

General Terms and Conditions of Business Axel Springer Brand Studios

Last amended: January 2022

1. Area of Application

- 1.1. The following General Terms and Conditions of Business (hereinafter referred to as the “Terms”) govern the relationship between Media Impact GmbH & Co. KG, acting under the business designation Axel Springer Brand Studios, (hereinafter referred to as “ASBS”) and the client in the conclusion and implementation of contracts concerning the provision of creative services by ASBS for the client. The client may access these Terms at any time at <https://mediaimpact.de/de/agb> (in German) and print them out or download and store them.
- 1.2. Terms and conditions of business of the client which deviate from these Terms shall not apply unless their applicability has been explicitly confirmed in text form by ASBS.
- 1.3. The proposals of ASBS are intended exclusively for entrepreneurs within the meaning of section 14 of the German Civil Code [BGB – Bürgerliches Gesetzbuch].

2. Subject of Contract; Definitions

- 2.1. The subject of the contract between ASBS and the client comprises, depending on the specific agreements entered into, the concept design, creation and production of advertising materials and media planning for tailored advertising campaigns and similar formats (hereinafter referred to as “Advertising Campaigns”) of the client in media marketed by Media Impact GmbH & Co. KG, if applicable the conception and design of accompanying social media campaigns, the management and regular optimisation of ongoing Advertising Campaigns, project management and planning services, the provision and evaluation of campaign reports, etc.
- 2.2. “Proposal” within the meaning of these Terms shall be any proposal made by ASBS concerning the provision of creative services. Unless explicitly described as binding Proposals, Proposals by ASBS are non-binding and subject to alteration.
- 2.3. “Advertising Materials” within the meaning of these Terms shall be any content intended for advertising purposes, which may comprise one or more elements including without being limited to picture and/or text and/or moving images and/or audio recording.
- 2.4. “Briefing” within the meaning of these Terms shall, in the case of the provision of creative services, be any description of the specific remit for ASBS. A Briefing may include information on the aims of the client, target groups, market conditions and particular market features, advertising budget, etc., which ASBS should take into account when implementing the contract.

3. Conclusion of Contract

- 3.1. Unless explicitly designated as binding, Proposals by ASBS are non-binding. If the client declares acceptance of such a Proposal to ASBS, it is deemed to be making a binding contractual declaration to ASBS aimed at entering into a contract for the services being offered. ASBS may accept the contract offer associated with such a declaration by means of an explicit declaration to the client. The beginning of implementation of the contract by ASBS is deemed to be the equivalent of an explicit declaration of acceptance. The contract between the client and ASBS comes into existence upon acceptance of the contract offer.
- 3.2. In deviation from this, if ASBS has made the client a binding Proposal for the provision of services, the contract comes into existence by means of a declaration of acceptance by the client delivered within the allotted term.

- 3.3. If the client commissions ASBS with the provision of services without having previously received a Proposal from ASBS, ASBS may accept the contract offer associated with such a commission by means of an explicit declaration to the client. The beginning of implementation of the contract by ASBS is deemed to be the equivalent of an explicit declaration of acceptance. The contract between the client and ASBS comes into existence upon acceptance of the contract offer.

4. Commissioning through Agencies

- 4.1. If ASBS is commissioned by agencies, the contract is entered into between ASBS and the agency, subject to any different agreements made in text form. The agency is obliged to provide ASBS upon request with a trade certificate via a commercial register excerpt showing the business purpose of the agency and proof of its mandate.
- 4.2. Assignments from advertising and media agencies will only be accepted for advertisers that are mentioned precisely by name.
- 4.3. The granting of AE commission (agency commission) is excluded.

5. Provision of Services by ASBS

- 5.1. Creative services to be provided by ASBS will in each case be set out in specific detail within the framework of a Briefing by the client. The Briefing takes place in text form (email is sufficient). If the Briefing takes place verbally due to time requirements or for other reasons, the Briefing will be sent subsequently without undue delay by the client in text form. If ASBS provides the client with a record or a summary of the Briefing in text form after a verbal Briefing, its content shall be deemed definitive unless the client has contradicted the record or summary without undue delay. ASBS is not obliged to draw up a record.
- 5.2. ASBS shall take the requirements of the client arising from the Briefing and any other agreed stipulations into consideration as far as possible when providing the agreed creative services, in particular in the planning of Advertising Campaigns and the design of Advertising Materials.
- 5.3. In the event of ASBS being commissioned with the provision of creative services, ASBS will if need be make the client suggestions for the desired Advertising Materials. Following approval by the client, ASBS will then produce the Advertising Materials thus conceived and submit them to the client for approval.
- 5.4. If the creative services that are produced comply with the client's requirements but the client wants changes, for instance for reasons of taste, up to two correction passes on the implementation per contract of the approved concept are provided for and calculated for to take account of this.
- 5.5. If the production and if applicable dissemination of social media posts or other Advertising Materials on certain social media platforms is agreed, ASBS will if applicable design the relevant posts or, as the case may be, Advertising Materials using the content provided by the client and will post them on behalf of the client following their approval by the client via the ad managing tools of the platforms envisaged for this purpose. Except as otherwise explicitly agreed, such posts or Advertising Materials will respectively be treated as "Sponsored Posts" or advertisements and identified as advertising content within the scope of the possibilities of the platform in question.
- 5.6. If it is intended that influencer marketing is to be used for an Advertising Campaign of the client or that a testimonial should be used for advertising, and if the parties have not agreed otherwise, the agreements required for this purpose with the influencer or celebrity or model (together referred to hereinafter as "Influencer") shall be negotiated and entered into directly

between the Influencer and the client. If the Influencer is booked by ASBS, the right to use the relevant Advertising Materials or advertising referring to the Influencer is limited to the media services of the media marketed by Media Impact GmbH & Co. KG booked in connection with the creative services. Any use beyond this by the client is not permitted.

- 5.7. If the creation of moving picture or podcast formats is agreed, the content in question will be created by external service providers. Except as otherwise agreed, ASBS will enter into the relevant contracts with such service providers in its own name and for its own account.
- 5.8. As far as possible, the work results created by ASBS will be made available to the client in the agreed scope in electronic form (e.g. by email or download link or on a data carrier at the discretion of ASBS). To the extent agreed, the work results created will also be supplied if applicable for the purpose of the intended publication to third parties engaged for this purpose or posted directly by ASBS.
- 5.9. If agreed and if ASBS has access to the client's available reports for the Advertising Campaign, ASBS will evaluate the report in question and draw up a final report and if applicable interim reports for the client and make them available to it.
- 5.10. If ASBS is commissioned with the project and campaign management, ASBS will, among other things, draw up, taking account of the Briefing, a media plan with all relevant components and if applicable a project plan including the project timing, clarify the prerequisites for the campaign, keep track of media bookings and support the campaign.
- 5.11. If ASBS is obliged to undertake ongoing optimisation of Advertising Campaigns of the client, ASBS will regularly evaluate the available campaign reports and if applicable undertake possible optimisations, e.g. in the targeting of advertising, with regard to the achievement of the campaign targets and the Key Performance Indicators (KPI) envisaged by the client.
- 5.12. Except as otherwise explicitly stated, the services of ASBS do not include documentation of the running of the Advertising Materials by means of photos, screenshots, videos or by similar means.
- 5.13. The services owed by ASBS do not include the examination of legal questions which may be raised within the scope of the provision of the services, in particular of legal questions from the areas of copyright, competition and trademark law.

6. Client's Co-operation

- 6.1. The Client is obliged to issue its instructions and approvals and provide the necessary documents and information in such good time in each case that ASBS is able to provide the owed services in each case by the agreed date with no additional costs or loss of quality. Insofar as no deadlines are agreed for the provision of co-operative services by the client, ASBS has the right to set the client a reasonable and appropriate deadline for this in each case. Any additional costs occasioned by failure to provide information or issue an approval in good time shall be borne by the client. Instructions by the client shall always be issued in text form (e.g. by email).
- 6.2. Insofar as the provision of content or other templates by the client is necessary for the creation of Advertising Materials, the client is responsible for providing ASBS in good time with proper templates, complete and free of errors and viruses, which in particular comply with the format and technical requirements of ASBS.
- 6.3. Before any digital transmission of data, the client must ensure that the data being transmitted are free of computer viruses. It is in particular obliged to use normal, commercially-available protection programs updated to the latest version for this purpose.

- 6.4. For any necessary liaison and agreement on content, the client shall name a responsible person who can be reached by ASBS and who is authorised to make all decisions bindingly on behalf of the client.
- 6.5. ASBS shall not be responsible for delays attributable to failure by the client to provide necessary content or information in good time or to the client's failure to issue approvals or instructions in good time or to changes requested at short notice by the client. Should an agreed performance date or beginning of performance not be kept to for such a reason, the service will be provided per the next possible point in time. Any agreed performance period shall if necessary be extended by the period of delay insofar as such extension is possible and no agreement to the contrary has been entered into.

7. Use of Sub-Contractors; Representation of the Client

- 7.1. ASBS has the right to employ sub-contractors (including in particular freelancers) to provide the contractually-owed services.
- 7.2. Insofar as it is agreed that ASBS commissions third parties in the client's name for the provision of certain services, the client issues ASBS with power of attorney authorising it to sign the relevant contracts in the client's name.

8. Subsequent Changes to the Scope of the Services

- 8.1. The client may request subsequent changes to the agreed services if grounds exist which the client could not have foreseen when signing the contract or at the time of the Briefing as the case may be and insofar as the change is normal for the industry or can be reasonably expected of ASBS on a case-by-case basis taking into consideration the client's interests.
- 8.2. Insofar as a request for a subsequent change would exceed the previously agreed scope of the services and ASBS would thereby incur considerable extra work and/or additional costs, ASBS may demand a reasonable and appropriate adjustment in the agreed fee. If the parties cannot reach agreement in such a case within five working days, the scope of the services shall remain as originally agreed.
- 8.3. Should the requested change have an impact on the previously agreed services, ASBS shall notify the client of this fact without undue delay and – insofar as the client does not insist on implementation of the contract while the situation is being clarified – interrupt the carrying out of these services until the parties have reached agreement on the requested change. If agreement is not reached between the parties within five working days, the contracted services shall be carried out as per the agreement originally entered into.

9. Termination

- 9.1. Insofar as ASBS is commissioned to provide work services, the applicability of the provisions of section 648 of the BGB is excluded. This shall not affect the client's right to terminate for good cause.
- 9.2. Notice of termination shall be given in text form.

10. Acceptance of services

- 10.1. The client is obliged to accept work services provided by ASBS if ASBS has presented such a service to the client for acceptance or approval unless the service by ASBS shows essential defects.

- 10.2. Acceptance shall take place without undue delay but by no later, however, than within five days after provision by ASBS. By no later than the end of the allotted period for acceptance, the client shall transmit to ASBS a record of the defects contained in the service, which shall at the same time include any declaration or refusal of acceptance and if applicable grounds for rejection. Acceptance may also take place verbally, but shall then, if requested by ASBS, be confirmed in text form by the client. The services of ASBS shall be deemed to have been accepted if the client has not declared acceptance within the allotted period for acceptance even though it is obliged to do so.
- 10.3. In the event of defects, ASBS shall remove them within a reasonable period.

11. Granting of Rights of Use by ASBS

- 11.1. Insofar as ASBS provides creative services for the client, in particular creating Advertising Materials or other content, this is in each case solely for the purpose of running Advertising Campaigns for the media services booked in connection with the creative services in the media marketed by Media Impact GmbH & Co. KG. The rights of use for results of ASBS services as provided for in the following are therefore granted exclusively for the above-mentioned purposes. The use of results of ASBS services outside the media marketed by Media Impact GmbH & Co. KG is not permitted. Any agreements to the contrary shall require written form (email shall not be sufficient).
- 11.2. Insofar as service results (including but not limited to graphics, graphic or other designs and layouts, texts, photos, moving picture content, audio recordings and computer programs) which are subject to copyright and related rights, industrial property rights or other economic exploitation rights are created in the course of the provision by ASBS of the agreed services, ASBS grants the client upon acceptance of the relevant services by the client and – insofar as no acceptance takes place – upon provision of the services simple, geographically unlimited, sub-licensable, rights of use in them for the use of the service results in question within the contractually agreed scope, i.e. for the purpose of carrying out the Advertising Campaign as envisaged in the contract. The foregoing granting of rights covers in particular the right to reproduce the service results on analogue and digital picture and audio carriers and in print media, the right to utilise the service results for advertising purposes, in particular as online advertising, in advertisements, advertising broadcasts and advertising spots, as well as the right to make the service results available in the Internet.
- 11.3. Any concepts underlying the Proposals by ASBS may be protected by law and must be treated in confidence by the client. These concepts may in particular not be passed on to third parties either in their original form or in any modified form or used by the client beyond implementation of the contract for its own purposes.

12. Granting of Rights of Use by the Client

- 12.1. The client is responsible for ensuring that the templates it provides do not infringe any third party rights. It declares in particular that it is the proprietor of all rights of use and exploitation necessary for the use of the templates for the design and publication of Advertising Materials as per the contractual agreements and may dispose over them.
- 12.2. The client grants ASBS the non-exclusive rights to use copyright material and related rights, trademark rights and other rights in the templates and content necessary for the creation and intended publication of the Advertising Materials, in particular the right to reproduce them, disseminate them, play them and exhibit them in public and the right to include them in and access them from a database and the right to archive them, this being in terms of time and content within the scope necessary for the implementation of the contract. ASBS also has the

right, unlimited in terms of time, to do self-advertising for ASBS including the right to use the content and KPIs achieved in the respective campaign as a show or industry case and to this end to reproduce and disseminate the content and make it publicly available. The rights mentioned in the foregoing are in all cases granted without geographical limitation and freely transferable to third parties.

- 12.3. The granting of rights also covers the right to process the templates and content provided insofar as this is necessary for the agreed creation and publication of Advertising Materials, and to use the processed content within the scope provided for in clause 12.2.
- 12.4. If in connection with the running of an Advertising Material the name, logo, company brand mark, trademark, a work title or other business designation is used, ASBS grants the client the non-exclusive right to use the relevant mark for the duration of the contract in the relevant Advertising Material.

13. Indemnity

- 13.1. The client vouches that Advertising Material or other content and the products being advertised with it or the media being advertised or linked with it does/do not infringe any third party rights or otherwise infringe provisions of law.
- 13.2. The client indemnifies ASBS upon first request against any and all claims asserted by a third party against ASBS on the basis of use as per contract of the Advertising Material or other content provided or approved by the client due to an infringement of the rights of said third party or on the basis of other legal infringements on the basis of the content of the Advertising Material or content in question. The indemnity obligation also covers the costs of legal defence by ASBS. The client is obliged to support ASBS with information and documents in its legal defence against such third parties. This shall not affect the assertion of further claims by ASBS. Payments rendered by the client to ASBS on the basis of the indemnity obligation provided for in the foregoing will, however, be set off against any compensation claims by ASBS insofar as ASBS would otherwise be unduly placed in a better position.

14. Safekeeping of Data and Documents

- 14.1. All service results, data, reports and documents (hereinafter referred to as "Documents") produced by ASBS on behalf of the client will be kept by ASBS for a period of one year, starting from the end of the Advertising Campaign which is the subject of the contract. The Documents may be destroyed upon expiry of the period of safekeeping, except insofar as a statutory safekeeping period exists. The client may request that ASBS surrender the Documents during the period of safekeeping insofar as such a claim for surrender exists under the contractual agreements.
- 14.2. ASBS may destroy immediately any Documents which are no longer required, such as manuscripts, sketches, designs for communication or advertising actions which have not been put into effect and similar.

15. Remuneration; Billing

- 15.1. The client is obliged to pay ASBS the agreed remuneration for the contractual services. All prices are stated net of statutory VAT at the applicable rate.
- 15.2. Except as otherwise agreed, the remuneration for creative services is due and payable upon acceptance of the relevant services or part-services as the case may be. The invoice, which may be just for the remuneration for accepted parts of the total assignment, is presented when payment of the remuneration falls due. The remuneration for creative services may be invoiced for together with the remuneration for media services.

- 15.3. All invoices are due net cash immediately upon receipt, except as otherwise agreed in text form on a case-by-case basis. A discount of 1% of the invoice amount including VAT will be given if the total invoice amount is paid in advance before the beginning of the service provision or if a direct debit authorisation has been issued by no later than the time of the commissioning of the assignment and still existing at the time of billing and the debiting of the payment. ASBS reserves the right to demand payment in advance for justified reasons including but not limited to commencement of a new business relationship. If the direct debit procedure has been agreed for the settlement of the invoice, ASBS is obliged to notify the client in advance of the amount and the debit date. This pre-notification ("Pre-Notification") will be made by no later than one day prior to the debit from the account.
- 15.4. The client may offset claims of ASBS only with a claim which is uncontested or has been established with final legal effect or with a counter-claim arising from the same contractual relationship. The client is entitled to exercise a right of withholding only if its counter-claim is uncontested or has been established with final legal effect or is based on the same contractual relationship.
- 15.5. If the client defaults on payment, ASBS may defer implementation of the contract until payment in full has been made and may demand payment in advance for any outstanding services.
- 15.6. The sums for which the client is invoiced may be subject to tax and other deductions. The client is responsible for bearing and remitting any and all taxes due for its transactions. The client indemnifies ASBS against any and all claims which may arise from any default or omission in this regard.
- 15.7. Except as otherwise agreed, out-of-pocket expenditures will be reimbursed by the client in their actual amount upon presentation of receipts.

16. Term

- 16.1. If a defined term is agreed, the contract will end when the agreed term of the contract expires, or otherwise upon performance in full of the agreed services.
- 16.2. The right to terminate extraordinarily for cause is not affected. A right to terminate without notice for cause shall exist on grounds including but not limited to one of the parties being repeatedly in breach of an essential contractual obligation despite being given written warning, not ceasing a continuing breach of contract or removing its consequences within a reasonable and appropriate deadline, a warning being issued against one and/or both of the parties and/or against a medium being used for running Advertising Materials as a consequence of a service being a subject of the contract and/or an injunction being granted or if the justified suspicion exists for ASBS that the client or the content provided by the client infringes applicable provisions of law including but not limited to provisions of criminal law, youth protection legislation or applicable advertising standards. A justified suspicion shall be deemed to exist as soon as ASBS has reasons based on facts for suspecting a breach of legal provisions, in particular from the initiation of investigative proceedings against ASBS or the client or, as the case may be, from the time at which the responsible bodies demand a statement of response. In addition, good cause for extraordinary termination shall be deemed to exist if enforcement measures are executed against one of the parties and are not lifted within one month.

17. Guarantee

- 17.1. ASBS guarantees that the work services provided by ASBS are free of material and legal defects. The guarantee period is one year, beginning with the acceptance of the service in question. Any defects which are not already mentioned in the acceptance statement must be reported to ASBS by the client without undue delay, but within no more than ten (10) working days after

their discovery. If such notification is not made on time, the service shall be deemed to have been approved with regard to this defect. The assertion of guarantee claims is excluded insofar.

- 17.2. Defects which are duly reported within the guarantee period will be removed by ASBS at its own expense. If significant defects are not removed by ASBS within two weeks of receipt of the duly notified defect report, the client may set ASBS a reasonable subsequent deadline of at least two weeks accompanied by a declaration that it will reject the removal of the defect upon expiry of this deadline. Upon expiry of the deadline without result the client shall be entitled to the statutory claims.

18. Interruptions to the Contractual Relationship by Force Majeure

If the implementation of a contract is not possible in whole or in part for reasons for which ASBS is not responsible, including but not limited to force majeure, strike, on the basis of provisions of law, on the basis of interruptions caused within the sphere of responsibility of third parties the actions of which are not attributable to ASBS, or comparable reasons, the obligation of ASBS to perform will be suspended for the duration of such interruption. Such suspension shall end when the interruption in question ceases and the original performance period shall be extended by the duration of such suspension. If such suspension lasts for more than six months, the parties shall have the right to terminate the contract. In deviation herefrom, if the implementation of a contract is not possible in whole or in part for reasons for which the client is responsible, the statutory provisions shall apply.

19. Liability

ASBS shall be liable in respect of any and all loss or damage suffered by the client whether due to breach of a contractual obligation or due to an unlawful action, subject to the following provisions:

- 19.1. ASBS shall be liable under statutory provisions in respect of loss or damage suffered by the client insofar as such loss or damage has been caused intentionally or by gross negligence, it is the consequence of the non-existence of a guaranteed characteristic of the service, it is based on a culpable breach of essential contractual obligations (see clause 19.2), it is the consequence of a culpable injury to health, the body or life or if liability under the Product Liability Act is envisaged with respect to it. In the event of a simply negligent breach of an essential contractual obligation (see clause 19.2), the liability of ASBS is limited, however, to such loss or damage as must be typically and foreseeably expected to arise within the framework of the agreed services. This limitation shall not apply insofar as loss or damage is the result of injury to health, the body or life.
- 19.2. Essential contractual obligations are defined as contractual obligations, the fulfilment of which makes the due and proper implementation of the contract at all possible from the outset and upon compliance with which the client may normally rely, and the breach of which, on the other hand, puts the achievement of the purpose of the contract in jeopardy.
- 19.3. In all other respects liability of ASBS on any legal grounds whatsoever is excluded.
- 19.4. If, with regard to the foregoing provisions, ASBS is liable in respect of the loss of the client's data, liability is limited to the expense typically required to restore them, which would have been incurred by the client for the regular making of back-up copies taking account of risks.
- 19.5. All claims against ASBS arising from breaches of contractual obligations shall expire due to limitation one year from the start of the statutory limitation period unless they are based on intentional or grossly negligent conduct.

20. Confidentiality

20.1. Except as otherwise agreed in text form, the parties to the contract shall treat the details of their contractual relationship, especially prices and conditions, as well as business secrets of which they obtain knowledge directly or indirectly through the other party within the scope of the implementation of the contract, in strict confidence. The obligation to maintain confidentiality shall not apply with respect to information which

- is already known to the public at the time it is imparted,
- the receiving party has demonstrably obtained lawfully from third parties, in particular involving no breach of existing confidentiality obligations,
- was already public knowledge at the time of signing the contract or
- has become public knowledge subsequently without any breach of the obligations contained in this agreement

(public information). In addition, the duty of confidentiality shall not apply in respect of information which must be disclosed on the basis of mandatory provisions of law, binding court decision or official order or the receipt, utilisation or disclosure of which has been permitted by the disclosing party or is allowed on the basis of statutory provisions or is necessary for the judicial enforcement of the party's own claims against the respective other party. In addition, ASBS is entitled to disclose the content of the contract to any sub-contractors it engages, to affiliated companies within the meaning of sections 15 et seq. of the Joint-Stock Corporations Act [AktG – Aktiengesetz] and to advisors subject to an oath of professional secrecy.

20.2. The confidentiality obligation shall continue to exist beyond the term of the contract with regard to all contractual information until and unless such information is or becomes public knowledge.

20.3. Press statements and other public announcements vis-à-vis third parties regarding the business relations between ASBS and the client or with regard to the details of agreements that have been entered into shall require the prior approval of ASBS.

21. Data Privacy

21.1. Within the scope of this contract the parties on principle do not process any personal data of the respective other party. The exception to this is the processing of contact data of the other party and/or of employees of the respective other party and contractually occasioned communication within the framework of the operative commercial implementation of the contract.

21.2. Should, as an exception, the implementation of the contract require order processing of the client's personal data by ASBS, the parties will sign an agreement satisfying legal requirements concerning such order processing before the commencement of the processing in question.

22. Final Provisions

22.1. Insofar as the sending of statements, declarations or information by ASBS to the client is envisaged under these Terms, such statements, declarations or information shall normally be transmitted by email to the email address as notified by the client.

22.2. The client shall require the prior consent of ASBS in text form for any assignment of all or part of its rights and duties under the contract.

22.3. Amendments and supplements to a contract once concluded and any deviations from these Terms shall require text form. For amendments and supplements to a contract this also applies to the cancellation of the text form clause.

- 22.4. The law of the Federal Republic of German shall exclusively govern the contractual relationship to the exclusion of the applicability of the UN Convention on the International Sale of Goods (CISG).
- 22.5. If the client is a merchant, a legal entity constituted under public law or a public law special fund, the exclusive venue of jurisdiction for all claims arising from the use agreement is Berlin–Mitte. ASBS may, however, also sue the client at its general venue of jurisdiction.