the term.
- b) Billing: CPC (cost-per-click) and CPM (cost-per-mille) billing is based on statistical data. The client confirms having been informed that statistics may vary depending on the analytics software used. Google, Microsoft, metasearch and social media campaigns are billed pro rata on a monthly basis over the entire term. For organisational reasons, billing based on actual spend is not possible. Any remaining balances will be settled at the end of the campaign.

2. Renewal of Marketing Plans

Depending on the option selected in the offer, the following applies to the renewal of the marketing plan:

Renewal for up to three years (Option a)

After expiry of the originally agreed term, the client has the right, within one month, to renew the marketing plan under the existing commercial terms for a period to be agreed with the Brandnamic consultant, up to a maximum total term of three years. Early termination is excluded.

Renewal for an indefinite period (Option b)

After expiry of the agreed term, the marketing plan is renewed automatically and tacitly for an indefinite period under the existing commercial terms. In this case, either party may terminate it at any time in writing with six weeks' notice to the end of a month.

If no option is selected in the offer, Art. 3.3 of the GTC applies. Unless otherwise agreed, the order includes one (1) round of revisions. Any further changes will be charged based on the actual time spent at the hourly rates set out in Art. 4.4 of the GTC.

3. Conclusion and Management of Advertising Contracts

The client instructs Brandnamic to conclude, in its own name as contracting party and for the account of the client, all advertising contracts

with media, platforms and other advertising outlets (hereinafter "Advertising Partners") required to implement the confirmed marketing plan, and to manage them for their entire duration (mandate without power of representation pursuant to Art. 1705 of the Italian Civil Code). Negotiations and invoicing relating to these advertising contracts take place directly between Brandnamic and the Advertising Partners. The client undertakes, jointly and severally with Brandnamic, to pay all amounts due to the Advertising Partners, as per the invoices issued to Brandnamic, for services purchased by Brandnamic for the account of the client. The client simultaneously assumes this obligation in favour of the Advertising Partners as third-party beneficiaries within the meaning of Art. 1411 of the Italian Civil Code. If Brandnamic fails to pay an Advertising Partner's invoices, in whole or in part, within the contractually agreed deadlines, the client hereby undertakes to pay the outstanding amount directly to that Advertising Partner upon its request. Brandnamic is entitled to provide the Advertising Partners with evidence of this obligation of the client. Payments made by the client to an Advertising Partner will be credited against the amounts owed to Brandnamic.

The client confirms that the necessary user consents pursuant to the GDPR have been obtained, and can be demonstrated, for all email addresses transmitted for advertising purposes, and shall indemnify and hold Brandnamic harmless against any third-party claims in this respect.

4. Waiver of ROAS Evaluation

If ROAS (return on ad spend) evaluation is not feasible, the client acknowledges and confirms that, without this metric, the campaigns cannot be optimised on the basis of CPO (cost per order), and that this may impair the analysis, efficiency and profitability of the campaigns.

5. Cancellation Terms

The client is aware that activities cancelled after confirmation of the marketing plan will be charged at 50% of the agreed price. If an activity or the design of advertising materials is cancelled less than five working days before the campaign start, Brandnamic will charge 100% of the stated price. Budget reallocations within the confirmed marketing budget may be made, provided they are notified at least four weeks before the campaign start.

Items relating to the Brandnamic Hospitality Apps do not end when the marketing plan expires but continue until revoked. They may be terminated in writing with 30 days' notice to the end of the year (i.e. within the month of November).