

## General Terms and Conditions of Josef Witt GmbH for the Provision of Advertising Services

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### 1. Subject Matter and Scope

1.1 The following General Terms and Conditions (“**GTC**”) shall apply to all business relationships between Josef Witt GmbH or any of its affiliated companies (“**Witt**”) and advertisers or agencies (hereinafter collectively referred to as the “**Advertiser**”) with regard to the placement and performance of advertising orders for WITT print media and other advertising measures for the purpose of distribution. Affiliated companies of Witt are companies within the meaning of Sections 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter “**Affiliated Companies**”).

### 2. Definitions

2.1 “**Insertion Order**” means an agreement between the Advertiser and Witt for the provision of services in print media or other advertising measures.

2.2 “**Media Services**” means the services to be provided by Witt under an Insertion Order, in particular the delivery of Advertising Materials and/or the execution of advertising campaigns (a “**Campaign**”).

2.3 “**Advertising Materials**” means the advertising materials agreed under an Insertion Order, such as package inserts or catalogue inserts, to be distributed by Witt in the media agreed in the Insertion Order.

### 3. Conclusion of Insertion Orders

3.1 Media Services shall be performed on the basis of Insertion Orders.

3.2 All offers made by Witt for the conclusion of Insertion Orders are non-binding unless the respective offer is expressly designated as binding. Insertion Orders shall only be concluded after submission and confirmation of the Advertising Materials.

3.3 The conclusion of an Insertion Order requires text form. Witt shall not be liable for any transmission errors or loss of data during transmission. Subject to any contrary individual agreements, an Insertion Order shall become binding only upon order confirmation by Witt, at least in text form.

3.4 The Insertion Order shall specify the Media Services to be provided by Witt and the remuneration to be paid by the Advertiser. These GTC form part of every Insertion Order, even if no express reference is made to them again. Any terms and conditions of the Advertiser deviating from these GTC shall only be valid to the extent acknowledged by Witt in writing. This shall also apply if Witt does not expressly object to the Advertiser’s terms and conditions.

3.5 The parties to the Insertion 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 a representative of its clients. However, the agency is obligated to disclose in advance the name of the advertising customer for whom the agency intends to obtain Media Services from Witt and, upon corresponding request by Witt, to provide prompt evidence of such engagement. During an ongoing Insertion Order, the agency shall not be entitled to change the advertising customer for whom the Campaign was booked or to replace it with advertising for another advertising customer not named in the Insertion Order. Deviating agreements may be set out in the Insertion Order.

3.6 The Advertiser shall not be entitled to transfer the Insertion Order to third parties and/or grant third parties any rights under the Insertion Order.

### 4. Performance of Insertion Orders

4.1 Media Services shall be provided within the period agreed in the relevant Insertion Order and/or until the volume specified in the Insertion Order has been reached. Witt shall use all commercially reasonable efforts to provide the advertising service in accordance with the provisions of the Insertion Order.

4.2 In the print sector, delays may occur in the distribution of the Advertising Materials. Therefore, unless expressly agreed otherwise in writing, the agreed Campaign period shall not be binding on Witt. Remaining quantities shall be distributed in coordination with the Advertiser. If a Campaign is delayed in whole or in part, the parties shall coordinate on a later implementation of the Campaign.

4.3 A specific performance result shall only be owed if this has been expressly agreed in the relevant Insertion Order.

4.4 The Advertiser’s Advertising Materials may be shown alongside other products on the relevant advertising medium or distributed together with advertising materials of third parties.

4.5 Witt shall be entitled to engage third-party services to fulfil its contractual obligations.

## 5. Advertising Materials

5.1 The Advertiser shall be obligated to provide Witt in due time with the Advertising Materials to be distributed in the specified format. The binding delivery date shall be communicated to the Advertiser in the order confirmation.

5.2 The Advertising Materials must be provided in accordance with the technical specifications specified by Witt. The technical specifications, as amended from time to time, shall be communicated to the Advertiser during order clarification and no later than with the order confirmation.

5.3 Changes to the Advertiser's Advertising Materials after conclusion of the Insertion Order require confirmation by Witt. If Witt confirms the changes, any additional costs shall be borne by the Advertiser.

5.4 If the Advertiser delivers a higher quantity of print Advertising Materials than agreed, Witt shall be entitled, but not obligated, without prior consultation with the Advertiser, to distribute and invoice such Advertising Materials in excess of the originally agreed quantity.

5.5 By transmitting the Advertising Materials, the Advertiser grants Witt the non-exclusive rights, unrestricted in time, content and territory, necessary for Witt to fulfil its service obligations. This includes in particular:

- the right of reproduction and distribution, i.e. the right to reproduce and distribute the material in any manner – including on image, audio or data carriers other than those originally used – for example in tangible form, in particular in all print media (catalogues, brochures, advertising, sales promotion and PR materials, etc.) and/or to have it reproduced and/or distributed;
- the right to advertise, i.e. the right to use the material for advertising purposes, for example in program previews and printed matter;
- the right to transfer the Advertising Materials and/or grant sublicences.

The grant of rights includes the necessary copyright exploitation rights, neighboring rights, trademark rights and other rights to the extent required for performance of the Insertion Order.

5.6 The Advertiser warrants that the Advertising Materials provided by it and the websites linked therefrom

- are free of third-party rights and that it holds all necessary copyright exploitation rights, neighbouring rights, trademark rights, personality rights and other rights to enable Witt and Witt's vicarious agents to use the Advertising Materials free of third-party rights;
- clearly and unambiguously identify their advertising nature;
- do not contain any content glorifying violence or war, drugs or intoxicants, military, pornographic, harmful to minors, racist, inflammatory or inhuman content;
- do not contain propaganda material or symbols of unconstitutional organisations;
- do not advertise any political party;
- do not promote the trade in fur or 0900-number services;
- do not incite the commission of a criminal offence, stir up racial hatred, or advertise a terrorist organisation;
- do not contain any other unlawful content;
- comply with the legal requirements of the country in which they can be accessed or in which the Advertiser has its registered office;
- do not contain any content generally capable of impairing the reputation of Witt or any company affiliated with Witt.

5.7 In the event of a breach of the foregoing warranty, the Advertiser shall indemnify Witt against all third-party claims asserted against Witt upon first demand and shall bear the costs and expenses (including reasonable legal fees) incurred by Witt as a result of such third-party claims. If the Advertiser has received a warning letter in relation to the specific Advertising Material or similar Advertising Materials, or has already submitted a cease-and-desist declaration with respect to certain content, the Advertiser shall be obligated to inform Witt thereof in writing without being requested to do so. If the Advertiser fails to do so, Witt shall for this reason alone not be liable for any damage incurred by the Advertiser as a result of renewed publication of the challenged Advertising Material or content.

5.8 Witt shall have no obligation to review the Advertising Materials provided by the Advertiser prior to delivery.

5.9 If the Advertising Materials do not comply with the applicable technical specifications or breach any of the foregoing warranties, Witt shall be entitled to reject them or stop a Campaign that is already running.

If the required Advertising Materials, data and information are not provided in accordance as agreed upon, in particular if they are provided late, or if other technical prerequisites required for performance are not adequately established, Witt's obligation to place the Advertising Materials shall be postponed by the period of the delayed proper provision of the Advertising Materials, data and information or of the creation or restoration of the technical prerequisites. Alternatively, Witt shall be entitled not to execute the Campaign. Witt will attempt to perform the booked Campaign within the shortened period, but cannot guarantee this depending on availability. The Advertiser shall nevertheless remain obligated to pay the full price for the affected Campaign.

5.10 Witt shall be entitled to label the Advertising Materials as advertising (e.g. with the addition "advertisement", "sponsored" or similar additions), to identify the person in whose name the advertising is displayed and/or who pays for the advertising, and, where applicable, to separate them spatially from any supplementary editorial content.

5.11 If required for the delivery of the Advertising Materials, Witt shall be entitled to edit the Advertising Materials with regard to size, format or technical specifications. If substantive editing of the Advertising Materials is required, Witt shall obtain the Advertiser's consent prior to such editing.

## **6. Remuneration, Payment Terms, Invoicing**

6.1 The remuneration to be paid by the Advertiser to Witt shall be set out in the Insertion Order.

6.2 Prices are subject to change. However, price changes for Insertion Orders already concluded shall only be effective if announced by Witt at least one month prior to the planned publication of the Advertising Materials. In the event of a price increase, the Advertiser shall have a right of termination with respect to the unperformed part of the Insertion Order. The right of termination must be exercised within 14 days of receipt of the notice of the price increase.

6.3 Invoices to the Advertiser shall be issued by post or electronically. Unless the parties have agreed otherwise in the Insertion Order, invoice amounts shall be due immediately upon receipt of the invoice and payable without deduction. Witt's invoice number and the date of issue must be stated. Prices are exclusive of VAT at the applicable statutory rate.

6.4 In the event of default in payment, Witt shall be entitled to charge reminder fees of EUR 5.00 per reminder and default interest at a rate of 9% p.a. above the base interest rate of the European Central Bank.

6.5 Rights of set-off and/or retention shall only accrue to the Advertiser if its counterclaims have been finally adjudicated, are undisputed, or have been acknowledged by Witt.

## **7. Term, Termination, Cancellation**

7.1 The term of each Insertion Order shall be determined in the relevant Insertion Order. There shall be no ordinary right of termination.

7.2 The right to extraordinary termination for good cause shall remain unaffected. Good cause for Witt shall exist in particular if Witt receives a warning letter and/or an interim injunction is obtained against Witt as a result of the Campaign commissioned by the Advertiser and/or if the Advertiser breaches any obligation under Section 5 of these GTC.

7.3 Termination must be made in writing.

7.4 An Insertion Order may be cancelled free of charge up to three months before the start of the planned Campaign. If cancellation is declared within three months before the start of the planned Campaign, the Advertiser shall be obligated to pay 30% of the costs of the affected Campaign. If cancellation is declared within four weeks before the start of the planned Campaign, the Advertiser shall pay the agreed remuneration in full without deduction.

## **8. Liability**

8.1 Witt shall not be liable for delays in the delivery of the Campaign to the extent caused by force majeure or unforeseeable circumstances for which Witt is not responsible, such as operational disruptions, official orders, court orders, or untimely supply. In such cases, the agreed performance periods shall be extended by a reasonable implementation period.

8.2 Witt and its vicarious agents shall be liable without limitation for intent and gross negligence.

8.3 Liability for slight negligence shall be limited in principle to the breach of a material contractual obligation and in amount to the damage typically foreseeable at the time of conclusion of the Insertion Order according to general life experience. Material contractual obligations are obligations whose fulfilment is essential to the proper performance of the contract and on whose compliance the contractual partner regularly relies and may rely.

8.4 The value of the relevant Insertion Order, or the total amount payable by the Advertiser to Witt under the relevant Insertion Order, shall be deemed the typically foreseeable damage.

8.5 Witt and its vicarious agents shall not be liable for loss of profit, indirect damage, consequential damage, or the following non-exhaustive categories of damage:

- for faulty Advertising Materials provided by the Advertiser or by third parties commissioned by it;
- for deficiencies in the reproduction of the Advertising Materials that do not materially impair their purpose;
- for whether the placed Advertising Materials comply with the legal requirements of the country in which they can be accessed or in which the Advertiser has its registered office;

- for the enforceability of claims arising from contracts initiated or concluded between the Advertiser and third parties on the basis of the placed Advertising Materials.

8.6 The foregoing exclusions and limitations of liability shall not apply in the event of express guarantees assumed by Witt, claims under the Product Liability Act, fraudulent concealment of defects, or damage arising from injury to life, body or health, nor in the event of any other mandatory statutory provisions.

## **9. Confidentiality and Data Protection**

9.1 The parties undertake to maintain confidentiality regarding the content of this agreement and all confidential information exchanged in the course of performing this agreement and not to make such information accessible to third parties. Confidential information means all non-public information directly or indirectly disclosed or made accessible in connection with the agreement by one party or an affiliated company of such party (the Disclosing Party) to the other party or an affiliated company of such other party (the Receiving Party), if it is marked as confidential or if it is reasonably to be regarded as confidential due to its content or the circumstances. This includes in particular information about business matters, business processes, prices and/or pricing structures, financial statements, financial or contractual arrangements, and the content of the Insertion Order. In case of doubt, any information about the working methods of a party that the other party receives within the framework of the cooperation shall be deemed confidential and may only be used for the performance of the Insertion Order. The confidentiality obligation shall not apply to disclosure to companies affiliated with the parties in accordance with Sections 15 et seq. AktG. The confidentiality obligation shall apply for a period of 3 years from receipt of the confidential information.

9.2 The confidentiality obligation shall not apply to information that is or becomes public without any breach of contract by either party, that was demonstrably known to the Receiving Party at the time of disclosure, or the disclosure of which is required by mandatory statutory or official obligations or by a final and binding court decision.

9.3 If a booking is made through an agency, Witt shall be entitled to forward a booking confirmation to the relevant advertising customer of the agency.

## **10. Final Provisions**

10.1 Should any provision of these GTC violate statutory provisions in whole or in part or be invalid for any other reason, the validity of the remaining provisions of these GTC shall remain unaffected. The parties shall replace the invalid provision by mutual agreement with another provision that comes closest to the economic purpose of the invalid provision.

10.2 Any waivers, amendments and supplements to the Insertion Order and/or these GTC must be agreed in text form.

10.3 These agreements shall be governed exclusively by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG).

10.4 The place of performance and jurisdiction shall be Witt's registered office. Witt shall also be entitled to sue the Advertiser at its registered office.

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