

MEDIA IMPACT

GENERAL TERMS AND CONDITIONS FOR ADVERTS AND OTHER ADVERTISING MATERIAL IN MAGAZINES - New version November 2022 –

The following General Terms and Conditions (hereinafter "the GTC") govern the relationship between the marketer and the client for the placing and execution of advertising orders for magazines marketed by the marketer including the related and offline readable mobile and Tablet-PC applications ("Apps") and e-papers (hereinafter jointly "magazines"), unless agreed otherwise in text form. In addition, these GTC also apply mutatis mutandis for orders for bound-in pages, stick-on cards or technical special versions. The client can access, print out and also download and store these GTC at any time in its current form at www.mediaimpact.de/en under „Media Data/General Terms and Conditions“.

1. Definitions

1.1 "Offer" within the meaning of these GTC is the marketer's offer for the placing and publishing of advertising material(s) in newspapers for the purpose of dissemination. Unless expressly marked as a binding offer, the marketer's offers are non-binding and are subject to the proviso of the offered services being available.

1.2 "Advertising order" within the meaning of these GTC is a client's offer on the publishing of one or more adverts or other advertising material (hereinafter referred to collectively as "advertising material") of an advertiser or other advertising space buyer (hereinafter referred to collectively as "advertiser") in a newspaper for the purpose of dissemination. A client can be an agency or an advertiser itself.

1.3 A "closing" is a contract for the publishing of several advertising materials in accordance with the discounts to be granted to the client pursuant to the rate card, whereby the pertinent publications are to be called down by the client. If a closing grants the right to call down individual advertising material, the publication date of the last advertising material must fall within one year of the publication of the first advertising material (hereinafter referred to as "insertion year"), unless expressly agreed otherwise in a specific case.

1.4 "Marketer" is Media Impact GmbH & Co. KG for all magazines it markets, even if they are published by third parties.

2. Conclusion of contract

2.1 In the case of an advertising order, a contract comes about, unless expressly agreed otherwise in a specific case, through the publication of the advertising material (in the case of several adverts, the first advertising material) or the marketer's confirmation in text form. In so far as the marketer makes a binding offer, the contract comes about through the client's declaration of acceptance.

2.2 In so far as agencies place advertising orders, the contract comes about with the agency, subject to differing agreements in text form. The agency undertakes to provide the marketer with a commercial register extract which shows the brokering of advertising orders as proof of trade and a proof of mandate upon request before the contract is concluded.

2.3 Advertising orders from advertising and media agencies shall only be accepted for advertising clients with an exactly defined name. Advertising for the products or services of advertisers other than named during the booking shall require the marketer's prior consent in text form in every case.

2.4 In so far as the marketer has marketed orders or closings via third parties, those third parties shall act as the marketer's agent and for the latter's account.

2.5 In so far as the granting of AE (agency commission) is not excluded, a 15% agency fee on the net invoice value, i.e., on the invoice total without value-added tax and after deduction of discounts, shall be paid for all orders placed via an advertising agency accredited by the marketer. Excluded here from are in particular setup fees, technical costs and also remunerations for creative services.

2.6 Changes and additions to a contract and also deviations from these GTC shall require the text form. For changes and additions to contracts, this shall also apply for revoking the written form clause.

2.7 In the case of agency bookings, the marketer reserves the right to pass on booking confirmations to the agency's client, too.

3. Publication of advertising material

3.1 If advertising material is to be published only on certain publication dates or in specific positions of the magazine, this shall require an express agreement with the marketer. The orders for such advertising material must be received by the marketer in such good time that the client can be informed before the advertising closing date if the order cannot be executed in that manner.

3.2 For publication in the electronic issues of magazines, the marketer shall be entitled to adapt the print material available for the paper-based issues to the pertinent requirements of the digital issue. The presentation can thereby differ from the printed appearance in the paper-based issue. To avoid such differences, the client can request the exact specifications from the marketer for providing advertising material already adapted to the digital issue. For publication of the adverts in the electronic issues of the magazines, the advert shall be largely scaled proportional to the size of a page in the digital issue relative to the printed issue. In addition, the positions in the printed issue shall be ensured equivalent positions in the digital issues.

3.3 If no particular size instructions are given, the charge shall be based upon the standard actual font size of the printed issue according to the type of advertising material.

3.4 Exclusion of competitors' advertising material is never assured.

3.5 The marketer distributes inserts with due business care, whereby up to 3% wrong deliveries or loss is deemed typical in the trade.

3.6 Bookings for partial circulations (placements in partial circulations always arise if and when less than the total issue is scheduled) are subject to the marketer's postponement right.

4. Duties of the client, marking of advertising material and the marketer's right of refusal

4.1 The client shall be responsible for the contents provided, in particular his advertising material and the websites to which the pertinent advertising material links and also the products advertised therein, being so designed that they do not breach statutory provisions and in particular comply with youth protection, press, competition, trademark, copyright, medical advertising, data protection, criminal and media services law provisions.

4.2 In the event of a culpable breach of Clause 4. 1, the client shall hold the marketer free and harmless from all and any costs incurred by the marketer as a result, including legal defence costs, in their entirety upon first request. The marketer owes no duty to examine the advertising material prior to placing and publishing the same.

4.3 The marketer reserves the right to refuse advertising material (in particular inserts, bound-in items, additions and samples), if

- their contents breach laws or official regulations or
- their contents have been objected to by the German Advertising Council in complaint proceedings or
- their publication breaches rights of third parties or the interests of the marketer due to the content, the design, the origin or the technical form or
- other advertising material (in particular inserts, bound-in items etc.) cannot be enclosed with or attached to the object for technical reasons.

Any refusal of advertising material shall be notified to the client without undue delay. In the case of advertising material whose appearance resembles the editorial design of the newspapers, the marketer reserves a right of objection within the scope of its journalistic remit. Advertising material with an editorial design must be clearly distinct from the basic font of the magazines and be marked with the word „advertising material ". Adverts which are not apparent as advertising content due to their design can be clearly marked as such by the marketer with the word "advert".

4.4 Advertising material containing the advertising of or for third parties (joint advertising) shall require the marketer's prior consent in text form in each individual case. The advertisers are to be named. The marketer reserves the charging of a joint-advertising surcharge and/or a different discount rate.

4.5 If the client has already been given or is given a written warning or has already rendered or renders a cease-and-desist declaration because of the content of advertising material, the client undertakes to inform the marketer to that effect without undue delay. If the client breaches this

duty, the marketer shall not be liable for the harm incurred by the client from a repeated publication of the challenged advert (contents).

4.6 The client warrants that the products, substances, mixtures, items and packaging materials supplied by it or on its behalf to the marketer as additions or samples to media products meet all mandatory requirements applicable in the Federal Republic of Germany (inter alia chemicals legislation (e.g. REACH, CLP), foodstuff legislation, product safety law etc.), that they are in particular furnished with required accompanying document (e.g. certificate of conformity, operating instructions) and are labelled. In addition, the client shall warrant that the suitability of the additions or samples to be combined with the media product for shipping and distribution in combination with that media product was carefully checked. In the event of doubts about legal conformity or suitability for shipping and distribution, the marketer reserves the right to refuse the advertising material without being under a duty of verification. The client shall hold the marketer free and harmless from all involuntary losses and required expenses which arise from the supplied products, substances, mixtures and packaging materials not meeting the mandatory legal requirements, unless culpable behaviour can be attributed to the client. This includes in particular the costs of - also voluntary - recall, in so far as this is reasonably necessary for reasons of health and safety. This shall be without prejudice to further claims under mandatory legal liability such as in particular the Product Liability Act.

5. Transfer of printed matter

5.1 The client bears sole responsibility for the timely delivery and the flawless quality of suitable print layouts or other advertising material. Unless agreed otherwise with the marketer, the print layouts are to be supplied via the DUON portal (www.duon-portal.de). The client undertakes in good time before the start of placements to provide compliant digital print layouts. These must correspond to the technical requirements stated in the rate cards. For publication in digital issues templates are to be supplied as per the marketer's technical specifications for creating and transmitting online advertising material. Agreed are the usual characteristics of the print layouts for adverts or other advertising material as per the binding technical specifications on the DUON portal for the publication in which the advert has been placed pursuant to the rate card and order confirmation. This presupposes that the client complies with the marketer's specifications for creating and transmitting the print layouts via the DUON portal. Undesired printing results which arise due to deviation from the above agreement shall not give rise to any claim for a price reduction. The same shall apply for errors in repeat adverts, if the client fails to point out the error before the printing date of the next advert. The client shall bear sole responsibility for the completeness and correctness of the print layouts. The marketer owes no duty to check the print layouts sent by the client for completeness and correctness.

5.2 The client shall bear the marketer's costs for changes to the layouts requested or caused by the client. In the case of difficult composition work which requires more than normal effort, the marketer reserves the right to invoice the same as actually incurred. Agreed is the usual quality of advertising material for the publication in which the advert has been placed subject to the specifications in the rate card and the order confirmation within the scope of the possibilities determined by the print layouts and the technology used by the printing company.

5.3 Before sending layouts digitally, the client shall ensure that the files sent are free from computer viruses. To that end, the client is in particular obligated to use customary anti-virus programs which represent the current technical state of the art. If the marketer discovers sources of harm of the aforementioned nature on a file sent to it, the marketer shall no longer use that file and shall erase the same, in so far as this is required to prevent or limit harm (in particular to avoid the source of harm spreading to the marketer's IT system), without the client being entitled to demand damages in this context. The marketer reserves the right to resort to the client for damages if the marketer has suffered harm or losses from such sources of harm infiltrated by the client.

5.4 If an advertising order is not carried out or is carried out wrongly, because the client has breached participation duties, in particular supplying production templates late, incompletely and/or with defects or wrongly labelled or the same were deleted pursuant to Clause 5.3, the marketer shall still have a claim to the agreed remuneration.

5.5 Independently of the digital print layouts, an order in text form with motif marking has to be placed. Supplying the print layouts alone shall not constitute the placing of an order.

5.6 Print layouts shall only be returned to the client upon specific request. The duty to retain the print layouts shall end one month from the initial publication of the advert or other advertising material.

6. Defects

6.1 If the publication of the advertising material does not meet the contractually owed quality or performance, the client shall be entitled to a reduction of payment or a satisfactory replacement publication, albeit only to the extent that the purpose of the advert was impaired. The marketer shall have the right to refuse a replacement publication, if

(a) this requires an effort that is grossly disproportionate to the client's interest in performance with regard to the content of the obligation owed and the principles of good faith, or

(b) this would be possible for the marketer only with unreasonably high costs.

If the marketer allows a reasonable grace period granted for the replacement publication to lapse or the replacement publication is once again not defect free, the client shall have a right to a reduction of payment or cancellation of the order. In the case of minor defects in the advertising material, cancellation of the order shall hereby be excluded.

6.2 The client shall check the advertising material without undue delay after publication. Notices of defects must be asserted against the marketer without undue delay after publication, unless the defect in question is not apparent, in which case the period shall be six months.

6.3 The marketer shall be liable for all harm, be it under breach of contractual duty or tort, subject to the following provisions:

(a) In the case of gross negligence, the liability towards entrepreneurs shall be limited to reimbursement of the typical foreseeable harm; this restriction shall not apply, in so far as the harm was caused by the marketer's legal representatives or senior employees.

(b) In the case of simple negligence, the marketer only shall be liable, if a cardinal contractual duty was breached, a guarantee was given or in the case of wilful deceit. Cardinal contractual duties are such duties whose fulfilment renders the proper execution possible in the first place and on whose compliance the contractual partner does and may rely. In such cases, the liability is restricted to typical foreseeable harm. In the case of liability for typical foreseeable harm alone, there shall be no liability for indirect losses, consequential losses or foregone profit.

6.4 All claims against the marketer under breach of contractual duties shall be time barred one year from the start of the statutory time period, unless they are based on intentional or grossly negligent behaviour; or fatality, personal injury or impairment of health is involved; in such cases, the time bar shall be governed by the statutory provisions.

6.5 In the case of claims under the Product Liability Act and also fatality, personal injury or impairment of health, the marketer shall have unlimited liability under the statutory provisions.

7. Payments

7.1 The invoice is due and payable within the period apparent from the invoice, unless agreed otherwise in text form in the specific case. A cash discount of 1% of the invoice amount including applicable VAT shall be granted upon advance payment of the total invoice amount before the start of performance or if a direct debit authorisation is issued at the latest when the order is placed and as long as that direct debit authorisation is not revoked. The marketer reserves the right to demand advance payment prior to the advertising closing date in reasonable circumstances, such as the start of new business dealings. If settlement of invoice by direct debit has been agreed, the marketer undertakes to notify the client about the amount and debit date in advance. Said pre-notification shall be provided one working day before debiting at the latest. Invoices shall always be sent electronically. Upon request, the marketer shall provide a printed invoice by post; the marketer reserves the right to demand separate fees for this.

7.2 The client can offset the marketer's claims only against uncontested or final and binding claims. The marketer is only entitled to exercise a right of retention in so far as the counterclaim is uncontested or final and binding and is based on the same contractual relationship.

7.3 The marketer can postpone further performance of the current advertising order or closing until payment and demand advance payment for the remaining adverts.

7.4 Where there are justified doubts about the client's solvency, the marketer shall be entitled, also during the term of a contract, to make the appearance of further advertising material dependent on advance payment of the amount, regardless of an originally agreed payment period, and on the settlement of outstanding invoiced amounts.

8. Specimen copy

Upon request, the marketer shall supply a specimen copy of advertising material, this Specimen copy will generally be provided digitally, e.g., via access to the corresponding e-paper; unless the client requests a printed copy when placing the order or no e-paper is available. The marketer reserves the right to demand separate effort-based remuneration for mailing the copy. If a specimen copy can no longer be procured, it shall be replaced by a legally binding certificate from the marketer on the publishing and dissemination of the advertising material.

9. Circulation reduction

9.1 Subject to the 2nd sentence, a circulation reduction can give rise to a claim to a price reduction solely for a discountable closing on the basis of the quantity scale as per the rate card for several adverts, if there is a shortfall on the assured circulation on a total average for the insertion year commencing with the first advert. A circulation reduction shall only be a defect justifying a price reduction, if and in so far as it is

for an assured sold circulation of up to 50,000 copies at least 20%,
for an assured sold circulation of up to 100,000 copies at least 15%,
for an assured sold circulation of up to 500,000 copies at least 10%
for an assured sold circulation of more than 500,000 copies at least 5%.

A circulation reduction on the grounds of Clause 15 shall give no entitlement to a price reduction. The assured circulation shall only be the circulation expressly stated as such in the rate card or otherwise or the individually assured circulation, where neither applies, the average sold circulation of the preceding calendar year. The possible circulation reduction shall be calculated as the difference between the number of copies above and below the standard circulation for the issues booked in the insertion year. A claim to a price reduction is to be asserted within half a year after the insertion year end. The price reduction shall be made on the basis of the client net amount taking the agency remuneration already granted into account as credit or, if this is no longer possible, in cash. A claim to a refund shall only arise if the reimbursement amount is at least EUR 2,500. Claims to price reductions are excluded for closings, if the marketer notified the client about the drop in circulation in good time such that the later could have cancelled the order or closing before the appearance of the advert.

9.2 Precondition for a claim to price reduction is a discountable closing on the basis of the rate card.

9.3 Clause 9.1 notwithstanding, a circulation reduction for titles which publish issue-related circulation data shall only give rise to an entitlement to a price reduction, if and in so far as it exceeds

for a circulation (assured sold circulation) of up to 500,000 copies 10% and
for a circulation (assured sold circulation) of more than 500,000 copies 5%.

A circulation reduction on the grounds of Clause 16 shall not be taken into account.

10. Rate cards

10.1 Prices are always quoted net of the pertinent statutory sales tax; this shall apply in particular for prices quoted in advertising orders and rate cards.

10.2 The marketer shall be entitled to change prices at any time with effect for the future. Price changes for advertising contracts are effective, if they are announced by the marketer at least one month before publication of the advert; in that case the client shall have a right of rescission. The right of rescission must be exercised in text form within 14 days of receiving the change notification concerning the price increase. The right of rescission shall not apply for orders to be carried out under a recurring obligation. In such cases, changes to the rate card shall become effective immediately, unless expressly agreed otherwise.

10.3 Text-section adverts within the meaning of the rate cards are adverts bordered by editorial text on at least three sides and not by other adverts.

10.5 In so far as the client agrees individual terms and conditions outside the rate card with the marketer, this shall void all and any rate card discounts.

11. Affiliated companies

If joint discounting applies for affiliated companies, this shall require proof of the advertiser's affiliated status in text form. Affiliated companies within the meaning of this Clause are companies between which there is capital participation of at least 50%. The affiliated status is to be proven for corporations by a public accountant's confirmation or presentation of the last annual financial

statements, for partnerships by presentation of a commercial register extract upon the marketer's request. The group discount must be claimed when the contract is concluded at the latest. Later claiming shall not be recognized retrospectively. Group discounts outside the rate card shall always require express confirmation by the marketer in text form. Group discounts shall only be granted for the duration of the affiliation. The ending of said affiliation is to be notified without undue delay; the ending of the affiliation shall also terminate the joint discounting.

12. Transfer of rights and warranty

12.1 The client shall be responsible for layouts provided not breaching the rights of third parties. The client warrants being the owner of all rights of use and exploitation required for placing and publishing the provided layouts and that he is entitled to dispose over the same. In the case of layout production by the marketer, the client also declares that he holds all rights required to produce the advertising material. He shall to that extent hold the marketer free and harmless from all claims of third parties upon first request. This also includes legal defence costs. The client undertakes to support the marketer with information and documents in the legal defence against third parties.

12.2 The client shall transfer to the marketer for the provided contents the non-exclusive copyrighted use, neighbouring, brand and other rights, in particular the rights of reproduction, dissemination, transmission, broadcasting, the archiving right to make publicly accessible, extraction from a database and retrieval, including all known technical methods and all known forms of online media, required for production and publication of the advertising in print, online and tele media of all and any kind, including Internet, to the extent necessary in terms of time and content for the performance of the order. The marketer shall also receive the perpetual right for own promotion of the marketer and the pertinent items. The aforementioned rights shall in all cases be transferred without spatial limit and are freely transferable to third parties.

12.3 All and any concepts and elements underlying the marketer's offers are protected by copyright and competition law and are to be treated in confidence by the client. Said concepts may in particular not be passed on to third parties either in this or any adapted form or be used by the client for own purposes outside the scope of the contract.

12.4 If a graphic or in another manner the name, logo, company identifier, trademark, work title or other business designation is used in conjunction with the advertising material, the client shall grant the marketer the non-exclusive, non-transferrable right to use the graphic or the corresponding mark in the pertinent advertising material for the term of the contract.

12.5 Advertising material themes (promotions) designed by the marketer for the client may only be used for advertising material in the titles/issues booked with the marketer to that end. No further rights shall be granted.

13. Term

13.1 The contract shall end when the agreed contractual term expires.

13.2 This shall be without prejudice to the right to extraordinary termination for good cause after prior written warning. The termination is to be effected in writing. A right to termination without notice for good cause arises in particular, if one of the parties repeatedly breaches a cardinal contractual duty despite a written warning, fails to cease or rectify the consequences of an ongoing breach of contract within a reasonable period, a written warning or an injunction has been obtained against one and/or both parties and/or against a newspaper marketed by the marketer due to a contractually agreed performance or the marketer has a grounded suspicion that the client or the provided contents breach(es) or has/have breached valid legal provisions, in particular the Criminal Code, the Interstate Treaty on the Protection of Minors in the Media or the applicable advertising guidelines; a grounded suspicion arises once the marketer has indications based on facts for a breach of legal provisions, in particular from the initiation of preliminary proceedings against the marketer, the client and/or the newspapers marketed by the marketer or from the instruction of the pertinent authority to give a statement. There shall also be grounds for termination without notice if enforcement measures are conducted against one of the contractual parties and not ceased within one month.

14. Disruption of the contractual relationship through force majeure

In the case of operational disruptions or force majeure, industrial unrest, confiscation, traffic disruptions, general raw material or energy shortages, pandemic effects and the like - both at the enterprise of the marketer and also at third-party enterprises to which the marketer resorts to

meet its obligations - the marketer shall be entitled to full payment of the published advertising material, if the marketing object has been shipped by the marketer with 80% of the circulation sold on average in the last four quarters or otherwise assured. In the case of lower delivery quantities, the invoiced amount shall be reduced by the same ratio as between the assured and the actually delivered circulation. The marketer reserves the right to postpone publication dates for justified reasons. This shall not give the client any claims whatsoever against the marketer

15. Involvement of third parties

The client shall require the marketer's prior consent for full or partial transfer of his rights and duties under the advertising order in text form. The marketer shall be entitled to resort to third parties to fulfil its obligations under the advertising order.

16. Data protection

The client undertakes to comply with the pertinent valid statutory provisions on data protection, in particular the provisions of the General Data Protection Regulation (GDPR) and the Federal Data Protection Act (FDPA). The client shall bind his employees and vicarious agents and their employees to abide by those provisions.

17. Order cancellations before the start of performance

The client can cancel contracts subject to the following conditions after they have been concluded. Contracts must be cancelled in text form for the attention of the client's contact person at the marketer.

The marketer shall permit cancellation free of charge pursuant to the cancellation period set forth in the pertinent rate card. Definitive for the date of the cancellation is receipt of the letter by the marketer. If this cancellation period is not met, the client has to pay 100% of the net order value plus VAT.

The following forms of advertising shall be governed by differing periods or compensation payments with respect to advertising orders advertising material in magazines: In the case of cross media offers, competitions, influencer campaigns, cancellations are possible free of charge up to six weeks before the start of placements. Thereafter, 30% of the net order value shall be payable. Cancellation is excluded after the rendering of performances has started. In the case of co-operations, cancellations with respect to advertising orders for advertising material in magazines are possible free of charge up to six weeks before the agreed start of placement. Thereafter, 70% of the net order value shall be payable. Here too, cancellation is excluded after the agreed start of placement. Cancellation of advertising orders made in connection with sponsorship is excluded. This applies to all advertising services that are booked in connection with the sponsorship in terms of time or content.

Technical costs and costs for creative services incurred up to the date of the cancellation for the booking shall be invoiced to the client in full.

18. Confidentiality and press

18.1 Unless agreed otherwise in text form, the contractual parties shall treat details of the contractual relationship, in particular the prices and conditions, and also business secrets made known to them directly or indirectly by the pertinent other party during the performance of the contract in strict confidence. This shall not apply, if a disclosure is ordered by a court of law or public authority or is required to uphold rights against the pertinent other contractual party before a court of law. The marketer is also entitled to disclose the content of the advertising order to the third parties involved pursuant to Clause 16 and to affiliated companies pursuant to Sections 15 ff. Corporation Act. The obligation shall remain binding during the entire term of the contract and indefinitely after the same ends.

18.2 The marketer shall be entitled to pass on the gross advertising sales of the client and advertisers at the product level to Nielsen Media Research or comparable institutions for publication.

18.3 Press releases and other public statements to third parties about the business relationship between the marketer and the client or concerning the details of agreements reached shall require the marketer's prior release. This shall apply likewise for logo presentations for logos supplied by the marketer.

19. Final provisions

19.1 All and any additional terms and conditions stated in the rate card shall apply in addition to these General Terms and Conditions.

19.2 Changes to the GTC shall be notified to the client in text form and also at www.mediaimpact.de/en under „Media Data/General Terms and Conditions“. They shall be deemed approved by the client, in so far as the latter does not object in text form within one month from notification.

19.3 General contractual or business terms and conditions of the client are expressly excluded. This shall apply even if the client's conditions were not expressly rejected and/or the marketer renders the performances without objection, i.e., advertising material is placed and published without objection.

19.4 Place of fulfilment is the marketer's registered offices. The legal forum is the marketer's registered offices. German law shall apply to the exclusion of the laws on the international sale of goods.