General Terms and Conditions of Josef Witt GmbH for Address Rental

As of: 10/2026

1. Subject Matter and Scope of Application

The following General Terms and Conditions ("GTC") apply to all business relationships between Josef Witt GmbH or one of its affiliated companies ("Witt") and advertisers or list brokers (hereinafter uniformly referred to as the "Advertiser") regarding the dispatch of postal advertising material of the Advertiser via Witt's address database. Affiliated companies of Witt are such companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act.

2. Definitions

2.1 "**Advertiser**" means advertisers or list brokers placing a Direct Mailing Order with Witt.

2.2 "**Direct Mailing Order**" means a contract between the Advertiser and Witt for the dispatch of postal advertising material of the Advertiser via Witt's address database.

2.3 "**Advertising Material**" means the advertising media/material of the Advertiser specified for the Direct Mailing Order.

2.4 "**Lettershop Procedure**" means a procedure that is considerate of data protection law, in which the Advertiser cannot obtain knowledge of Witt's address database used for advertising purposes, as the wash comparison (data deduplication/suppression) and the printing/imprinting of Witt's addresses take place at a lettershop or DP service provider acting on behalf of both the Advertiser and Witt.

2.5 "**Data Processing Service Provider**" (also: "DP Service Provider") means the service provider commissioned by the Advertiser to carry out the address matching in the Lettershop Procedure, acting as a processor in the Lettershop Procedure for both parties.

2.6 "**Lettershop**" means a service provider commissioned by each of the parties, which either performs the printing/imprinting of the addresses and/or handles postage optimization and postal delivery.

2.7 "**Control Addresses**" means addresses that are inserted into the address database exclusively for control purposes in order to verify compliance with usage restrictions.

2.8 "**Purge File**" contains all addresses excluded during the wash comparison.

2.9 "**Robinson List**" means all suppression lists in which consumers can register so as not to receive postal advertising from participating companies, such as the DDV Robinson List in Germany, the WKO Robinson List in Austria, or the SDV Robinson List in Switzerland.

3. Conclusion of Direct Mailing Orders

3.1 Direct mailing services are provided on the basis of Direct Mailing Orders.

3.2 All offers by Witt for concluding Direct Mailing Orders are subject to change without notice, unless the respective offer is explicitly designated as binding. Direct Mailing Orders are concluded only after submission and confirmation of the Advertiser's Advertising Material and the determination of the address base.

3.3 The conclusion of a Direct Mailing Order requires text form. Witt is not liable for any transmission errors or data losses during transmission. Subject to contrary individual agreements, a Direct Mailing Order only becomes binding upon order confirmation at least in text form by Witt.

3.4 The Direct Mailing Order specifies the services to be rendered by Witt (in particular, the dispatch of Advertising Material of the Advertiser via the Witt address database using the Lettershop Procedure) and the remuneration to be paid by the Advertiser. These GTC are an integral part of every Direct Mailing Order, even if no express renewed reference is made to them. Terms and conditions of the Advertiser deviating from these GTC shall only be valid if

they have been recognized by Witt in writing. This also applies if the Advertiser's terms and conditions have not been expressly rejected.

3.5 The contracting parties to the Direct Mailing Order are Witt and the Advertiser. If the Advertiser is an agency, the agency acts in its own name and for its own account, i.e., not as an agent for its clients. However, the agency is obligated to disclose the name of the advertising client for whom it wishes to purchase Direct Mailing services from Witt in advance and, upon request by Witt, to immediately provide corresponding proof of commissioning. During an ongoing Direct Mailing Order, the agency is not entitled to exchange the advertising client for whom the campaign was booked, nor to replace it by dispatching advertising material for another advertising client not specifically named in the Direct Mailing Order. Deviating agreements may be stipulated in the Direct Mailing Order.

3.6 The Advertiser is not entitled to transfer the Direct Mailing Order to third parties and/or grant third parties rights under the Direct Mailing Order.

4. Execution of Direct Mailing Orders

4.1 The direct mailing services shall be provided within the period agreed upon in the respective order and/or until the volume specified in the order is reached. Witt will use all commercially reasonable efforts to provide the agreed performance in accordance with the provisions of the Direct Mailing Order.

4.2 The Advertiser is solely responsible for any delays in the execution of the postal dispatch. Witt only provides the addresses for dispatch on the date agreed in the order. If, due to the delay, a new matching of the address database against opt-outs/objections declared in the meantime becomes necessary, Witt will charge for this matching at a flat handling fee.

4.3 A specific success or result is only owed if explicitly agreed in the respective Direct Mailing Order.

4.4 Witt is entitled to make use of third-party services to fulfill its contractual obligations.

5. Terms for Address Rental and Address Trading

5.1 Addresses are provided by Witt to the commissioned Lettershop exclusively for the specific purpose agreed upon in the Direct Mailing Order and for one-time use. Even though the Advertiser cannot gain knowledge of the provided personal data within the framework of the Lettershop Procedure, the parties state for the sake of clarity: The storage, duplication, transfer to third parties, or other use of the address data by the Advertiser is prohibited.

5.2 For all processing of personal data carried out by each of the parties, in particular the execution of the wash comparison, a data processing agreement must be concluded in each case in accordance with statutory requirements. The deletion obligations of the respective Lettershop or DP Service Provider are regulated in the data processing agreements.

5.3 Within the scope of commissioning a DP Service Provider/Lettershop by the Advertiser, only the following processing operations are permitted:

- Data conversion/analysis, supplementation, or qualification;
- Data selection;
- Postal verification/address validation and correction;
- All comparisons with purge lists (Robinson or Nixie lists, change of address matching; deduplication/cleansing matching);
- Splitting into subsets and reduction, as well as allocation of advertising codes;
- Postage optimization;
- Laser printing;

- Lettershop processing (such as creating personalized mailings, packaging/finishing, and postal dispatch);

- Storage of temporary files for a period of 6 months starting from the last agreed data use.

Any processing beyond this requires the written consent of Witt.

5.4 Witt is entitled to insert Control Addresses to a reasonable extent (up to 50 per address group) into each address delivery in order to verify compliance with the contractual usage restrictions. Proof of contact for business purposes by the Advertiser or third parties engaged by it with a single Control Address from the delivered inventory shall serve as proof of inadmissible use, unless the Advertiser proves that it obtained and used this Control Address lawfully by other means.

5.5 If the Advertiser breaches the usage restrictions (in particular multiple use, transfer, or other misuse of the addresses), Witt is entitled to demand liquidated damages in the amount of twice the net order value of the affected address delivery. The Advertiser reserves the right to prove that no damage was incurred at all or that the damage is significantly lower than the flat rate. Witt reserves the right to claim further damages. The Advertiser is also liable for the fault of its vicarious agents and engaged third parties.

5.6 The Advertiser is liable for any fault of the companies and vicarious agents commissioned by it in the same manner as for its own fault. The addresses may only be stored and further processed by DP Service Providers or Lettershops previously approved by Witt. These companies must be suitable for processing personal data in accordance with the GDPR and must be selected accordingly. Subcontracting relationships require the prior written consent of Witt.

5.7 The Advertiser is obligated to take into account the applicable country-specific Robinson List for the Direct Mailing Order.

5.8 Witt assumes no warranty for the currency, accuracy, or deliverability of the addresses beyond the customary regular industry updates. The address counts specified in offers and price lists are approximate values only due to regular inventory changes. Due to constant changes in the address database, positive or negative volume deviations of up to 10% compared to the quantity stated in the order confirmation are permitted. Up to this limit, they do not constitute a defect. Volume deviations are taken into account in the remuneration.

5.9 Returns (mailings undeliverable by post) are inevitable. There is no entitlement to reimbursement of costs arising from returns. New addresses noted by the postal service on returns may only be used once by the Advertiser for the campaign already approved, unless agreed otherwise.

5.10 Should a supervisory authority or a court determine joint controllership, the parties undertake to immediately take the necessary measures to adapt contractual and organizational procedures and to conclude an agreement meeting legal requirements.

6. Remuneration, Terms of Payment, Invoicing

6.1 The remuneration to be paid by the Advertiser to Witt arises from the agreements of the Direct Mailing Order.

6.2 The right to change prices is reserved. For orders already concluded, however, price changes are only effective if Witt announces them at least one month prior to the planned publication or dispatch. In the event of a price increase, the Advertiser has a right of termination regarding the unperformed part of the order. The right of termination must be exercised within 14 days of receipt of the notification of the price increase.

6.3 Invoicing to the Advertiser is carried out by post or in electronic form. Unless the parties have made a deviating agreement in the order, invoice amounts are due immediately upon receipt of the invoice and payable without deduction. Witt's invoice number and date of issue must be stated. Prices are exclusive of statutory value-added tax (VAT).

6.4 The Advertiser is only entitled to rights of set-off and/or retention if its counterclaims have been legally established by a final judgment, are undisputed, or are acknowledged by Witt.

7. Term, Termination, Cancellation

7.1 The term of each Direct Mailing Order is determined in the respective order.

7.2 In the event of a cancellation of the postal advertising service by the Advertiser (point in time: after address data has been made available to the DP Service Provider), only the costs for address selection and provisioning will be invoiced, provided they have already been incurred. If cancellation of the dispatch of postal advertising material is no longer possible for the Advertiser, the full agreed remuneration must be paid. The cancellation must be made unambiguously and in text form.

7.3 The right to extraordinary termination for cause remains unaffected. Good cause for Witt exists in particular if a warning notice has been issued against Witt as a result of the campaign commissioned by the Advertiser, and/or an injunction has been obtained, and/or there is a breach by the Advertiser of obligations under these GTC. Extraordinary termination must be made in writing.

8. Liability

8.1 Legal responsibility for the content of the Advertising Material rests solely with the Advertiser.

8.2 Witt's liability for default in delivery is excluded to the extent it is attributable to force majeure or unpredictable circumstances beyond Witt's control, such as operational disruptions, official orders, court orders, pandemics, or late deliveries from suppliers. In these cases, the agreed performance deadlines are extended by a reasonable period.

8.3 Witt and its vicarious agents are liable without limitation for willful intent and gross negligence.

8.4 Liability for slight negligence is limited on the merits to the breach of a material contractual obligation and in amount to the damage typically foreseeable at the time of concluding the order according to general experience. Material contractual obligations are obligations whose fulfillment makes the proper execution of the contract possible in the first place and on whose observance the contractual partner regularly relies and may rely.

8.5 The typically foreseeable damage is deemed to be the order value of the respective order or the sum of payments that the Advertiser has to pay to Witt on the basis of the respective order.

8.6 Witt and its vicarious agents are not liable for lost profit, indirect damage, consequential damage, and for the damages listed non-exhaustively below:

- for defective Advertising Material provided by the Advertiser or third parties engaged by it;
- for ensuring that the dispatched Advertising Material and/or the address data used for it meet the legal requirements of the country in which it is dispatched or in which the Advertiser has its registered seat;
- for the enforceability of claims between the Advertiser and third parties providing preliminary work for the Direct Mailing Order (e.g., the production of Advertising Material);
- for damages attributable to a missing or deficient legal basis for data processing on the part of the Advertiser.

8.7 For breaches of the usage restrictions, in particular multiple use, transfer, or other misuse of the addresses, the Advertiser is also liable for the fault of its vicarious agents and commissioned third parties. For errors in the brokering and further processing of the address material, Witt is liable—except in cases of willful intent or gross negligence—only up to the amount of the net price agreed for the service.

8.8 The aforementioned exclusions and limitations of liability do not apply in the case of the assumption of explicit guarantees by Witt, for claims under the German Product Liability Act, for fraudulent concealment of defects, for damages resulting from injury to life, body, or health, or in the case of other mandatory statutory provisions.

9. Confidentiality and Data Protection

9.1 The parties determine the purposes and means of their respective processing of personal data separately from each other. Witt determines the means of processing personal data within the scope of address provision autonomously and independently.

9.2 The Advertiser determines under its own responsibility the purpose and design of its advertising measure without deciding on the means of using individual address data. Witt, by contrast, solely and independently determines the means of processing its own address database and retains exclusive data sovereignty over it. This includes, in particular, the decision:

- whether and to what extent address data is released for a Direct Mailing Order,
- according to which criteria Witt carries out the specific selection from the address database,
- which addresses can actually be used, and
- by which technical and organizational means the data is processed for dispatch.

The Advertiser does not receive access to the address data and has no influence on its release, specific selection, or processing.

9.3 Control and authority to issue instructions regarding processing remain exclusively with Witt with regard to the provided addresses. The addresses provided by the Advertiser for the wash comparison are processed under the independent responsibility of the Advertiser.

9.4 The parties do not pursue joint advertising purposes and do not coordinate any processing steps with each other. The parties assume that there is no joint controllership pursuant to Article 26 GDPR with regard to the processing of personal data in connection with the Direct Mailing Order. Should a supervisory authority or a court nevertheless determine joint controllership for the specific cooperation, the parties undertake to immediately take the necessary measures to adapt the contractual and organizational procedures and to conclude an agreement that meets the statutory requirements.

9.5 Witt fulfills all obligations under Article 24 GDPR as an independent controller, in particular with regard to ensuring lawful and transparent processing, the security of processing, and the protection of data subject rights. The Advertiser is neither obliged nor entitled to issue instructions concerning the processing of the address data.

9.6 The parties undertake to maintain confidentiality regarding the content of the order and all confidential information exchanged in the course of performing this order and not to make such information accessible to third parties. Confidential information means all non-public information disclosed or made accessible in connection with the order, directly or indirectly, by one party or an affiliated company of that party (the Disclosing Party) to the other party or an affiliated company of that other party (the Receiving Party), where such information is marked as confidential or, by reason of its content or the circumstances, should reasonably be regarded as confidential. This includes, in particular, information concerning business activities, business processes, prices and/or pricing structures, financial statements, financial or contractual arrangements, and the content of the Direct Mailing Order. In cases of doubt, any information concerning a party's working methods obtained by the other party in the context of the cooperation shall be treated as confidential and used exclusively for the performance of the Direct Mailing Order. The confidentiality obligation does not apply to disclosure to companies affiliated with the parties pursuant to Sections 15 et seq. AktG. The confidentiality obligation applies for a period of three years following receipt of the confidential information.

9.7 The confidentiality obligation does not apply to information that is or becomes public knowledge without this being due to a breach of contract by a party, that was demonstrably known to the receiving party at the time of disclosure, or whose disclosure is required by mandatory law, regulation, or a final and binding court decision.

10. Applicability of Witt's GTC

10.1 Witt's GTC in the version valid at the time of conclusion of the contract apply exclusively to all contracts concerning address rental between Witt and the Advertiser.

10.2 GTC of the Advertiser do not apply unless Josef Witt GmbH has expressly agreed to their application in writing. This also applies if the client refers to its own GTC in its order, in other declarations, or in commercial letters of confirmation.

10.3 In the event of conflicting GTC—i.e., if both Josef Witt GmbH and the Advertiser refer to their respective terms and conditions—Witt's present GTC apply exclusively. Conflicting clauses in the Advertiser's terms and

conditions shall not apply; they shall be replaced by the corresponding statutory provisions. Section 10.2 remains unaffected.

11. Final Provisions

11.1 Should any provision of these GTC violate statutory provisions in whole or in part or be void for other reasons, the validity of these GTC shall otherwise not be affected. The parties shall replace the void provision by mutual agreement with another provision that comes closest to the economic purpose of the invalid provision. Should one or more clauses of these GTC be or become ineffective or should the order contain an omission, the effectiveness of the remaining points remains unaffected. In place of the ineffective or missing provisions, the respective statutory regulations shall apply.

11.2 In providing its services, the Advertiser undertakes to comply with the minimum requirements of the applicable Otto Group Code of Conduct. For commercial merchandise, the "Code of Conduct: Code of Conduct of amfori BSCI for Merchandise" applies. For services and non-merchandise, the "Code of Conduct: Code of Conduct for Services and Non-Merchandise" applies. The Otto Group Codes of Conduct can be accessed at the following link: https://www.ottogroup.com/de/nachhaltigkeit/berichte-richtlinien.php (available under ottogroup.com under "Sustainability" → "Reports, Guidelines and Commitments").

11.3 Cancellations, amendments, and supplements to a Direct Mailing Order and/or these GTC require agreement in text form.

11.4 The agreements are governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

11.5 To the extent the Advertiser is a merchant, a legal entity under public law, or a special fund under public law, the place of performance and place of jurisdiction is Witt's registered seat. Witt is entitled to sue the Advertiser at its registered seat.

11.6 Witt is free after termination of the contractual relationship to inform the Advertiser by email about its own identical or similar services. Witt points out in this respect that the Advertiser may at any time object to such use of the Advertiser's email address without incurring any costs other than transmission costs according to the basic rates.