

## I. GENERAL TERMS AND CONDITIONS OF LICENSING OF KONTRAST COMMUNICATION SERVICES GMBH

### § 1 SCOPE OF APPLICATION AND VALIDITY OF THE GENERAL TERMS AND CONDITIONS OF LICENSING (HEREAFTER REFERRED TO AS "GTC") OF KONTRAST COMMUNICATION SERVICES GMBH, HEREAFTER REFERRED TO AS "KONTRAST", "CONTRACTOR" OR "VENDOR".

1. The following GTC apply to all orders, offers, deliveries and other services performed by Kontrast in the context of the contractual relationship with a customer or client and especially in the context of the provision of software.
2. The GTC are valid from the time of acceptance of the delivery or service and/or client acceptance of an offer from Kontrast. The GTC apply to and form an integral part of all quotations, offers, deliveries and services made by Kontrast unless and to the extent Kontrast explicitly agrees otherwise in writing.
3. Deviating terms and conditions set forth by the customer are hereby rejected. These general terms and conditions exclusively apply. Deviating terms and conditions set forth by the customer are not recognized by Kontrast, unless Kontrast has expressly agreed to them in writing. This particularly applies to deliveries and/or other services performed by Kontrast without reservation despite knowledge of the customer's general terms and conditions.
4. Reference to the applicability of legal regulations is merely for clarification. For this reason unless immediately altered by the following provisions, legal regulations also apply even without such clarification.

### § 2 OFFERS, COST ESTIMATES AND CONCLUSION OF CONTRACT

1. Kontrast offers are subject to change and non-binding. Declarations of acceptance and all orders must be confirmed in writing or telex confirmation in order to become legally effective. The same applies to amendments, changes or supplements. The same applies if Kontrast has provided cost estimates, catalogues, product descriptions or technical document (e.g. user documentation) to the customer before conclusion of the contract. Kontrast reserves its intellectual property rights and copyright to cost estimates, user documentation and other documents without restrictions. The documents may only be made accessible to third parties after approval by Kontrast and must be immediately returned, if a contract is not concluded with the customer.
2. Orders of software are considered a binding contractual offer, unless otherwise stipulated in the order. Kontrast is free to accept this contractual offer within 30 days after receipt by Kontrast. Acceptance can be declared in writing (e.g. order confirmation) or by delivery of the software to the customer.
3. The employees of Kontrast are not authorized to make verbal collateral agreements or verbal confirmations that go beyond the content of the written agreement.

### § 3 PRICES AND PAYMENT TERMS

1. Unless otherwise stipulated Kontrast will be bound by the prices contained in its offers for 30 days from receipt at the customer. Prices mentioned by Kontrast in the order confirmation are binding and plus the current statutory value-added tax. Additional deliveries and services as well as expenses for travelling and shipping are charged separately.
2. Kontrast reserves the right to alter prices, if cost reductions or increases occur after conclusion of the contract. Kontrast will provide adequate proof of this to the customer on request.
3. Kontrast explicitly reserves the right to refuse checks or bills of exchange. They are accepted for fulfilment only, whereas any costs for discounts and bills of exchange shall be borne by the customer and are due immediately.
4. The customer is entitled to compensation only if his/her counter-claims have been legally determined or recognized by Kontrast in writing. Furthermore, the customer may only exercise his/her right to retention, if his/her claims for which payment is being withheld are based on the same contractual relationship and were either determined to be legally effective or have been acknowledged by Kontrast.
5. If the customer has been determined to be in default and the sum is considerable, Kontrast has the right to discontinue services from the same legal relationship to which Kontrast agreed to and immediately demand payment for all sums due resulting from this relationship. Any dates and/or deadlines for execution of pending deliveries and services agreed to on the part of Kontrast are invalid and do not require any special notification from Kontrast.

### § 4 PERIODS OF DELIVERY AND SERVICE

1. Delivery dates or deadlines which can be agreed to in a binding or non-binding manner must be confirmed by Kontrast in writing.
2. If Kontrast is in default the client shall grant a reasonable period of grace. If this appropriate period of grace has ended without success, the client may withdraw from the contract.
3. Kontrast shall not be liable for delays in delivery or performance resulting from force majeure and due to events which make delivery significantly more difficult or impossible – this includes in particular strike, lock-out, official orders, disasters etc., also when they affect suppliers of Kontrast or their subcontractors. This also applies to delivery periods and deadlines agreed upon which are binding. These events entitle Kontrast to postpone delivery and/or performance for the duration of the impediment plus an adequate run-up period, or to partially or completely withdraw from the contract.
4. If the impediment lasts longer than three months, the client is entitled after granting an additional period of grace of reasonable

length to withdraw from the contract with respect to the unfulfilled part of the contract. If the delivery time is extended or if Kontrast is released from its performance obligation, the client shall have no right to compensation for damages. Kontrast can only refer to above-mentioned circumstances, if they immediately notify the client.

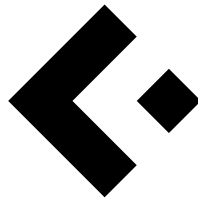
5. If Kontrast is responsible for non-compliance or delay of binding delivery periods and deadlines, the client is entitled to demand compensation for damages resulting from delay up to the amount of the value of the order (own work performed excluding preliminary work and material). Any additional claims are excluded, unless the delay is a result of gross negligence on the part of Kontrast.
6. Kontrast is entitled to make partial deliveries and partial services at any time.

### § 5 TRANSFER OF RISK

The risk shall pass to the client as soon as the shipment is handed over to the person performing the transport or has left the premises of Kontrast for the purpose of being shipped. If shipment becomes impossible for reasons outside of the responsibility of Kontrast, the risk shall pass to the client at the time of notification that the shipment is ready for dispatch.

### § 6 DATA DELIVERY/DATA SECURITY

1. Kontrast assumes no liability for any defects resulting from data transmission errors.
2. Kontrast assumes no liability for the integrity of data storage media and for data security. The client/customer must only send copies of the original files to Kontrast.
3. Misprints and/or incorrect exposures due to incorrect or incomplete data for which the client/customer is responsible will be charged at the full amount. The customer will be notified about the error and possible problems, if they are detected before completion. Corrections required may be performed on request and to the extent possible by the contractor who will charge the applicable hourly rate.
4. The contractor is only liable for defects resulting from software errors in so far as indemnification is paid by the software manufacturer.
5. Kontrast ensures that the delivery is free of computer viruses for scan data orders including data storage media. The client/customer will assume responsibility for damage caused by the delivery of virally infected data and data storage media or those which pose a risk to the system.
6. The client/customer ensures that he/she holds the rights to use the original documents used for printouts and its embedded images.



## § 7 WARRANTY

For the rights of the client/customer the legal regulations apply unless otherwise stipulated in the following.

The software comes with a warranty period of one year. The warranty period of one year starts with the handover of the software to the client/customer.

Kontrast warrants that the software complies with the respective product description when used as contractually intended and is not flawed with any defects which impair the suitability of the software to a significant extent for the contractually agreed use. Insignificant deviations from the product description are not considered defects. The client/customer is aware that as per current standards errors may exist due to complexity of the software. The client/customer is obligated to immediately notify Kontrast about errors in writing and also indicate and describe how the defect manifests itself, what it affects and under what circumstances it occurs. Warranty claims arise only if the reported defect is reproducible or can be demonstrated by automatically generated documentation.

Insofar as the client/customer is a merchant in accordance with the German Commercial Code ("Handelsgesetzbuch"), additionally hidden defects must be reported in writing within two weeks after their discovery. The delivery and/or service is considered accepted in the event of breach of the obligation to inspect and notify of defects. The aforementioned defect notification periods also apply to additional or replacement deliveries. Kontrast will eliminate the defect properly reported by the client/customer through subsequent fulfilment, i.e. by rework or replacement delivery. Kontrast is entitled to choose the type and manner of subsequent fulfilment to be performed to eliminate a defect. The right of Kontrast to refuse the chosen type of subsequent fulfilment under legal prerequisites shall remain unaffected. Kontrast is entitled to provide a new version of the software to the client/customer (e.g. "update", "maintenance release/patch") which no longer contains and/or eliminates the reported defect, if reasonable for the client/customer.

If subsequent fulfilment has failed or is not reasonable for the client/customer, it is impossible or Kontrast has (rightly or wrongly) refused subsequent fulfilment or a period of grace has passed unsuccessfully and/or according to legal provisions has been determined to be unnecessary, the client/customer is entitled to withdraw from the contract or reduce the purchasing price. However, there is no right to withdraw due to insignificant defects. By declaring withdrawal and/or reduction the client/customer claim for delivery of an error-free software is no longer applicable.

1. The client/customer must immediately check the delivery for contractual fulfilment at the time of receipt and immediately report possible defects in writing. This obligation of inspection and notification of defects applies to the client/customer for all intermediary products or faxes sent in for correction. If intermediary products are not reported to be defective, the client/customer shall bear the risk of any possible errors of the finished product.
2. In the event of justifiable complaints Kontrast is obligated to perform subsequent improvements and/or replacement deliveries to the amount of the order of the value under

exclusion of any third party. If the subsequent improvement is unsuccessful, the client/customer is entitled to demand a reduction of the remuneration or to revoke the contract at his/her discretion.

## § 8 RETENTION OF TITLE

All conventional intermediary products and digital works produced in an electronically stored form remain the property of Kontrast which also stores them, if applicable, for a limited time, for future use. Goods remain the property of Kontrast until the fulfilment of all claims against the client; i.e. also claims to which Kontrast is entitled outside the scope of the contract.

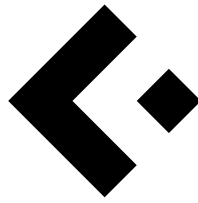
1. Kontrast retains ownership of all delivered contractual products until full payment of all claims arising from the respective delivery to the customer.
2. The customer must store all delivered contractual products under the retention of title separately from all other goods and must handle them with care. The customer is obligated to maintain sufficient general liability insurance at his/her expense for all contractual products delivered from Kontrast, whose minimum coverage of property damage exceeds the claims from Kontrast. The customer shall provide proof upon request that insurance was taken out. Demands against the insurance from a claim shall already be assigned by the customer to Kontrast to the amount of the invoice value of the damaged contractual products.
3. The customer is entitled to combine, mix, blend, process or reconfigure the delivered contractual goods within the scope of regular business interaction until this entitlement is revoked in accordance with § 8 para. 6. If all contractual products are processed or reconfigured by the customer, the processing and/or reconfiguration shall be performed on behalf and at the expense of Kontrast as the manufacturer and Kontrast immediately acquires the property rights or, if the processing and/or reconfiguration is performed with materials from several owners or the value of the processed product is higher than the value of the processed contractual product Kontrast acquires a joint title (co-ownership) of the newly produced product in relation to the value of the processed contractual products to the newly created product. In the case that no such acquisition of title should occur with Kontrast, the customer shall already assign his/her future ownership or (at the ratio indicated above) co-ownership of the newly created product to Kontrast as a precautionary measure and shall store the object with the care of a prudent businessman for Kontrast.
4. If contractual products are combined with other products to a unified product, inseparably mixed or blended and other products must be seen as the primary product, the customer assigns co-ownership to Kontrast, if the primary product is his/her property, proportional to the unified product at a ratio mentioned in § 8 para. 3 clause 2.
5. The customer is permitted to sell contractual products to which Kontrast holds property rights only within the scope of regular business interaction, as long as the customer is not in default.

The claims against his/her customers acquired by these sales shall already be assigned by the customer to Kontrast until full payment of all claims toward the customer has been made (in accordance with § 8 para. 1); Kontrast accepts this assignment. The customer shall remain entitled to retain all claims assigned to Kontrast as long as he/she is not in default of payment. Kontrast is authorized to retain and collect all assigned claims, if the customer is in default of payment; in this case the customer is obligated to provide all information, provide statements and perform all actions required for collecting the claims.

6. The customer must inform his/her customers on the request of Kontrast about the assignment in accordance with § 8 para. 4 above and hand over all lists and documents necessary for the assertion of claims. In the event of conduct of the customer that is in violation of the agreement, in particular default of payment or justifiable doubt in his/her solvency (e.g. inability to make payments, application for insolvency proceedings), Kontrast is entitled to prohibit further sale or the processing, reconfiguration, combination, mixing and blending of the contractual products. In case Kontrast withdraws from the concluded purchase of contractual products agreed between the parties in accordance with legal regulations, Kontrast is entitled to retain ownership of the contractual products. The customer declares his/her consent that employees of Kontrast or persons authorized by Kontrast will be permitted to enter the customer's warehouse and business premises for this purpose.
7. The customer is not permitted to pledge or assign the contractual products under the retention of title as security. The customer must immediately notify Kontrast in writing (fax will suffice) about pledges and other access of third parties to these contractual products as well as pledges of claims assigned to Kontrast (cf. § 8 para. 4).

## § 9 PAYMENT

1. The invoice amount is due on the date indicated on the invoice without deductions. Kontrast is entitled, irrespective of any deviating terms and conditions of the client, to offset any older debts, and will inform the client about the type of billing made. If costs and interest have incurred, Kontrast is entitled to offset the payment at first against the costs, second against the interest and lastly against the principle performance.
2. Kontrast is entitled to demand advance payments or securities.
3. The client is only entitled to off-set, retain or make reductions to the invoice, also if notifications of defect or counter claims are being made, if the counter-claims have been determined to be undisputed or legally binding.
4. A third of the sum is due when placing the order, a third on completion and a third on receipt of the invoice for orders exceeding a volume of EUR 15,000.00 (in words: fifteen thousand euros).
5. If Kontrast becomes aware of circumstances that question the creditworthiness of the client, in particular if a check cannot be cashed



in or if he/she stops payments, or if Kontrast becomes aware of other circumstances that question the creditworthiness of the client, Kontrast shall be entitled to demand payment for the rest of the debt, also if Kontrast has accepted checks. Kontrast is in this case also entitled to demand advance payments or securities. Kontrast is also entitled to these rights, if the client does not make any payment after a warning letter establishing default.

6. Kontrast is entitled to charge for interest in the amount of the interest rate charged by commercial banks for borrowings on current accounts plus the statutory value-added tax in the case of default of payment. Interests must be fixed at a lower rate, if the client provides proof of a lower charge.

#### § 10 STORAGE

Intermediary materials and files are stored by Kontrast at the client's request, but usually for a maximum of three months.

#### § 11 PERIODIC WORK

Contracts regarding period work can only be cancelled by giving three months' notice.

#### § 12 COPYRIGHT

The client shall be solely liable if his/her order results in the violation of copyrights of any third parties. The client shall release Kontrast from all third-party claims as a result of such legal infringements.

#### § 13 LIMITATION OF LIABILITY

Kontrast and its vicarious agents shall be excluded of compensation claims due to the impossibility of performance, due to breach of contractual duties (protection) pursuant to § 280, § 241 BGB [German Civil Code] as well as pursuant to § 311 para. 2 BGB due to breach of obligations on the conclusion of contract and from non-permissible acts except for in the event of deliberate action or gross negligence.

#### § 14 APPLICABLE LAW, PLACE OF JURISDICTION, SEVERABILITY CLAUSE

1. The laws of the Federal Republic of Germany apply to these general terms and conditions and the entire legal relationship between Kontrast and the client under exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).
2. Insofar as the client is a merchant in accordance with the German Commercial Code ("HGB"), the place of business of Kontrast entered in the commercial trade register is considered as the place of fulfilment and exclusive place of jurisdiction for all disputes arising from or in conjunction with the business relationship with the customer. However, Kontrast is entitled to take legal action at the customer's place of business.
3. Should an individual provision of this agreement be invalid, the validity of the other provisions shall remain unaffected. The contractual parties shall replace an invalid provision with a legally permissible provision which comes closest to the economic purpose of the invalid provision. The provision mentioned above shall also apply to gaps or omissions, respectively.

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## II. ADDITIONAL TERMS AND CONDITIONS FOR MEDIA DISTRIBUTION AND MEDIA MARKETING/BOOKING

#### § 1 HOME DISTRIBUTION OF ADVERTISING MATERIAL

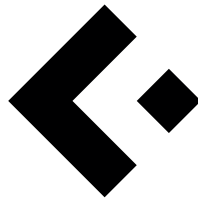
1. The client shall be liable for type and content of the advertising, especially with regard to text and image content. Liability of Kontrast is excluded. Kontrast reserves the right to refuse orders due to content (in violation of legal regulations or against public decency) or to form (from a technical perspective). This also applies to parts of an overall order.
2. Delivery is made by placing advertising material into the mail boxes of households (in general, one copy per household), if they are accessible by the distributing agents. If this is not the case, e.g. mail box inside the house, and if no one opens the front door after having rung the bell several times, the house in question will not receive delivery. Clearly marked, distinct "no advertising labels" will be observed. Business establishments, shops, offices, homes, barracks, hospitals, holiday complexes and housing for international residents, houses on business and factory sites as well as houses outside residential areas are excluded. Deviating distribution rules may be agreed upon separately in writing, if required. Kontrast shall not assume an obligation to distribute the material at specific times. Kontrast is authorized to make use of subcontractors for the performance of orders.
3. Household distribution will not reach 100% of the target group of available households even with full coverage depending on local conditions. Kontrast guarantees a distribution of advertising material of at least 90%.

4. Possible complaints with regard to the quality of distribution must be made by providing the date of distribution, the full address and details of the reason for the complaint. This information must be made available to Kontrast in writing within three workdays after the distribution date. In general, complaints can only be processed and addressed if received within the period mentioned above.
5. The client is entitled to subsequent fulfilment of non-distribution or distribution missing to a significant part. If the replacement delivery has not been performed after an appropriate period or if it is inaccurate, the client is entitled to a proportional reduction of payment. In this case, the client must provide proof that Kontrast is at fault. Any further claims shall be excluded.
6. Kontrast shall not assume any liability in the event of force majeure (e.g. severe weather), strike and delays that are beyond control by Kontrast (e.g. operational breakdowns of any kind) with regard to maintaining agreed delivery dates. Furthermore, there shall be no liability for reduction of quantity/quality of the distributed material due to damage caused by fire, breakage, shipping, influences of weather or of third parties.
7. Kontrast shall not assume any liability for any lack of success expected from the advertisement.
8. The exclusion of competitors of the client is not guaranteed.

#### § 2 MARKETING/BOOKING OF BILLBOARD POSTERS

Object of the booking of billboard posters is the contract regarding the implementation of poster advertising on advertisement media and the production of billboard posters used.

1. In accordance with the German Standards Committee for Paper Formats the norm specified applies to the large format, hereinafter referred to as "LF": Large formats are billboards used to attach one landscape poster with a size of 9 m<sup>2</sup>.
2. The contract shall only be valid upon written acceptance of the order by Kontrast. All amendments agreed upon must be made in writing. Offers from Kontrast are subject to change and without obligation. Kontrast is authorized to refuse orders based on their content, origin or technical form according to the standardized and factually justified principles of Kontrast, if the placement of the posters is unreasonable or their content violates legal regulations or provisions from authorities. If the contract has already been concluded, Kontrast reserves the right to withdraw from the contract for reasons mentioned above. The validity of the client's General Terms and Conditions is excluded.
3. A right to withdraw of up to 60 calendar days before commencement of the billposting period shall apply to LF.
4. The billposting of LF is performed at intervals of weeks or 10-day intervals. The exact billposting interval of the LF booked is indicated



in the order confirmation which is binding. For technical reasons the billposting may begin and/or end sooner or later. Claims for compensation for this reason are excluded.

5. The exclusion of competitors of the client is not guaranteed.
6. The client is responsible for form and content of the motifs as well as for ensuring that they are unobjectionable in terms of copyright and competition laws. The client shall indemnify Kontrast from any possible third-party claims as well as from any expenses incurring to Kontrast for this reason. Kontrast shall not be subject to auditing.
7. Claims for compensation based on breaches of duty shall only be valid in the event of intent and gross negligence on the part of Kontrast. Any liability of Kontrast due to minor negligence shall be excluded. This limitation does not apply to damage resulting from injury to life and limb or death or for breaches of fundamental contractual duties.

8. The liability for property and financial damage resulting from gross negligence of the vicarious agent for business people shall be limited to foreseeable damage typical for the contract except for breaches of fundamental contractual duties.
9. Kontrast shall not assume any liability for any lack of success expected from the advertisement.
10. Kontrast shall not hold any liability resulting from non-performance, delay, interruption or premature termination of a billposting for reasons which are not the responsibility of Kontrast, e.g. force majeure (e.g. severe weather), strike and delays that are beyond the control of Kontrast (e.g. operational breakdowns of any kind), construction or demolition work with regard to the adherence to agreed dates. Furthermore, there shall be no liability for reduction of the billposting due to damage caused by fire, breakage, shipping, or influences of weather or of third parties.

11. Obvious defects must be reported and proven to Kontrast in writing immediately after becoming aware thereof, however, no later than 30 calendar days after termination of the billposting.
12. Replacement and/or reduction of ordered billpostings for credit due to internal reasons is reserved.

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### III. INFORMATION ABOUT THE PRIVACY POLICY

It is important to us to protect your data, which can be collected on the occasion of a personal contact or your visit on [kontrast.de](http://kontrast.de). You can visit our website at any time without giving personal information. Your personal data will only be collected and stored if necessary, and only to answer your request and / or process your order, if you voluntarily contact us.

The statutory provisions on protection of your data are set out in the German Federal Data Protection Act (BDSG), the German Telemedia Act (TMG) and in the European General Data Protection Regulation (DSGVO), which will apply from 25th May 2018.

Responsible in the sense of the data protection regulations is Kontrast Communication Services GmbH, managing director: Joachim Fischer.

Detailed information, which data we collect during your visit to our website and how they are used, can be found under Data Protection / Privacy Policy on our website [kontrast.de](http://kontrast.de).

#### CONTACT

If you have any questions, comments or concerns about this Privacy Policy or the information practices on this site, please contact us by e-mail at [datenschutz@kontrast.de](mailto:datenschutz@kontrast.de) or write to:

Kontrast Communication Services GmbH  
Attn. Kontrast Data Protection Officer  
Plange Mühle 5  
D-40221 Düsseldorf/Germany

#### a) Instructions Affected rights

Each data subject has the right to information pursuant to Art. 15 DS-GVO, the right to a correction under Art. 16 DS-GVO, the right to cancellation under Article 17 DS-BER, the right to limit processing under Art -GVO, the right to object to Art. 21 DS-GVO and the right of data transferability under Art. 20 DS-BER. With regard to the right to information and the right to erase, the restrictions under §§ 34 and 35 BDSG apply.

#### b) Information on the possibility of complaint

You also have the right to complain to us about the processing of your personal data by the competent data protection supervisory authority.

#### c) Instructions for revocation with consent

You may revoke your consent to the processing of personal data at any time. This also applies to the revocation of declarations of consent that were given to us before the validity of the General Data Protection Regulation, as before 25 May 2018. Please note that the revocation only works for the future. Processing that took place before the revocation is not affected.

#### d) Law in the case of data processing for direct mail advertising

According to Art. 21 (2) of the GDPR, you have the right to object at any time to the processing of your personal data. In the event of your opposition to processing for the purpose of direct mail, we will no longer process your personal data for these purposes. Please note that the contradiction only works for the future. Processing that took place before the opposition is not affected.

#### e) Reference to the right of appeal in case of balance of interests

As far as we base the processing of your personal data on a balance of interests, you can object to the processing. In the event of such a disagreement, we ask you to explain the reasons why we should not process your personal data as described by us. In the case of your justified objection we examine the situation and will either discontinue or adapt the data processing or explain our compelling reasons worthy of protection.

#### CHANGES TO THE PRIVACY POLICY

We reserve the right to change or amend this Privacy Policy at any time in accordance with applicable data protection laws.

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