

## Draft Online General Terms and Conditions of Business

### 1. Advertising order

(1) An advertising order within the meaning of these General Terms and Conditions of Business is the contract on implementing an advertising vehicle, or several advertising vehicles, on the websites of Delius Klasing Verlag GmbH and that of its editorial departments in information and communication services, in particular in the internet, with a view to dissemination. Information and communication services may be rendered on the internet and via mobile platforms. As a general rule, internet and mobile platforms are to be treated equally insofar as no provisions to the contrary have been agreed upon.

(2) Solely the Supplier's General Terms and Conditions of Business and price list, which are deemed a key contractual element, apply to the advertising order. The validity of the Principal's, or other interested parties', General Terms and Conditions of Business that may apply is expressly excluded insofar as they do not correspond with these General Terms and Conditions of Business. In the case of orders for placing advertisements that do not refer to online media and other media, the respective General Terms and Conditions of Business apply to the affected medium.

### 2. Advertising vehicles

(1) An advertising vehicle within the meaning of these General Terms and Conditions of Business may, for example, be made up of one or more of the elements stated below:

- a picture and/or text,
- a loop and/or moving pictures (among others banners),
- a sensitive area which, when clicked by way of an online address stated by the Principal creates a link to other data within the Principal's area (e.g. link).

(2) Advertising vehicles that are not recognised as such due to their design shall be clearly marked as advertisements.

### 3. Entering into a contract

(1) Subject to individual agreements to the contrary, as a general rule the contract shall be brought about by way of confirmation of the order in writing, or by e-mail. The General Terms and Conditions of Business shall also be taken as a basis in the case of verbal or telephone confirmation.

(2) Insofar as advertising agencies award orders, the contract shall, in the case of doubt, be brought about with the advertising agency subject to other written agreements. If an advertiser becomes a Principal, it must be stated in name by the advertising agency. The Suppliers are entitled to request that the advertising agencies furnish proof of their authority.

(3) Advertising for goods or services of more than one advertiser or other interested parties within an advertising campaign (e.g. banner, popup advertising ...) is subject to an additional contract entered into in writing or by e-mail.

### 4. Data supply

(1) The Principal undertakes to supply proper advertising vehicles, in particular such that correspond with the Supplier's format or technical requirements, at the latest 14 days prior to the start of the advertising campaign.

(2) The Supplier's obligation to store the advertising vehicle shall expire at the end of the advertising campaign period. The advertising vehicle shall subsequently be deleted.

(3) The costs incurred by the Supplier for amendments to the advertising vehicle requested by the Principal, or for which the Principal is responsible, shall be borne by the Principal.

### 5. Authority to reject

(1) The Supplier reserves the right to reject or block advertising orders – including individual call-ups as part of a concluded contract - if

- the respective content violates laws or official regulations, or
- the respective content was the subject of a complaints procedure by the German Advertising Council, or
- publication of such orders is unacceptable for the Supplier due to the content, origin or technical form, or
- publication of such orders conflicts with their own economic interests.

(2) The Supplier may, in particular, withdraw an advertising vehicle that has already been published if the Principal subsequently amends the content of the advertising vehicle or the data is subsequently amended to which reference is made via a link and as a result the prerequisites in sub-section 1 are met.

### 6. Guarantee in respect of rights to place advertisements

(1) The Principal guarantees that it holds all the rights required to place the advertisement. As part of the advertising order the Principal shall render the Supplier exempt from all third party claims that may arise in respect of violation of statutory provisions. Furthermore, the Supplier shall be rendered exempt from the costs required to mount a legal defence. The Principal undertakes in good faith to support the Supplier in the form of the provision of information and documents in the event of a legal defence against third parties.

(2) The Principal shall assign to the Supplier all copyright utilisation/performance protection and other rights, in particular the right to duplicate, disseminate, transfer, broadcast, withdraw from a database and call-up, in terms of time and content as required to execute the order, which are necessary to use the advertisement in all kinds of online media, including the internet. The above-mentioned rights shall be assigned in all cases locally without restrictions and give rise to an entitlement to advertise by way of all known technical procedures and all known online media forms.

### 7. Supplier's guarantee

(1) As part of the foreseeable requirements, the Supplier guarantees the best possible reproduction of the advertising vehicle that corresponds in each case with the respective customary technical standard. However, the Principal is aware that in accordance with the latest level of technology, a programme cannot be put together that is absolutely fault-free. The guarantee merely applies to insignificant faults.

An insignificant fault in the reproduction of the advertising vehicle shall be deemed to apply if it is caused

- by the use of unsuitable production software/hardware (e.g. browser), or
- by disruption of other operators' communications networks, or
- by a computer breakdown due to a system failure
- by full and/or non-updated offers on so-called proxies (interim storage), or
- by a breakdown suffered by the ad server that does not last more than 24 hours (ongoing or added together) within 30 days from the start of the placing of the advertisement as per agreement.

In the event of a breakdown suffered by the ad server over a considerable period of time (more than 10 percent of the booked time) as part of a time-related fixed booking, the Principal's obligation to pay shall cease to apply for the period in which the breakdown lasts. Further claims are excluded.

(2) In the event of inadequate quality in respect of reproducing the advertising vehicle, the Principal shall be entitled to abate the purchase price, or to a fault-free replacement, however merely to an extent that rectifies the detrimental effect on the advertising vehicle. In the event that the replacement advertisement fails, or is unacceptable, the Principal shall be entitled to abate the purchase price or rescind the order.

(3) If potential faults are not obvious on the basis of the advertisement documents, the Principal shall not have any rights to demand action or omission of an act in the event of insufficient publication. The same applies in the case of faults in repeatedly placed advertisements if the Principal does not draw attention to the fault prior to publication of the next placed advertisement.

### 8. Performance disruptions

If the order is not executed for reasons that are not the Supplier's responsibility (e.g. software related reason or for other technical reasons), in particular regarding a computer failure, force majeure, strikes, statutory provisions, disruptions in the area of responsibility of third parties (e.g. other providers), network providers or services providers or for other similar reasons, the order shall, where possible, be executed at a later date. In the event of subsequent execution in a reasonable period that is acceptable to the Principal after the disruption has been rectified, the Supplier's entitlement to remuneration shall remain applicable.

### 9. Liability

(1) Claims for damages resulting from positive breach of an obligation, culpability in the case of entering into a contract and unlawful acts shall only apply in the case of intent and gross negligence on the part of the Supplier, its representative or vicarious agents. This does not apply to the liability for warranted characteristics or to the violation of key contractual obligations. In the latter case, liability is limited to foreseeable damage. Claims for damages resulting from impossibility of performance and default in the case of minor negligence are restricted to replacement of the foreseeable damage.

(2) In the case of gross negligence on the part of a basic vicarious agent, liability to entrepreneurs in terms of scope is limited to foreseeable damage. This does not apply to violation of key contractual obligations.

### 10. Price list

(1) The prices stated in the valid price list at the time at which the order is placed are deemed applicable subject to change in respect of dealings with companies. However, price changes in respect of orders confirmed by the Supplier shall only apply if the Supplier has announced these at least one month prior to publication of the advertising vehicle.

The Principal shall be entitled to withdraw in the event of a price increase. The right to withdraw must be exercised within 14 days from receipt of notification of the price increase.

(2) Discounts shall be determined on the basis of the respective valid price list. In respect of their offers, contracts and settlements with the advertisers, advertising agencies and other advertisers undertake to adhere to Delius Klasing Verlag GmbH's price lists.

### 11. Invoices/payment

(1) Invoices shall only be sent once the advertising vehicles have been verifiably published on the internet.

(2) Invoices shall be written out twice a month. Invoice amounts fall due for payment within 20 days, without deductions, following receipt of invoice.

### 12. Default in payment

(1) Interest and collection costs shall be charged in the event of default in payment, or deferment of payment. In the event of default in payment, the Supplier may defer the further execution of an ongoing order up until payment, and request an advance payment for placing the remaining advertisements.

(2) Doubts, which are justified objectively, about the Principal's ability to pay shall entitle the Supplier to render the placing of further advertising vehicles conditional on advance payment of the amount, and settlement of outstanding invoice amounts, without consideration given to an initially agreed period for payment. This also applies during the term of the contract.

(3) If payment is not effected, the internet entry shall not be further displayed. However, following a 3rd reminder in vain it shall be deleted or the advertising vehicle shall be removed from the respective website.

### 13. Cancellation

Notice of termination of advertising orders must be given in writing. The period of notice is 2 weeks prior to the start of booking, in the case of an ongoing booking 2 weeks prior to the end of the month.

### 14. Supplier's requirement to furnish information

Unless otherwise agreed, it is incumbent upon the Supplier to keep the number of times the advertising vehicle is launched available for call-up by the Principal after expiry of the first order placement month.

### 15. Data

The Principal's data used to award orders and make offers shall be stored electronically and are solely intended for use in processing orders and for further information of the Principal. The Contractor assures the Principal that it shall not forward the stored data to third parties.

### 16. Data protection

The advertising order shall be processed with consideration given to the valid data protection provisions.

### 17. Place of performance/place of jurisdiction

The Supplier's registered office is deemed the place of performance. In respect of dealings with merchants, legal persons under public law or in the case of public special assets, the court with jurisdiction for the Supplier's registered office is deemed the place of jurisdiction in the event of a lawsuit. Insofar as the Supplier's claims are not asserted by way of collection procedures, the place of jurisdiction shall be determined, in the case of non-merchants, in accordance with their place of residence. German law is deemed applicable. If the place of residence, or customary place of abode, of the Principal, including non-merchants, is not known at the time at which the lawsuit is brought, or if the Principal has changed its place of residence, or customary place of abode, to an area outside the scope of the law after the contract is entered into, the court with jurisdiction for the Supplier's registered office is deemed the agreed place of jurisdiction if the contract was entered into in writing.

### 18. Cookies

(1) In the event that the Principal acquires or collates data during the course of placing advertising vehicles in Delius Klasing's online offers by way of special techniques such as cookies or web bugs, the Principal assures that it shall comply with the provisions of the German Tele Media Act (TMG) and the [German] data protection acts in the case of collating, processing and using personal data.

(2) Insofar as the Principal acquires anonymous or pseudonym (i.e. personal) data resulting from access to the advertising vehicles it supplies for Delius Klasing's online offers, the Principal may evaluate such data as part of the respective campaign for the specific advertiser that commissioned the Principal with the task of placing the respective campaign. Such an evaluation may only apply to the anonymous and pseudonym data that has been created by placing advertisements on Delius Klasing's advertising vehicles.

(3) Furthermore, the Principal is prohibited from further processing, using or forwarding any data (anonymous or personal) resulting from access to the advertising vehicles it provides for Delius Klasing's online offers. The Principal may not, in particular, store, evaluate, otherwise use and/or forward to third parties for its own interests data from the advertisements in Delius Klasing's online offers. This prohibition also applies to the creation of profiles from the Users' use behaviour in the online offer of Delius Klasing and further use of such profiles.

(4) If the Principal uses third party systems to place advertising vehicles in Delius Klasing's offers, it shall ensure that the system operator also complies with this agreement.