

GENERAL TERMS AND CONDITIONS OF BUSINESS OF G+J eIMS (formerly titled: General Terms and Conditions of Business relating to advertisements and other advertising media in newspapers and magazines)

The following General Terms and Conditions of Business (hereinafter referred to as the "GTCs") govern the relationship between the Publisher and the Customer in respect of the performance of the publisher's services for customers of G+J eIMS, in particular the processing of advertisement orders. Unless expressly agreed otherwise, such orders are subject exclusively to these GTCs. General terms and conditions of business of the Customer are hereby excluded; this also applies if the terms and conditions of the Customer are not expressly objected to or the Publisher provides its services without objection. These GTCs are a translation of the respective German *Allgemeine Geschäftsbedingungen*. In the event of discrepancies, inaccuracies or omissions in the English version, the German version shall prevail exclusively. The same shall apply to the English language advertising ad rate cards which are translations of the respective German *Preislisten*.

1. DEFINITIONS:

"Agency" means agencies involved in the placement of orders in their own name or in the name of a third party.

"Agency Client" refers to a principal for whom an agency commissioned by the principal, in its own name and for its own account, books services rendered by the Publisher. Bookings are made on the basis of a two-tiered contractual relationship: Publisher – Agency/Agency – Agency Client; the Agency shall be responsible for the prices charged to the Agency Client.

"Advertisement" includes advertisements and other advertising material.

"Direct client" is a principal with whom a direct order relationship exists. This also applies if the direct client has engaged an agency to act as its representative, which places the order on its behalf, § 164 BGB (German Civil Code).

"Customer" is the contracting partner of the Publisher (agency or direct client).

"Production order" refers to the contract between the Publisher and the Customer relating to the provision of creation, production and/or printing services.

"Advertising order" or **"contract"** is the agreement between the Publisher and the Customer for the publication of advertisements in a publication marketed by the Publisher and/or performance of other services by the Publisher. An agreement concerning a number of services requisitioned from time to time by the Customer is also deemed to be a contract.

"Product test" is the order for the performance of tests of a product with readers / users of the Publisher.

"Publication" is a print or digital publication (ePaper, eMagazines) marketed by the Publisher.

"Publisher" is Gruner + Jahr GmbH & Co KG, eIMS Division, Am Baumwall 11, D-20459 Hamburg, for all newspapers and publications marketed by the Publisher, even if these are published by third parties.

"WoM campaign" is the order placed for a word-of-mouth campaign on markenjury.de and comparable platforms.

"Advertiser" means the legal or natural person whose name, products or services are promoted in the advertisement.

"Zeitpunktmarketing product" is a product developed by the Publisher solely as an advertising medium containing vouchers, product samples, advertising material or other products from various principals.

GENERAL PROVISIONS

1. The advertisement order or contract shall enter into force once the advertisement has been booked by the Customer (offer) and the booking has been confirmed by the Publisher in writing (acceptance) or on performance of the service.

2. If a Direct Client is represented by an Agency, it must be expressly stated in writing that the booking shall be made in the name and for the account of the Direct Client, at the latest when the advertisement is booked. In the absence of such timely statement, the contract shall be deemed to have been concluded for the benefit and binding upon the Agency, § 164 (2) BGB (German Civil Code). The Publisher is entitled to demand proof of mandate from the Agency.

3. In the event that an Agency Client changes the Agency during the execution period of the contract, the Publisher assumes that the former agency transfers the contractual relationship, including all rights and obligations arising therefrom, to the new agency. In this case, the consent of the Publisher to allow the new agency to continue performance of the contract shall be deemed to have been given, if no objection was raised thereto.

4. The Customer is not entitled to call for the Publisher to reject orders from third parties with similar content and/or comparable products.

5. If one or more requisition orders under the contract are not fulfilled due to circumstances beyond the control of the Publisher, the Customer shall reimburse the Publisher for the difference between the discount granted and the amount corresponding to the actual volume.

6. The Publisher shall be liable for any loss or damage arising from a violation of contractual obligations or tort in accordance with the following provisions: in the event of gross negligence, liability in commercial transactions shall be limited to compensation equivalent to the foreseeable damage normally expected to arise in such cases to the extent that such loss or damage was caused by senior employees of the Publisher. The Publisher shall be liable for minor negligence only to the extent that a material contractual obligation has been violated, a warranty has been assumed or in the case of fraudulent misrepresentation. In such cases liability shall be limited to the foreseeable loss or damage normally expected to arise. If liability is limited to typical foreseeable loss or damage, no liability shall be assumed for indirect loss or damage, consequential loss or damage or loss of profits. In the event of claims based on product liability legislation as well as injury to life, limb or health, the Publisher shall be liable in accordance with statutory requirements. All claims arising from a violation of contractual obligations asserted against the Publisher shall be statutebarred one year after commencement of the statutory limitation period unless caused through wilful intent.

7. Invoices are due and payable within the period stated in the ad rate card unless some other period for payment or advance payment is stated in these General Terms and Conditions of Business or in writing in individual cases. Discounts for early payment, if any, shall be granted as specified in the ad rate card. The Publisher reserves the right to demand advance payment in justified circumstances, such as a new business relationship. The customer shall bear all costs and expenses associated with money transactions. Value added tax will be charged if applicable.

8. In the event of delayed or deferred payment, standard bank interest and collection fees shall be charged. In the event of delayed payment, the Publisher may suspend the further execution of the current order until payment is received and may demand advance payment for the remaining services. If there is justified doubt regarding the solvency of the Customer, the Publisher shall be entitled, even during the term

of the advertisement order and regardless of the payment terms originally agreed upon, to suspend publication of further advertisements until advance payment of the amount in question has been effected by the closing date for advertisements and outstanding invoice amounts have been settled. This shall also apply if the Customer is in delay with payments to other companies of the Gruner+Jahr or Bertelsmann Group. The Customer may only set off claims asserted by the Publisher in the case of uncontested or legally established claims.

9. As a rule, advance announcement of the collection of a payment based on a direct debit order is made on the invoice or is otherwise subject to a period of at least 2 working days. Once the order takes effect, the Agency placing the order shall, by way of collateral security, assign its respective claim for payment against the Agency Client to the Publisher, who hereby accepts this assignment. The Publisher is entitled to disclose this assignment of collateral security to the Agency Client if the Agency placing the order is in delay with payment of the Publisher's invoice for at least thirty days.

10. The Publisher shall be entitled to amend the GTCs and ad rate cards at any time with future force and effect. Changes to GTCs and prices for orders placed shall be effective if announced by the Publisher at least one month before carrying out the services; in this case, the Customer shall be entitled to rescission. The right of rescission must be exercised in writing within 14 days of receipt of the change notice concerning the price increase. In the case of special discounts (e.g. countertransactions, etc.) additional costs incurred, such as postal charges, shall be listed separately and are not subject to discounts and commissions.

11. If finished products are to be dispatched at the request of the Customer, the risk shall pass to the Customer as soon as the consignment has been handed over to the person carrying out the transport.

12. The goods delivered shall remain the property of the Publisher until all claims against the Customer existing as at the invoice date have been settled in full. The Customer may only resell the products in the ordinary course of business. The Customer hereby assigns its claims arising from any resale to the Publisher. The Publisher hereby accepts the aforesaid assignment. The Customer is obliged to disclose the debtor of the assigned claim in the event of default at the latest. If the value of the items of collateral in favour of the Publisher exceeds the latter's claims by a total of more than 20%, the Publisher is, at its discretion, obliged to release collateral at the request of the Customer or any third party adversely affected by the Publisher's excess collateralisation. In the case of treatment or processing of products supplied and owned by the Publisher, the Publisher shall be deemed to be the producer in accordance with § 950 BGB (German Civil Code) and retains ownership of the products during all stages of processing. If third parties are involved in the treatment or processing, the Publisher shall be limited to a share of co-ownership amounting to the invoice value of the products subject to retention of ownership. The ownership thus acquired shall be deemed to be retained property.

13. In the relationship between the Publisher and Customer the current ad rate card shall apply. No agency commissions or any other discounts or deductions shall be granted on invoices for creation, printing and production costs.

14. The Customer shall bear sole responsibility for the contents and legal permissibility of the contents provided by it (advertising media, texts, photos, slogans, samples, etc.) and warrants that any possible rights of use or consent of third parties (especially, though not exclusively, con-

sent to testimonials and depicted persons) required for the execution of the contract have been obtained, that the contents and product samples provided do not violate applicable laws or third-party rights, and that loose inserts, additions, product samples etc. are appropriate for the agreed-on distribution, and above all are appropriately packaged. The Publisher shall not be obliged to verify the correctness of any statements made by the Customer in regard to its products and services. The Publisher shall be obliged to verify the legal permissibility of the contents or items provided by the Customer (in particular under competition, registered brand, food and drug law) only if this is expressly stated in the order placed. If the Customer commissions the Publisher to perform these services, it shall bear the resultant fees and costs incurred by the Publisher and third parties (attorney, government agencies, etc.) at prevailing market terms, unless otherwise agreed.

15. The Customer shall hold the Publisher harmless from all claims asserted by third parties that may arise from violations of statutory provisions or third-party rights or from the sending of items provided by the Customer to the Publisher. In particular, the Customer warrants that the advertising media supplied do not contain any substances as defined in the REACH Regulation No. 1907/2006/EC in a concentration higher than 0.1% and in the event of non-compliance to notify the Publisher thereof without delay and to immediately disclose such information to third parties accordingly. In addition, the Publisher shall be held harmless from any costs incurred in defending such claims. The Customer undertakes to assist the Publisher in good faith with information and documentation in the legal defence against third parties.

16. The Customer requires the prior consent in writing from the Publisher in order to transfer its rights and obligations arising from the order. The Publisher shall be entitled to make use of third parties' services to meet its obligations arising from the order placed.

17. Unless otherwise agreed, the contracting parties shall treat the content of the order, in particular rates and conditions, in strict confidence. This shall not apply where disclosure is ordered by a court of law or public authority or if such disclosure is necessary to assert own rights against the respective other contracting party. Moreover, the Publisher shall be entitled to disclose the content of the order, the names of third parties engaged, as well as associated companies pursuant to §§ 15 ff. of the German Companies Act (*Aktengesetz*).

18. Any amendments or addenda to these GTCs shall be made in writing in order to be legally valid. This also applies to dispensing with this requirement as to written form.

19. If any provision of these GTCs should be or become invalid, this shall not affect the validity of the remaining provisions thereof. The invalid provision shall be replaced by such valid provision that corresponds most closely to the commercial purpose of the invalid provision.

20. The place of performance shall be the Publisher's registered offices. The place of jurisdiction for all legal disputes and proceedings arising from business transactions with businesspersons, public law entities or special funds under public law shall be the registered offices of the Publisher. To the extent that the claims of the Publisher are not enforced in summary proceedings, the place of jurisdiction for disputes with non-businesspersons shall be the latter's domicile. If the domicile or ordinary place of residence of the Customer, including non-businesspersons, is unknown at the time of the institution of legal proceedings or if the Customer relocates its domicile or ordinary place of residence outside the territorial application of this law subsequent to conclusion of the contract, the place of jurisdiction shall be the registered offices of the Publisher.

21. German substantive law shall apply subject to the exclusion of referral rules under Private International Law.

SPECIAL PROVISIONS FOR BOOKING AND PROCESSING ADVERTISING ORDERS

22. Bookings and confirmations of advertisements can be effected via the OBS online booking system (information on OBS is available at www.obs-portal.de).

23. Each advertising order specifically refers to an advertiser by name or company; a replacement of the advertiser by the Customer after an advertising booking is subject to the approval of the Publisher in writing.

24. If the right to requisition a number of individual advertisements is granted within the scope of a contract, the order shall be finalised within one year since the release of the first advertisement.

25. Orders for advertisements to be published only in certain issue numbers, certain editions or in certain places of the printed publication must be received by the Publisher on such a timely basis as to enable the latter to notify the Customer before the ad closing date that the order cannot be executed in this manner.

26. The Publisher reserves the right to use title cover flaps at short notice to cover advertisements on the cover pages.

27. Advertisements that cannot be recognized as such due to their design shall be clearly identified as such by the Publisher with the word "advertisement".

28. Advertising orders may be cancelled by the Publisher until the sample has been submitted by the Customer and approved by the Publisher. The Publisher also reserves the rights to reject advertisements, including individual requisitions under the term of the contract, if

- the contents thereof violates applicable laws or requirements of public authorities or
- the contents thereof was found objectionable by the German Advertising Standards Authority (*Deutscher Werberat*) within the scope of a complaints procedure or
- publication thereof is unacceptable to the Publisher because of the content, design, origin or technical form or
- they contain advertisements of persons other than the Advertiser ("third party") or on behalf of third parties

29. The Publisher shall be entitled to temporarily interrupt advertisements in electronic publications if there is sufficient suspicion of unlawful content of the publication to which the advertisement is linked. This applies in particular in cases of investigations by public authorities or an admonition of an alleged injured party unless such admonition obviously is unfounded. The Customer is notified of the blocking and is required to remove the linked content without delay or show and, if possible, submit evidence as to the lawfulness of such content. The Publisher can make an offer to the Customer to replace the advertisement in question with some other advertisement or to replace a hyperlink to some other website. The additional costs incurred can be invoiced to the Customer after evidence is provided by the Publisher; the Publisher is responsible for this decision. The blocking must be suspended as soon as the suspicion has been refuted.

30. The Publisher shall be entitled to withdraw an advertisement from the electronic edition if the Customer subsequently makes unannounced changes to any content or to the URL of the link, or if the content of the website to which the link is in place has been substantially modified. The Publisher's entitlement to remuneration shall remain unaffected.

31. Advertisements containing advertising of or for third parties ("bundled advertising") are subject in each individual case to the prior declaration of acceptance by the Publisher in writing. Bundled advertising shall entitle the Publisher to a bundling surcharge.

32. The Customer is solely responsible for the timely delivery and perfect condition of suitable

copy material or any other advertising media; in particular, this concerns the format or technical parameters of the Publisher for such copy or advertising material. To the extent that copy material deviates from the booked and confirmed formats in terms of bleed and type area, the delivered format shall be used. Unless otherwise agreed, delivery shall be effected via the DUON portal (www.duon-portal.de). Upon delivery, the Customer undertakes to supply correct copy material or other advertising media, particularly with regard to the format or technical parameters specified by the Publisher in due time prior to the insertion date. The Customer shall bear the costs incurred by the Publisher for any changes requested or caused by the Customer. The usual quality of the advertisements or other advertising media is agreed in accordance with the parameters stated in the ad rate card and in the order confirmation within the scope of the options available by the print records supplied. This only applies in the event that the Customer complies with the binding technical parameters specified by the Publisher.

33. Copy material shall only be returned to the Customer at the latter's special request. The obligation to retain copy material ends three months after first circulation of the advertisement.

34. If the publication of the advertisement does not comply with the contractually agreed quality, the Customer is entitled to a reduction in payment or a faultless replacement ad, but only to the extent that the purpose of the advertisement was impaired. In particular, a deviation from the contractually agreed quality shall not apply to

- fluctuations in colour and tone value in express/last minute advertisements;
- deviations in colour reproduction due to differences in paper quality and folding of pages 2 and 3;
- minor register differences

The Publisher has the right to refuse a replacement advertisement if

- this requires costs and efforts grossly disproportionate to the Customer's bona fide interest in performance, taking into account the subject matter of the contractual obligation and the principles of good faith, or
- this would only be possible with disproportionately high costs for the Publisher.

If the Publisher fails to publish the replacement advertisement or other advertising media within a reasonable time limit set for this purpose or if the replacement advertisement is still inadequate, the Customer is entitled to a reduction in payment or cancellation of the advertisement order. Cancellation of the advertisement order on account of immaterial defects in the advertisement shall be excluded. Complaints must be lodged within four weeks of the first day of sale, unless the defects are latent in which case claims must be asserted within one year of the commencement of the limitation period.

35. Minor deviations in colour and shading are caused by the printing process. Proofs shall not be furnished unless expressly requested. The Customer shall be responsible for the correctness of the proofs sent. The Publisher shall take into account all error corrections reported to it by the closing date for advertising or within the time period stipulated upon delivery of proofs.

36. The Publisher shall provide a specimen copy, if requested. Depending on the type and scope of the advertisement order, cuttings, copy pages or complete issues shall be provided. Should a specimen copy no longer be available, the Publisher shall issue a legally binding statement confirming that the advertisement has been published and circulated in lieu thereof.

37. Subject to the provision under No. 38 and as stipulated in Sentence 2, in the case of an order for multiple advertisement, a decline in circulation may entitle the Customer to a price reduction, if the guaranteed circulation falls below the overall average of the insertion year, commencing with the publication of the first advertisement. A

decline in circulation shall constitute a defect entitling the Customer to a price reduction only if and to the extent that the circulation registers a decline of

at least 20 per cent on a guaranteed circulation of 50,000 copies

at least 15 per cent on a guaranteed circulation of 100,000 copies

at least 10 per cent on a guaranteed circulation of 500,000 copies

at least 5 per cent on a guaranteed circulation of 500,000 copies.

The foregoing shall not apply to any decline in circulation for reasons specified in No. 44. The guaranteed circulation shall be the circulation specified in the ad rate card or expressly indicated as such in some other manner. Claims for a price reduction shall also be excluded for orders where the Publisher had informed the Customer of the decline in circulation on such a timely basis as to enable the Customer to rescind the contract prior to the publication of the advertisement. 38. (Special provisions for a decline in circulation relating to publications publishing issue-related circulation data). In departure from No. 37, in the case of publications which publish issue-related circulation data, a decline in circulation shall only result in a price reduction if and to the extent it exceeds 10 per cent (fluctuation range) for a guaranteed circulation of up to 500,000 copies and 5 per cent (fluctuation range) for a guaranteed circulation of over 500,000 copies. The foregoing shall not apply to any decline in circulations for reasons specified in No. 44. The basis for the circulation shall be the total sold circulation as defined by the German Audit Bureau for Circulations (*Informationsgemeinschaft zur Feststellung der Verbreitung von Werbeträgern e.V. – "IVW"*). It is calculated for the insertion year from the average circulation of the four quarters prior to the insertion year unless the Publisher stated an absolute number as a guaranteed circulation in the respective ad rate card. Prerequisite for a price reduction is an advertising order that is eligible for discounts for at least three issues.

The price reduction shall be calculated on an order-per-advertiser basis, unless the parties agreed to billing based on brands to be defined upon placement of the order. The potential price reduction shall be calculated as the balance of the shortfall and overruns in circulation of the booked issues within the insertion year. A refund claim shall be asserted within six months after the end of the insertion year. The refund shall be based on the Customer net figure, taking into account the agency fee already granted in the form of a credit for additional advertising space or, where this is not possible, in cash. The extent of the refund is determined from the extent of the net accumulated circulation outside the fluctuation bandwidth. A refund claim only applies:

- if the refund amounts to at least EUR 2,500
- if it involves advertisements that were not booked as part of a counter-deal or other cooperation with Gruner + Jahr ("normal space bookings")
- if it involves ad bookings placed directly by a client or by an agency on behalf of a client known by name ("no ads booked as part of ad packages").

39. In terms of individual agreements with agencies and Direct Clients, the Publisher may deviate from the GTCs and the ad rate cards; in particular, the Publisher may enter into agreements for the purchase of advertising packages. Within the scope of such an agreement, the Publisher reserves the right to allow agencies to resell advertising spaces in their own name and for their own account. There is no entitlement to such an agreement being concluded. Moreover, the Publisher reserves the right also to grant such discounts or price reductions to an agency that is independent of the individual advertising order or advertiser in question.

40. Unless expressly stated otherwise, the discount scales apply to insertions for an advertis-

er per insertion year. With the exception of the following provisions, discounts shall not be granted to advertisers placing advertisement orders on behalf of other advertisers in order to claim joint discounts. Requests for joint discounts for group affiliated companies ("group discount") are subject to written proof of group membership. Group affiliated companies in the sense of this provision are companies with an equity interest of at least 50 per cent in a form to be mutually agreed. Proof of group membership shall likewise be furnished in a form to be mutually agreed and must be submitted by no later than the end of the contract year. Proof provided at a later stage cannot be recognized retroactively. Group discounts shall be expressly confirmed in writing by the Publisher in any event. Group discounts shall only be granted for the duration of group membership; the Publisher reserves the right to subsequently claim back any discounts unduly granted. Termination of group membership shall be communicated without delay; the entitlement to group discounts shall also end upon termination of group membership.

41. The Customer shall transfer to the Publisher any and all licence, copyrights and other rights necessary to use the advertising in all types of print, online and mobile media, particularly the right to reproduce, disseminate, transmit, broadcast, public disclosure, transfer and download from a database, and which are transferable to third parties within the scope of performing the contract and to the extent necessary both in terms of time and content to execute the order. The aforementioned rights shall in all cases be transferred with no territorial limits.

42. The Publisher reserves the right to postpone publication dates for topical reasons. In addition, the Publisher reserves the right to distribute the publication before the first day of sale. The Customer cannot derive any claims therefrom against the Publisher.

43. The Customer hereby permits the Publisher to make its advertisement publicly accessible. An entitlement to publication in the digital edition shall apply only if the Customer explicitly booked such publication in the digital edition. The Customer allows the Publisher to copy and disseminate the advertisements in its digital presences for marketing purposes (e.g. www.gujmedia.de), as well as offline (e.g. on CD-ROM, DVD, paper presentations). The Publisher may use, without any time restriction, any advertising media designed by it for self-promotion on all media as well as in presentations.

44. In the case of breakdowns or events of force majeure, illegal industrial action, unlawful confiscation, traffic disruptions, general shortages of raw materials or energy and the like, be it in the organization of the Publisher or that of third parties, engaged by the Publisher in the performance of its obligations, the Publisher shall be entitled to full payment of the published advertisements, if the Publisher distributed the magazine at an average of 80% of the circulation sold or otherwise guaranteed in the last four quarters. In the case of lower distribution, the invoice amount shall be reduced proportionally to the disparity between the guaranteed circulation and the circulation actually distributed.

SPECIAL PROVISIONS FOR PRODUCTION ORDERS

45. If the Customer cancels a production order in the absence of a material reason, it shall pay the Publisher adequate compensation commensurate with the services and expenditure performed and incurred until this date.

46. The Customer undertakes to check the contractual conformity of the work results, including preliminary and intermediate products sent for correction, without delay. The risk of any errors shall pass to the Customer upon declaration of readiness for printing and production unless the errors in question only occurred or could be detected during the production process following

the declaration of readiness for printing/production. The same applies to all other release statements of the Customer.

47. Control proofs, modification of data supplied/transferred and similar preparatory work and changes requested by the Customer shall be charged to the latter, including any resultant machine downtime. This also applies to cases in which the Publisher uses third parties to perform the contractual service and the third party bills the Publisher for the costs incurred.

48. Print services in commercial transactions are subject to the trade practices of the printing industry (e.g. no obligation to surrender intermediate products such as data, lithographs or printing plates used to produce the final product owed) unless the order specifies otherwise. Patent defects shall be reported in writing within a period of one week from receipt of the goods, latent defects within a period of one week upon detection, failing which the assertion of warranty claims shall be excluded. In the event of justified complaints, the Publisher shall be obliged and entitled, at its discretion, to first remedy the defect and/or to effect replacement delivery. If the Publisher fails to meet this obligation within a reasonable period of time or fails to remedy the defect despite repeated attempts, the Customer may demand a reduction in price or cancellation (rescission) of the contract. Defects in part of the goods delivered shall not entitle the Customer to reject the entire delivery unless the partial delivery is of no interest to the latter. Tolerances for deviations in colour reproduction are subject to the current provisions of the Media Standard Print of the German Printing and Media Industries Association. In addition, any liability for defects that do not or do not materially impair the value or usability shall be excluded. The Publisher's liability for deviations in the quality of the material used shall be limited to the amount of the order value.

49. The Publisher shall not be obliged to examine deliveries (including data storage media, transferred data) made by the Customer or any third party commissioned by the latter. This shall not apply to data that obviously cannot be processed or read. In the case of data transfers, the Customer shall use state-of-the-art virus protection programs before transmission of such data. The Customer shall be solely responsible for data protection and security. The Publisher shall be entitled to make a copy.

50. The Publisher shall retain the rights of use in respect of drafts rejected or not executed by the Customer. This shall also apply to services of the Publisher that are not subject to specific statutory rights, in particular copyright laws.

51. Unless otherwise stipulated in the service description, the Customer acquires the non-exclusive right to use the advertisements designed by the Publisher, upon full payment, for publication in the media of the Publisher as agreed when the order was placed for the duration thereof. Any processing or modification of the content of the advertising media designed by the Publisher requires the prior consent of the latter. Further transfer or licensing of the rights of use by the Customer to third parties, including the use of the advertising media, or parts thereof, designed by the Publisher in other publications, shall be subject to the prior written consent of the Publisher in order to be legally valid. If such extended use is requested, the Publisher shall immediately prepare a corresponding offer for the remuneration to be paid.

SPECIAL PROVISIONS FOR EVENTS

52. The Customer shall hold the Publisher and its associated companies harmless from any claims asserted by a third party against the Publisher or its associated companies for services, contributions or acts rendered by the Customer and/or its vicarious agents in the course of the event or made available for the event, or for use of products of the Customer or its vicarious agents. The obligation to hold the Publisher harmless as

specified above comprises any loss or damage, costs and other expenses as well as reasonable legal defence costs.

53. The Publisher reserves the right to specify terms and conditions of participation for individual cases of events booked and to make the admission of a participant dependent on an explicit declaration of consent to such terms and conditions of participation.

SPECIAL PROVISIONS FOR WoM CAMPAIGNS AND PRODUCT TESTS

54. The Publisher reserves the right, at its own free discretion, to reject or block a WoM campaign or a product test, particularly if the content thereof violates laws or regulations issued by public authorities, if a complaint was made concerning the content thereof by the German Advertising Council in complaint proceedings or if the publication thereof is unacceptable to the Publisher on account of its content, design, origin or technical form.

55. A cancellation of the WoM campaign / the product test by the Customer free of charge is not possible. In the event of a cancellation, 30 per cent of the order value shall be charged. In addition, costs incurred up to the time of cancellation (e.g. creation effort and expense, programming work) will be invoiced to the Customer in full. In the event of cancellation of WoM campaigns/product tests that have already been launched, the full invoice amount shall be payable. Cancellations shall be in writing in order to be legally valid. Any modifications or cancellations of the placement of advertisements and other advertising media as agreed within the scope of the WoM are not possible without the WoM campaign being cancelled without the consent of the Publisher.

56. The Customer undertakes to supply correct copy material or other advertising media, particularly with regard to the format or technical parameters specified by the Publisher in due time prior to the start of the campaign in accordance with the project plan. In the event of delayed delivery of the data, resulting in a delayed campaign start, the Customer shall be liable to pay the full order value. This shall also apply in the event of a short delivery. Data shall only be returned to the Customer at the latter's special request. The Publisher's obligation to keep data in custody shall end three months after the very last placement.

57. Any changes to the scope of services shall be possible only subject to the consent of the Publisher and against payment of a surcharge by the Customer.

58. The Customer shall transfer to the Publisher any and all licence, copyrights and other rights necessary to carry out the WoM campaign/ product test, particularly the right to reproduce, disseminate, transmit, broadcast, public disclosure, dispatch, storage in and download from a database, and to the extent necessary both in terms of time and content to execute the order. The aforementioned rights shall in all cases be transferred with no territorial limits and shall allow a placement to be made by means of all known technical methods as well as all known formats of online media. The Customer allows the Publisher to make the WoM campaign/the product test publicly accessible on the relevant campaign platform as well as to copy and disseminate such content online and offline (e.g. as a CD-ROM, DVD, print or any other advertising media) for purposes of own promotional advertising.

59. The Customer warrants that the content and products made available by it are in conformity with the statutory regulations and do not violate the rights of any third party. The Customer shall hold the Publisher harmless from all claims asserted by third parties against the Publisher that may arise from violations of their rights or statutory regulations. In addition, the Publisher shall be held harmless from any necessary costs incurred in defending such claims. The Customer undertakes to assist the Publisher in good faith

with information and documentation in the legal defence against third parties. The Publisher is not obliged vis-à-vis the Customer to verify whether WoM campaigns and/or products violate the rights of third parties or statutory regulations; this shall not affect statutory inspection obligations as well as arrangements in departure from this rule with the Customer.

60. Unless otherwise agreed, the Publisher – without prejudice to any other claims – shall be entitled to replace the WoM campaign/product test designed with content of the Customer immediately with a replacement campaign, if any, to block the WoM campaign without any replacement and/or to terminate the agreement with immediate effect if the execution or linking with related pages is prohibited by a court of law or public authorities or if claims are raised by third parties on account of such execution. If the Customer calls for the agreement not to be executed due to the violation of rights of any third party or for any other reasons, the Customer shall remain obliged to pay the full remuneration. The Customer reserves the right to prove that a lesser extent of loss or damage was caused to the Publisher. Advertising material designed for the Customer may only be used to carry out the WoM campaign/the product tests. No further rights are granted.

61. In relation to the Customer, the Publisher is the sole owner of all personal data generated in carrying out the WoM campaign/the product tests and of any other data, information and material, in particular survey findings, test findings and evaluations. The Customer is granted the right to use the findings of the studies and evaluations made by the Publisher in an advisory capacity; however, this shall not extend to include personal and behaviour-related data. The scope of the surveys depends on the campaign format. The Customer shall hold the Publisher harmless from all claims raised by third parties on account of the use of the survey findings by the Customer.

62. The Publisher shall make test products, if any, available to the user in its own name and for the account of the Customer subject to the terms of use of the WoM platform and/or the terms and conditions stipulated from time to time. If agreed with the Customer and to the extent that the test product is not consumed by the user in accordance with the relevant instructions, by means of suitable wording of the terms of use the Publisher shall ensure that the user can purchase the test product from the Customer at the end of the campaign or return the test product to the Customer.

63. The Publisher shall not be liable to the Customer for the behaviour of users, including – in particular – damage, embezzlement or any use of test products that conflicts with the arrangements made. The Publisher shall not be liable to the Customer to assert claims against users for return or for damages. If the Publisher is entitled to any claims against users of test products, it may assign such claims to the Customer. Moreover, the Publisher shall support the Customer in good faith in asserting claims against users.

64. The Publisher shall define the terms and conditions, the purposes for use and remuneration for a seal of approval with which the evaluations of the users are documented. Any use of the seal of approval is subject to the prior consent of the Publisher in writing. There is no legal entitlement to the use of the seal of approval by the Customer. The Customer shall hold the Publisher harmless from all claims, including necessary legal defence costs, which third parties may assert against the Publisher for use of the seal of approval.

65. If the execution of the order fails for software-related or other technical reasons beyond the control of the Publisher, in particular on account of computer failures, force majeure, strikes, statutory regulations, disturbances within the scope of responsibility of third parties (e.g. their providers), network operators or service

providers or due to comparable reasons, the execution shall be carried out subsequently if possible. If such subsequent execution takes place within an appropriate time acceptable to the Customer after removal of the disturbance, the Publisher's entitlement to remuneration shall continue to prevail.

66. The agency commission may be deducted from remuneration for execution of the WoM campaign. The agency commission may not be deducted from remuneration for product tests as well as for services in parallel with campaigns, such as dispatch, printing, creative services as well as market research orders.

67. The invoice shall be due and payable at the start of the WoM campaign/the product tests or, if earlier, publication of the first media placement at the start of the WoM campaign/the product test unless some other period for payment is agreed in writing in specific cases.

SPECIAL PROVISIONS FOR ZEITPUNKT MARKETING PRODUCTS

68. The designation and design of the Zeitpunkt marketing product by means of which the advertising material and products of the Customer are distributed shall be carried out by the Publisher at its free discretion. The Publisher shall be entitled at all times to change the designation and/or design of the advertising medium.

69. The circulation indicated for the advertising medium refers to the advertising media intended to be used for distribution. It is planned by the Publisher to the best of its knowledge and conscience on the basis of current forecasts, e.g. for the birth rate or as regards the distribution points. The circulation of advertising media is without engagement and is neither represented nor warranted.

70. To the extent that the volume of advertising material planned for the contractual period is not distributed, the Publisher shall be entitled to distribute the relevant advertising material of the Customer, taking account of the circulation via other advertising media or alternative distribution channels if essentially the same target group is reached and/or beyond the contractual period if such alternative distribution is acceptable to the Customer, taking account of the latter's interests.

71. The Customer guarantees that the content and products made available by it are in conformity with the relevant statutory regulations and do not violate the rights of any third parties. The Customer shall hold the Publisher harmless from all claims asserted by third parties against the Publisher that may arise from violations of their rights or of statutory provisions. In addition, the Customer shall hold the Publisher harmless from any costs incurred in defending such claims. The Customer undertakes to assist the Publisher in good faith with information and documentation in the legal defence against third parties. The Publisher is not obliged in relation to the Customer to inspect the products and content of the Customer as to whether they violate rights of third parties or statutory provisions; statutory audit obligations and arrangements otherwise made with the Customer shall not be affected.

72. The Customer shall deliver the advertising material and products at its own cost to a location specified by the Publisher.

Valid as of January 2019