

## GENERAL TERMS AND CONDITIONS.

### 1. Scope

1. standing ovation ag (hereinafter «standing ovation») specializes in brand experience and supports companies from strategic foundation through to tangible impact. Its range of services includes the strategic analysis and management of brands as well as the conception, design and implementation of brand experiences along the entire customer journey. This is based on the emovation® methodology, which uses motive and resonance analysis to systematically capture the emotional drivers of brand impact so they can be used as a basis for decision-making. Building on this, standing ovation provides services in four core areas: live marketing (corporate, business and public events, conferences and meetings, as well as physical and hybrid experience formats), customer experience (campaigns, websites, digital platforms and dialog-oriented formats along the customer journey), employer branding (employer brands, recruiting experiences and formats for developing corporate culture) and content creation (branding, design, motion graphics, film and content for campaigns, platforms and brand experiences).
2. These General Terms and Conditions (GTCs) govern the contractual relations between standing ovation and its clients (hereinafter the «client», singular), unless otherwise agreed in writing.
3. Contractual terms (GTCs, etc.) of the client, or contractual terms to which the client refers in any form, are only applicable with the written consent of standing ovation. In this case, they apply solely to the contract in question.

### 2. Conclusion of contract

4. A contract between standing ovation and the client arises when it is signed by both parties.
5. If standing ovation has prepared a cost estimate, the contract also arises when the client signs this estimate and returns it to standing ovation by mail or email. By signing, the client is deemed to have accepted these GTCs.

### 3. Services of standing ovation

#### 3.1 Nature and scope of services

6. The services of standing ovation are set out in the contract with the client or in the cost estimate.

#### 3.2 Due diligence

7. standing ovation provides its services diligently, taking the interests of the client into account.

#### 3.3 Legal permissibility

8. The client bears the risk regarding the legal permissibility of services to be rendered by standing ovation.

#### 3.4 Other service providers (third parties) and procurements

9. standing ovation has sole authority to decide on the engagement and selection of other service providers (subcontractors, suppliers, artists, etc.; hereinafter referred to as «third parties»). In doing so, it shall take the client's wishes into account wherever possible.
10. standing ovation shall conclude contracts with third parties in its own name.

### 3.5 Dates and deadlines

11. Dates and deadlines that standing ovation announces are based on careful planning. However, all dates and deadlines are non-binding unless standing ovation expressly designates them as binding in writing.
12. standing ovation shall only postpone dates and extend deadlines in justified cases, namely if force majeure or other circumstances beyond its control make it impossible to provide services on time.
13. Any delay for which the client is responsible shall entitle standing ovation to compensation for the additional costs incurred as a result of the delay.

### 3.6 Changes to services

#### 3.6.1 Client requests for changes

14. The client shall notify standing ovation of any changes to the agreed services as early as possible.
15. standing ovation shall inform the client of any potential impact and provide them with a quotation for the requested changes.
16. standing ovation shall estimate an amount for follow-up costs (such as any compensation for obligations it has already entered into vis-à-vis third parties) and make these known to the client together with the quotation.
17. Changes are only to be made if the client accepts the quotation in writing within a period specified by standing ovation.
18. Acceptance of the quotation constitutes approval of the follow-up costs associated with the change and – if a fixed fee has been agreed – a corresponding adjustment of this fixed fee (or the relevant remuneration items).
19. The client shall pay all expenses already incurred by standing ovation and any third parties engaged by standing ovation in full.
20. Should the client decide not to implement the change, standing ovation shall be entitled to compensation for processing the change requests.

#### 3.6.2 Changes by standing ovation

21. standing ovation shall obtain the client's consent for significant changes to the agreed services. Changes are only considered significant if they reduce the scope of services owed by standing ovation and/or the overall effect of additional costs equates to at least 10% of the agreed remuneration.
22. If a fixed fee has been agreed, the client's consent results in a corresponding adjustment of the fixed fee (or the relevant remuneration item). Reduced costs do not result in an adjustment to the fixed fee (or the relevant remuneration item).
23. The right of standing ovation to change or not to provide services (e.g. to cancel a project) as a result of force majeure or other circumstances for which it is not responsible remains reserved. In this case, the client is not entitled to claims for damages or other claims. Force majeure includes events such as natural disasters, war, terrorism, epidemics, pandemics, government bans, supply bottlenecks or other unforeseeable events that are beyond the control of a party and that adversely affect performance of the contract.
24. standing ovation is entitled to make minor changes to its services of its own accord, provided it notifies the client.

## 4. Remuneration

### 4.1 Cost estimate

25. The client shall pay remuneration in accordance with the agreement concluded with standing ovation or the cost estimate approved by the client by signing and returning it to standing ovation.
26. All remuneration items are denominated in Swiss francs and, unless explicitly stated otherwise, exclusive of VAT and other public levies.

### 4.2 Remuneration on a time and material basis

27. standing ovation shall invoice its services based on actual time spent at the rates agreed with the client, unless expressly stipulated otherwise in writing in the cost estimate.

### 4.3 Fixed fee

28. An agreed remuneration shall only be considered a fixed fee if standing ovation expressly declares this in writing.
29. A fixed fee (or the remuneration items contained therein) may be adjusted for the following reasons:
- Additional costs resulting from necessary changes; necessary changes are defined as changes resulting from force majeure (see point 23) or other circumstances beyond the control of standing ovation, in particular as a result of new statutory and official regulations and requirements, or court and police orders. The date of conclusion of the contract is considered the effective date;
  - Additional costs due to delays for which the client is responsible;
  - Additional costs incurred as a result of client requests for changes;
  - Additional costs as a result of changes made by standing ovation, that – where material – the client has approved;
  - Additional costs incurred as a result of the client's instructions to engage certain third parties, which standing ovation has accepted notwithstanding their sole right to decide on the engagement and selection of third parties;
  - Additional costs due to circumstances not known at the time of conclusion of the contract.

### 4.4 Partial payments

30. The client shall make an initial partial payment of 30% of the agreed remuneration within 10 days of the conclusion of the contract.
31. Subsequently, the client shall make further partial payments up to 90% of the agreed remuneration in accordance with the invoices submitted by standing ovation.
32. Timely payment is determined by receipt of payment (and not the date of the transfer). If payment is not made within the specified period, standing ovation is not obligated to provide services.
33. Upon expiry of the payment period, the client is automatically in default without further notice. In this case, standing ovation is entitled to demand default interest at the rate of 5% per year for each day on which payment is delayed, as well as to demand the reimbursement of all costs incurred in connection with the collection of their remuneration (including all legal costs).

### 4.5 Final remuneration

34. The client shall pay the final remuneration as detailed in the final invoice. The provisions concerning the payment period and default (points 32 and 33) apply mutatis mutandis.
35. Where a fixed fee is applied, there is no cost overrun if the fixed fee (adjusted where necessary) does not exceed the sum of all compensation items. Accordingly, additional expenses for a remuneration item may be offset by reducing expenses for another remuneration item.

## 5. Information obligations

36. standing ovation and the client shall notify each other at the earliest opportunity of any circumstances that may have an impact on the performance of their contractual obligations.

## 6. Objections by the client

37. The client shall immediately raise any objections it may have regarding the services provided by standing ovation and/or third parties engaged by standing ovation or the fees invoiced for these services, in writing, stating reasons, failing which the services or invoice shall be deemed to have been approved unconditionally by the client.

## 7. Liability and insurance

### 7.1 Liability of standing ovation

38. standing ovation shall be liable for damage arising from or in connection with the contract with the client, insofar as it has caused such damage itself intentionally or through gross negligence. All other liability, in particular for minor negligence, is excluded. This also applies to liability for damage caused by auxiliary personnel.
39. In particular, standing ovation's liability for any damages is excluded:
- Where the client demands engagement of a specific third party that standing ovation has accepted notwithstanding its sole authority to decide on the engagement and selection of third parties, insofar as the loss or damage is attributable to this demand;
  - Where the client issues instructions that it insists upon despite dissuasion by standing ovation, and where the client issues instructions directly to third parties;
  - Where third parties with which the client has a contractual relationship provide services.
40. standing ovation assumes no liability for any loss or theft to which the client may be subject.

### 7.2 Insurance

#### 7.2.1 Liability insurance of the organizer (applies to event and live communication measures only)

41. Upon conclusion of the contract, the client undertakes to maintain liability insurance with an event supplement, either through a policy that it holds upon conclusion of the contract or, if necessary, corresponding supplements to existing insurance policies.
42. In particular, the insurance must cover any damages resulting from the organization, execution and operation of the event, including personal injury and property damage affecting participants, guests and other third parties as well as damage to premises and equipment that are hired or made available.
43. The amounts insured and the scope of benefits provided by the insurance must be proportionate to the nature, scope and risk potential of the event in question. The contractor is entitled to request corresponding proof of insurance at any time and, where insurance cover is insufficient, to make the holding of the event contingent upon changes to said cover.

## 8. Confidentiality

44. standing ovation and the client and their vicarious agents undertake to treat as confidential all facts arising from or in connection with the contract between them that are neither public knowledge nor in the public domain. They shall maintain confidentiality even prior to the conclusion of the contract and maintain it after termination of the contract.
45. This does not apply to:
- A legal obligation or an official or judicial order to disclose information;
  - The right of standing ovation to mention the client as a reference.

## 9. Copyrights and usage rights

### 9.1 Principles

46. The copyright to all works that standing ovation creates for the client remains solely with standing ovation. The right to use these works is assigned to the client only after full payment of the remuneration.

### 9.2 Presentations, pitch

47. Works, concepts, ideas, strategies and solutions brought to the attention of the client in the course of presentations (e.g. «pitch services») remain the intellectual property of standing ovation.
48. The client is not entitled to use, duplicate or make available to third parties any pitch services in whole or in part without the prior written consent of standing ovation. In the event of use, the client undertakes to pay appropriate remuneration. This shall be calculated on the basis of the actual scope of use and the economic value of the pitch services, in particular taking into account any cost estimates or quotations.

### 9.3 Unlawful use

49. In the event of unlawful use of pitch services or other works of standing ovation protected by copyright, the client shall pay an appropriate contractual penalty. The amount depends on the scope and economic significance of the use, but typically represents up to 50% of the estimated or quoted contract value. The right to assert further damages remains reserved.
50. Payment of the contractual penalty does not constitute a right of use. Any further use requires the prior written consent of standing ovation.

### 9.4 Self-promotion

51. standing ovation may name the client as a reference and use the results of the services provided for reference purposes and for all forms of self-promotion.
52. The use and publication of quotes, statements or images by or with the client is not permitted without its written consent. standing ovation shall provide the client with the information it wishes to publish in advance. Unless the client objects in writing to the information provided for publication within ten (10) working days, approval shall be deemed to be granted.

## 10. Termination of contract

53. The contract between standing ovation and the client terminates upon complete fulfillment of all obligations. It may be terminated or revoked at any time by standing ovation or by the client.
54. Should the client terminate the contract prematurely, the client shall pay all expenses incurred by standing ovation and any third parties engaged up to the termination of the contract. standing ovation's right to claim further damages, e.g. for lost profits, remains reserved.
55. Should an event covered by the contract fail to take place or if it is terminated prematurely due to circumstances for which standing ovation is not responsible, this shall also be deemed early termination by the client.

## 11. Final provisions

### 11.1 Relationship between standing ovation and the client

56. The relationship between standing ovation and the client is purely contractual. The parties in no way intend to enter into a simple partnership or any other relationship under corporate law by concluding the contract.

### 11.2 Amendments to the GTCs and other agreements

57. standing ovation reserves the right to amend these GTCs at any time.
58. Changes and additions to other agreements between standing ovation and the client are to be made by prior consultation and must be made in writing in order to be valid.

### 11.3 Legal succession and assignment of rights and obligations

59. The parties shall transfer the rights and obligations arising from their contract to any legal successors.
60. In all other respects, the client may only transfer rights and obligations arising from the contract to third parties with the prior written consent of standing ovation.

### 11.4 Prohibition of offsetting

61. The client may only offset claims against standing ovation if standing ovation consents to this in writing.

### 11.5 Written form requirement

62. Under the written form requirement, verifiability by text may also be met in particular by email. Documents with any type of electronic signature or document signature (e.g. PDF with image file signature, ESigA-compatible electronic signatures such as DocuSign or Skribble) satisfy the written form requirement and are equivalent to documents signed by hand.

### 11.6 Severability clause

63. Should individual provisions of these GTCs or of the other agreements between standing ovation and the client be invalid or ineffective, this shall not affect the validity of the contractual relationship as a whole. In such a case, the parties shall conclude an agreement that replaces the relevant provision with a valid provision that reflects the economic intent of the original as closely as possible.

## 12. Applicable law and place of jurisdiction

64. Any disputes arising from or in connection with these GTCs and the other agreements between standing ovation and the client are governed exclusively by Swiss law, to the exclusion of the rules of private international law.
65. The exclusive place of jurisdiction is the registered office of standing ovation.

Zurich, February 2026.