

General Terms and Conditions

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Section I: General regulations

1. Scope

The following General Terms and Conditions (GTC) are considered an integral part of all agreements with

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Member of the DDV Deutscher Dialogmarketing Verband e.V.

– hereinafter referred to as “Trebbau” or the “contractor” –

- 1.1. Oral ancillary understandings or deviating understandings shall require express agreement. In addition, the QuLS DMS apply, as well as QuLS target audience marketing for services set forth under section II (cf. clause 2.).
- 1.2. Any General Terms and Conditions of the contractual partner that contradict or deviate from the following provisions shall not apply. The following terms and conditions shall apply exclusively, even if Trebbau carries out its deliveries and services without reservation with the knowledge of conditions of the contractual partner that contradict or deviate from the following terms and conditions, or if the client declares that it only wants to conclude agreements under its conditions.
- 1.3. The following Conditions of Sale shall apply only to companies in the sense of Sec. 14 BGB (German Civil Code).

2. Definitions

Address order / individual order: Agreement in which an address owner grants rights of use to a database.

Address data (sets): Personal data belonging to persons affected by the intended use. This may include names, postal addresses, communication data and other personal data.

Address owner (= list owner): the person who collected the personal address data themselves or obtained it in some other manner, and grants rights of use to said data.

Address group = address lists: Addresses and/or other data that is selected by group characteristics.

Client: User of Trebbau's services (customer)

Database: The data specified by the address owner for use, which is generally personal data, such as the mailing address, year of birth, and other group characteristics, like the purchase date of product group, each summarised in address lists.

DDV: Deutscher Dialogmarketing Verband e.V., Hahnstraße 70, 60528 Frankfurt, www.ddv.de.

Dialogue marketing services: Services associated with the processing of personal data for dialogue marketing measures and the production and delivery of relevant advertising materials, such as typically the personalisation of advertising materials, address printing, cutting and folding, placing in shipping sleeves, optimising shipping costs, stocking, picking, and packaging, delivering via mail or contact via a call centre.

Dialogue marketing measure: The advertising measures undertaken using the contact information of a data subject (for example sending a mailing / sending a catalogue, an e-mail newsletter, making an advertising call or data preparation / processing); also known as advertising measures, advertising campaigns, or advertisement.

<i>Service provider, processor:</i>	Contract processor in accordance with Art. 4 no. 8 GDPR who processes the advertising data for the purpose of carrying out dialogue marketing measures or carries out other processing (for instance for the purpose of destroying files, computing centre services or call centre services on behalf of the address owner.
<i>Control address:</i>	Data (such as addresses, e-mail, personal characteristics) that are added to the database of data to be used for controlling purposes.
<i>Letter shop:</i>	Service providers that perform dialogue marketing services.
<i>List broker:</i>	Companies that obtain rights of use to the address data for dialogue marketing measures as an intermediate agent, then sell it to other parties.
<i>List data declaration:</i>	Definition of the rights of use granted and contract processing issued by the address owner in text form; contains, in particular, information on the relevant address data sets (identification such as list names, descriptions, number of data, type of personal data and the categories of data subjects), identity of the advertising entity, permitted processors and applicable contract processing conditions, as well as the duration of processing, type and purpose of processing in the form of the planned advertisement as well as any categories of recipients of the data. The list data declaration can also be provided in the form of an offer or contract confirmation accepted by the address owner.
<i>QuLS target audience marketing:</i>	The quality and performance standards of the DDV for the competence centre target audience marketing in the DDV (hereinafter referred to as “competence centre target audience marketing”) includes self-disclosure declarations for handling data when marketing to target audiences.
<i>QuLS DMS:</i>	The quality and performance standards of the DDV for the DirectMail Services competence centre in the DDV.
<i>Processor:</i>	Letter shops, IT service providers or other service providers that process address data on behalf of the client under data protection law.
<i>Advertiser:</i>	Purchaser or user of the rights of use to the data in the framework of commercial communication.

Section II: Conditions for marketing and obtaining data and auxiliary services

1. Purchase and sale of rights of use

1.1. In cases when Trebbau receives an order to offer and sell rights of use to data, in particular to *address data*, for *dialogue marketing measures* to third parties (marketing order) or obtains rights to such data for the purposes of an advertiser (purchasing order), then Trebbau shall act in its role as a *list broker*. The contractual partner for the purchase or sale of such rights of use shall accept that the agreement granting rights of use to the data

shall come into force directly between Trebbau and the purchaser or seller of the rights of use, and shall be billed accordingly.

- 1.2. In case of a marketing order, the *address owner* shall grant Trebbau the right to transfer rights of use to the contractual data for *dialogue marketing measures* by the *advertiser* to the advertiser, if necessary via intermediate agents.
- 1.3. In case of a purchasing order, Trebbau shall purchase the rights of use from one or more *address owners*, if necessary via third parties, and sell them to the *advertiser*, if necessary via third parties. The client agrees in every case that Trebbau can issue sub-contracts for the purpose of marketing or purchasing rights of use, or can undertake the marketing or purchasing of rights via other *list brokers*.
- 1.4. The *address owner* hereby undertakes, in case of a marketing order, to inform Trebbau regarding the database to be marketed, in particular regarding the quality (origin/method in which the data was obtained, last updated date, qualification of the address as a purchaser or prospective buyer address, database address, deliverability rate and similar characteristics relevant to use), and grants Trebbau the right to use this information accordingly in its own advertisement for marketing purposes. The *address owner* must undertake assessments to the best of its knowledge and designate them as such.
- 1.5. In general, Trebbau shall be free to make its own business decisions in relation to marketing and purchasing. This applies in particular when determining the prices to grant the purchased rights to Trebbau's respective contractual partner. Trebbau shall observe the restrictions established by the *address owner* for the data when undertaking marketing activities, insofar as these restrictions have been disclosed to Trebbau at least in text form.
- 1.6. Approvals which the *address owner* has granted to Trebbau for partial *address lists* shall also apply to the sale of rights to the remaining databases to identical purchasers for the same advertising materials and identical purchasers for a further postal delivery deadline to be agreed upon, with other legal framework conditions remaining unchanged.
- 1.7. The contractual relationship between the *customer* and Trebbau can include further services - in case of doubt, including services to be paid for separately - in particular consulting on selecting data appropriate for marketing purposes, the selection criteria to be applied, or the handling of *dialogue marketing services*. Trebbau is entitled to grant subcontracts for *dialogue marketing services*. Any existing requirements under data protection law for granting subcontracts shall remain unaffected.
- 1.8. The seller of the rights of use shall guarantee Trebbau that it is entitled to grant the respective contractual rights of use to Trebbau (including resale via third parties) through a relevant granting of rights which can be traced back to the *address owner* in the purchasing chain with the same content. Upon request by Trebbau, the seller shall provide the *list data declaration* for the respective *address lists*.

2. Brokerage obligation of the list broker

- 2.1. The following obligations and restrictions (the following clauses 3, 4, 5, and the contractual penalty agreement under clause 6) shall be binding for the customer by Trebbau according to the role it has taken on in an address transaction as the address owner or advertiser.
- 2.2. If Trebbau's contractual partner is identical to a *list broker* with respect the sale or purchasing of rights of use, e.g., not identical with the *address owner* or the *advertiser*, then it shall ensure that the obligations and restrictions listed in clause 2.1 and the contractual penalty commitment of its customer are enforced according to the role it has taken on in the address transaction as an address owner or advertiser, and accepted as the basis of the granting of rights of use. If this customer is another intermediate agent, then it shall subject it to the above obligation.
- 2.3. This applies in particular with respect to the role of the *advertiser* in the framework of commercial commissioning of the production order for the brokerage of contract processing agreements between the *address owner* and the commissioned *service providers* (cf. clause 5.8).

3. Requirements, right of rejection, condition precedent for granting rights of use, Declaration of guarantee by the owner of the address

- 3.1. The *address owner* can stipulate further regulations or regulations that amend the above regulations on the scope of usage, for instance in the form of requirements and restrictions, as well as, in particular, coordination requirements (for instance approvals by the address owner) within the framework of granting the rights of use. Such information must be included in the *list data declaration* (see clause 5.3.).
- 3.2. If the content of the planned advertising measure for use of the rights of use is not yet fully known to the address owner when the rights of use are sold (including the postal delivery date), or if other necessary information on the list declaration (see clause 5.3) is missing, then the *address owner* shall remain entitled, due to any balancing of interests required under data protection law, to reject usage of the data without an obligation to disclose the criteria used in the balancing of interests after receiving all necessary information in this respect, or to add requirements to its approval that seem fit to it in the interest of the data subject.
- 3.3. The *address owner* shall provide the approval declaration to use the data for the planned advertising measure of the *advertiser* within a reasonable review period after receiving all necessary information for this purpose. The approval declaration shall be submitted with

information on any applicable requirements (cf. clauses 3.1 and 3.2) or a full rejection of the approval must be issued.

- 3.4. The notification to the *address owner* shall be provided to Trebbau, in case of a marketing contract with Trebbau. Trebbau shall promptly forward the notification to its contractual partner that has purchased or would like to purchase the rights of use. If this is not the *advertiser* themselves, then the *list broker* acting as an intermediate agent shall, in turn, promptly forward the notification so that it reaches the *advertiser*. If Trebbau acts on behalf of the *advertiser* within the framework of a purchasing order or as a *list broker* in such a *framework, then Trebbau shall forward the data accordingly to its contractual partner.*
- 3.5. In case of doubt, the relevant acceptance and undertaking of obligations by the *advertiser* shall be a condition for granting rights of use to the data, and relevant acceptance and undertaking of the obligations by the *address owner* shall be a condition in order for the compensation to be due.
- 3.6. The Address Owner guarantees Trebbau, with effect also in favour of the Advertisers as users of the sold rights of use, in all transactions relating to its address databases, that the persons concerned have been informed in an appropriate manner in accordance with the statutory provisions, in particular in accordance with Art. 13 and 14 DSGVO, and in particular that they have been informed of their right to object to the use and disclosure of data for direct marketing purposes. He assures that only such data will be made available for use for which no objections to a corresponding use have been recorded and that he will ensure that information on objections still received during the processing process will be immediately included in the processing for their possible consideration.

4. Information, liability, and release

- 4.1. Trebbau hereby notes that the relationship between the *address owner* and the *advertiser* with respect to the use of personal data for advertising the services and offers of the *advertiser* may result in joint responsibility under Art. 26 GDPR. A relevant agreement shall be concluded between the parties if necessary in this respect.
- 4.2. If Trebbau provides sample texts to customers, then Trebbau accepts no liability for ensuring that these are suitable, nor for their legal validity and for ensuring regulations are complete. The texts may be copyright protected, and may only be used for the purpose specified by Trebbau in the specific case in question.
- 4.3. The responsibility of the *advertiser* for the further legal permissibility of the planned *dialogue marketing measure*, in particular for ensuring it is permitted under competition law, shall not be affected by the approval of the *address owner*.

- 4.4. The *advertiser* shall release the *address owner* and Trebbau from any claims by third parties in this respect. The release shall also include any necessary court costs or costs for legal defence.
- 4.5. Trebbau notes that the data may only be processed in a legal manner in accordance with the provisions of the GDPR or other statutory data protection regulations, in good faith, and in a manner understandable for the data subject.
- 4.6. Trebbau furthermore notes that the data may only be processed in such a manner as to ensure appropriate security for the personal data, including protecting it against unauthorised or illegal processing and against unintentional loss, destruction, or damage through suitable technical and organisational measures (“integrity and confidentiality”).
- 4.7. The *advertiser* shall inform the data subjects of their right to object under Art. 21 GDPR during its initial contact with them.
- 4.8. It shall furthermore ensure that the data subjects receive the necessary minimum information (Art. 13 para. 1 GDPR) and any additional information needed to ensure fair and transparent processing (Art. 13 para. 2 and 3 GDPR) at the times specified by law. This shall not apply if and insofar as the data subject already has the information (Art. 13 para. 4 GDPR).
- 4.9. In general, a comparison with the Robinson list maintained by DDV is recommended before using the data for advertising purposes in the consumer area. www.ichhabediewahl.de.
- 4.10. Trebbau notes that data should be transmitted in a secure manner (for instance using appropriate encryption; attachments to e-mails that are simply placed in password-protected file attachments are not secure). The party that transmits the data without appropriate security itself or via a third party is liable for data protection violations in this context (for instance violations of data secrecy or use of the data by third parties).

5. List data declaration and contract processing

- 5.1. A contract processing agreement must be concluded between the *address owner* and every *service provider*, in particular those processors that are to be commissioned by advertisers under a *production order* to process contractual personal data, in accordance with current applicable statutory regulations. The following regulations apply to facilitate conclusion of the contract.
- 5.2. If not otherwise agreed, the following stipulations apply for contract processing in accordance with clause 5.1.:

Type of data:	The data consists of address data sets for persons with a mailing address.
Categories of data subjects:	customers and prospective buyers of the <i>address owner</i>
Object, type, and purpose	Processing of the personal address data in the sense of Art. 4 no. 2 GDPR shall be carried out as a preparatory <i>IT service</i> or <i>dialogue marketing service</i> . The respective permitted services are listed in clause 5.4. The actual work to be performed is stated in the <i>production order</i> .
Duration of processing:	Information on the duration of processing is provided in the <i>list data declaration</i> .

5.3. Further specific information on the granting of rights of use and contract processing agreement, namely

- Information on the affected *address data sets* which makes it possible to differentiate them from *address data sets* of other *address owners* and the scope of the *address data sets* (identifications such as list names, numbers, descriptions, number of data)
- Information on the *advertiser*
- Information on the permitted *processors*.
- Information on the object (such as a description of the advertising material or advertising campaign)
- Information on the duration of processing (such as the delivery date for the address data sets and mailing date)
- as well as information on the type and purpose of processing, the type of personal data, and the categories of data subjects, as well as any other categories of recipients, insofar as this information is not already provided in clause 5.2,

must be defined by the *address owner* as a *list data declaration* in text form. The list data declaration can also be provided in the form of an offer or contract confirmation accepted by the address owner. Information from the *list data declaration* is intended for forwarding to other involved parties, in particular to processors.

5.4. In the framework of commissioning the processor to carry out services, the advertiser can only commission the following kinds of processing that have been approved by the address owner:

- Data conversion / analysis, supplementation, qualification;
- Data selection
- Reviewing and correcting mailing information;
- Comparisons with the Robinson or Nixie list, comparisons with moving information
- Comparisons with reconciliations;
- Comparisons for duplicates;
- Splitting into different sections and reducing as well as assigning advertising codes;
- Optimising mailing costs;
- Laser printing;
- Letter shop work (such as creating personalised mailings, packaging and postal delivery)
- Storing temporary data for a term of 6 months from the last agreed usage of the data.

Any further services, such as optimisation analyses, history files, storing data for order recording or storing temporary files beyond a term of six months after the last agreed usage of the data, transferring data to other service providers or other processing under data

protection law shall require documented approval by the address owner, which must be provided at least in text form.

- 5.5. All *processors* commissioned by the advertiser must have submitted the current DDV self-disclosure declaration on contract processing as part of the general data processing regulations for contract processing. In case of doubt, their content shall apply between the *address owner* and *processor* for contract processing under data protection law, together with the individual stipulations of the *list data declaration*, unless the address owner has specified another basis according to clause 5.7.
- 5.6. The *address owner* shall include the self-disclosure declaration in the list data declaration if it has been stipulated as basis, and undertakes to the *processors* bound to it under the *DDV obligation declaration* to comply with the obligations to which it is subject under data protection law in accordance with statutory regulations, as well as the obligations assigned to it under the current DDV obligation declaration at the time an individual order is concluded.
- 5.7. In deviation from the applicability of the self-disclosure obligation (see clauses 5.5 and 5.6), the *address owner* can make it a condition of the *list data declaration* or the relevant document in which the content of clauses 5.2 and 5.3 is defined accordingly that a separate contract processing agreement must be concluded with it and the *processor* for processing commissioned by the advertiser that fulfils current valid law, in particular the GDPR if necessary. The advertiser shall notify the contract processor of this when its services are commissioned, if necessary with a reference to the list data declaration.
- 5.8. The advertiser is obligated to the address owner to provide the *processors* , each as representatives of the *address owner* with the address owner's agreement that the regulations stipulated for contract processing shall apply (see clause 5.5 sentence 2 or if applicable clause 5.7) as well as the permitted processing steps, along with the content of the *list data declaration* for each production order without making any changes, and to accept the declaration of the *processor* that the regulations stipulated by the *address owner* for contract processing for the *address owner* apply. Upon request by the *address owner*, the *advertiser* must provide proof that this obligation has been fulfilled, and relevant declarations of intent must be forwarded to it.
- 5.9. Any necessary approvals of the *address owner* according to Art. 28 para. 2 GDPR for the use of further contract processors shall be considered granted with the confirmation of the individual order, if these are listed in the *list data declaration* with their identity.
- 5.10. Unless otherwise agreed, the agreement on rights of use entitles the advertiser only to the specifically defined one-time use of data provided by the address owner by the usage deadline (such as the postal delivery deadline) or within an agreed time period, following payment of the compensation to Trebbau and after approval required under data

protection law from the address owner has been provided. The possibility for further use of the data of data subjects who have reacted to the advertisement shall remain unaffected in accordance with the law.

- 5.11. The advertiser hereby declares their agreement that the address owner or Trebbau shall include a maximum of 50 control addresses in each address group, regardless of the quantity of addresses, in order to review compliance with statutory and separate contractual agreements.

6. Contractual penalty commitment in favour of address owners

- 6.1. The *advertiser* hereby undertakes to pay a contractual penalty to the address owner for each culpable violation of the restrictions to the scope of use (Section II, clauses 5.4, 5.5, sentence 1, 5.8 and 5.10) amounting to 10 times the fee for the costs of the rights of use according to the address owner's pricing list, based on the gross quantity of groups of data delivered that are provided for use, which may also include the data that was used in a manner violating the agreement. The advertiser shall also be liable for the culpability of its employees (Sec. 278 BGB - German Civil Code) and other third parties commissioned by it. The assertion of further claims for damages shall remain unaffected.
- 6.2. Simple verification that a contact has been made by the *advertiser* and/or third parties commissioned by it for business-related purposes with a single control address enclosed with the data material used shall be sufficient to verify that the violation has been committed, unless the *advertiser* can prove that it received this control address in some other manner, without violating the contract.

7. Right of withdrawal, release

- 7.1. The *purchaser of the rights of use* can withdraw from the contract to purchase the rights of use if the *advertiser* does not accept subsequent requirements of the *address owner* in accordance with clause 3.2 going beyond the requirements and restrictions known at the time the contract is concluded. Withdrawal must be declared within a limitation period of one week after receipt of the requirement provisions.
- 7.2. If Trebbau cannot fulfil its obligations towards the purchaser of the rights of use, or cannot do so in full, and if the cause was a contractual violation by and/or action that was not carried out by or not carried out promptly by the *address owner* (hereinafter jointly referred to "case of improper fulfilment"), then Trebbau shall be released from its obligation to pay the fee for the rights of use to the *address owner* or a *list broker* acting as an intermediate agent. This shall not apply if Trebbau was responsible for the improper fulfilment.

- 7.3. In case of improper fulfilment, Trebbau shall be released from its obligation to grant the rights to the purchaser of the rights of use, and the purchaser shall be released from its obligation to pay the compensation to Trebbau.
- 7.4. Any claims resulting from improper fulfilment after approval of the *address order* shall remain unaffected.
- 7.5. The contractual partner to which Trebbau has sold the rights of use (*address owner* or *list broker*) shall release Trebbau from all payment claims by third parties asserted against Trebbau in case of improper fulfilment, if Trebbau is not responsible for these, in particular such claims by the *advertiser* and/or other purchasers of the rights of use, and shall take over responsibility for any costs necessary for legal consulting and defence from Trebbau.
- 7.6. Trebbau is entitled to deny its services until the statutory and contractual requirements for proper data processing and use of the address data are fulfilled or verified to exist. Trebbau is entitled to withdraw from the agreement each time it sets a deadline for these requirements to be fulfilled and this passes unsuccessfully.
- 7.7. Any further claims for damages shall remain unaffected.

8. Prices, payment conditions

- 8.1. Offers provided by Trebbau are non-binding, unless they are the object of a binding agreement. The agreement shall come into force following an order confirmation from Trebbau.
- 8.2. The prices agreed for the rights of use (usage fee) and other services agreed in the individual order or other framework agreements (such as list management agreements) shall apply in the contractual relationship between the address owner and Trebbau. The prices in Trebbau's order confirmation shall apply in the contractual relationship between the advertisers and intermediate agents (list brokers) for the contract in question. If services have been agreed without a specified fee, then the prices from Trebbau's current pricing list shall apply (the usage fees indicated for data cards shall apply for data usage), unless the contractual partner can verify that the services have been agreed without requiring a separate charge.
- 8.3. If not otherwise noted, all prices are net prices and do not include the applicable statutory VAT, whereby each address group is charged separately. The quantity of addresses and quantity of units of data indicated in the offers and pricing lists (data cards) are only approximate values due to regular changes in inventory resulting from additions and subtractions. Therefore, a maximum deviation of up to 5 % should be considered included in the order for all contracts to purchase rights of use to address data, in line with industry practice, whereby the price to be paid shall vary according to how much or or less is

delivered, unless the deviations would not be reasonable for the *advertiser* in the individual case.

- 8.4. Further costs, for instance for selection, packaging, data transmission, shipping costs, or transportation insurance, or agreed consulting services, shall be charged separately.
- 8.5. If Trebbau purchases a right of use as an intermediate agent, then the seller shall invoice Trebbau for the transfer of use. Trebbau, in turn, shall charge for any transfer of use to the *advertiser* or another intermediate agent. Invoices shall be due for payment within two weeks after they are received. Further services from Trebbau shall be charged in the framework of the respective contractual relationship, and shall be due for payment within two weeks after the invoice is received.
- 8.6. Trebbau's payments shall be conditional on its payment from the *advertiser* or any intermediate *list broker* to the *address owner*. Payment to the address owner shall be due at the latest after the relevant payment is received by Trebbau, unless otherwise agreed. Trebbau is entitled to withdraw from the order and to demand return of payments from the *address owner* if it does not itself receive any relevant payments from the *advertiser*, unless Trebbau was responsible for the default of payment.

9. Guarantee, assignment, and liability

- 9.1. The purchaser of the rights of use shall be entitled to claims or rights due to defects in the data or other breaches of duty for which the *address owner* is responsible only against the *address owner*.
- 9.2. For this purpose, Trebbau shall assign all claims and rights resulting from defects under the contract with the *address owner* related to the data and any additional warranty claims and rights resulting from other breaches of duty against the *address owner* or against the *list broker* acting as an intermediate agent to the purchaser of the rights of use.
If the purchaser of the rights of use has claims against the *address owner* or an intermediate agent based on its own rights, then it is obligated to enforce its claims based on its own rights first.
- 9.3. If claims and rights have been assigned to the contractual partner by *Trebbau*, then it hereby undertakes to assert these claims in its own name. Further claims not covered by the above assignment of claims of Trebbau against the *address owner* or that result from something within Trebbau's scope of responsibility can be asserted by the *advertiser* against Trebbau.
- 9.4. The claim to fulfilment of the contract with the *address owner* and claims to reimburse Trebbau for any damages incurred, as well as claims to return funds, in particular claims resulting from or in conjunction with payments made by Trebbau, are not included in the assignment.

- 9.5. Only the assignee shall bear the risk that enforcement of the rights and claims assigned to it may fail due to bankruptcy of the *address owner*.
- 9.6. The *address owner* hereby undertakes to accept the warranty obligation which it bears towards the *advertiser* and to inform Trebbau of any claims, as well as keep Trebbau informed of their progress.
- 9.7. The purchaser of the rights of use is only entitled to claims to reduce the compensation or withdraw from the agreement if a correction or replacement delivery is not completed within a reasonable time period and in a manner acceptable to the purchaser or advertiser, or supplementary fulfilment has failed in some other manner.
- 9.8. Unless otherwise regulated above and below, the warranty shall be governed by statutory provisions, with the caveat that the warranty is restricted to one year. Any complaint obligations must be complied with (cf. the following clause 9.11).
- 9.9. Trebbau shall not generally have access to the database. Even if it does have access, it is not permitted to carry out any of its own analyses and tests under data protection law without special permission to do so by the address owner. If not otherwise indicated, or if not otherwise clear based on the circumstances, information on the database shall be accepted from the *address owner* or intermediate *list brokers* without being reviewed. No guarantee shall be provided that an addressee actually exists, or actually conforms to the characteristics (age, gender, purchasing behaviour, etc.) assigned to the data subject, insofar as the characteristic is dependent on the existence and/or the information and/or an unchanged behaviour by the addressee or another unchanged personal circumstance. Since the data is also subject to ongoing changes, and the data sources themselves could have entered incorrect information, it is not ultimately possible to provide a guarantee that the offered data can be exactly assigned to a target audience and/or fully covers the market at the time of use. Due to the different fluctuations in the individual address groups, undeliverable shipments are unavoidable.
- 9.10. Trebbau shall accept no liability for ensuring that the advertiser's planned use of the addresses is permitted by law. Notification obligations resulting from QuLS target audience marketing for Trebbau shall remain unaffected.
- 9.11. The purchaser of the rights of use must inform Trebbau promptly of any objections due to the delivered quantity or other defects that would be identifiable in the delivered data through a prompt and appropriate investigation in text form after transmitting these in compliance with the contract, and in every case before using the data further. In cases when the *advertiser* does not receive the data itself, a prompt complaint (in text form) from a processor shall also be considered sufficient. Any claims based on the contractual quantity not being met or being exceeded, or any claims resulting from other errors in the

data that would be identifiable through a reasonable investigation are excluded. The complaint obligations under Sec. 377 HGB also apply to merchants.

- 9.12. The regulations in section III. clause 8 apply accordingly.
- 9.13. In this respect, any guarantees granted shall remain unaffected, as well as any liability on the part of Trebbau resulting from special obligations resulting from QuLS target audience marketing.
- 9.14. It is recommended that the *advertiser* complete test shipments before using large quantities of advertising materials.

10. Data processing by Trebbau

- 10.1. The above regulations and information apply, in particular the information and release regulation under clause 4. Trebbau has agreed to be subject to the DDV obligation declaration.
- 10.2. The commercial client of Trebbau, generally the *advertiser*, assures that the *address owner*, who remains responsible under data protection law, has approved Trebbau as a processor, and that it has accepted the DDV obligation declaration of the contractor as the basis of processing if selected accordingly. Otherwise, the QuLS DMS shall apply, which Trebbau has also agreed to observe. The client agrees that the QuLS DMS shall also apply for its commercial order. Trebbau shall confirm that current copies of the obligation declarations have been filed with the DDV upon request, and shall provide a copy to the client.
- 10.3. The commercial client hereby assures that it is entitled to have the commissioned data processing carried out by Trebbau, and that the type and purpose of processing do not violate any rights of data subjects.
- 10.4. If the client has only purchased a restricted right of use to personal data, dependent on the instructions of a third party, for the data to be processed, then it shall inform Trebbau of this and shall only commission Trebbau with processing that conforms to the instructions of the third party responsible under data protection law. Documented approval or the instructions of the address owner shall be submitted to Trebbau upon request. Trebbau can generally make its performance of services dependent on submitting the list data declaration. This is also the case if there are changes to the data processing agreement.
- 10.5. If one of the parties receives information on the data and its further processing in relation to the data to be used, and knowledge of this information is necessary for the parties to comply with their statutory obligations, then it shall provide the other party with this information promptly.

- 10.6. If Trebbau is commissioned as a *processor*, then Trebbau hereby undertakes to the *address owner* to comply with the relevant provisions of the current valid *DDV obligation declaration* which it has submitted, unless other contract processing agreements are made, and to only allow personnel direct access to the database if they have also signed this declaration and undertaken to the responsible entity to comply with the declaration, and if they are listed in the *list data declaration* or in the individual order, or in another written agreement with the *address owner* with their identity information as a permitted *processor*.
- 10.7. Data processing services which Trebbau performs as a contract processor are subject to separate compensation. In particular, services described in clause 5.4 shall be compensated separately.

Section III: Other services

1. Conclusion of the contract

The contract with the client shall come into force only upon receipt of the order confirmation or when the order is carried out. The client shall be bound to its order for seven days at the longest.

2. Prices, payment methods

- 2.1. The offer prices indicated are valid or, if no such prices are indicated, then the prices in the current pricing list or order confirmation are valid. If shipping and mailing costs are billed by Trebbau, then they shall be invoiced separately and shall be due for payment net without discounts immediately through advance payment, at the latest three days before the planned shipping deadline.
- 2.2. If not otherwise indicated, the prices and other fees do not include applicable statutory VAT. Customs duties and other fees directly associated with the commissioned services shall be passed on to the client.

3. Delivery, delay, third party services

- 3.1. Delivery deadlines and delivery terms must be agreed in text form.
- 3.2. In order for the delivery deadlines and delivery terms or completion deadlines or terms to be met (for instance for distributing advertising materials), the client must properly fulfil its obligations, including paying for shipping promptly in advance in accordance with Section III, clause 2.1 and clarifying all technical questions. Furthermore, the client shall provide

Trebbau with all documents necessary to carry out this order, as well as materials to be provided by the client promptly, or on the agreed delivery deadline, according to the technical and other specifications (such as on pallets, etc., if stipulated accordingly in these GTCs or in the contract). Trebbau reserves the right to object because of non-fulfilment of the contract.

- 3.3. If the client falls into default of acceptance, or if the client culpably violates other duties of collaboration, the client shall be obligated to reimburse Trebbau for the damages it has incurred in this respect, including any additional expenses. Any further claims shall remain unaffected.
- 3.4. The risk of accidental destruction or deterioration in the commissioned service shall be transferred to the client at the time at which the client falls into default of acceptance or default of payment.
- 3.5. The agreed delivery deadline or term shall be considered complied with if it has not yet expired on the date of handover to the transportation or shipping company.
- 3.6. Trebbau is entitled to use services from third parties to perform the commissioned work, unless express approval is required in an individual case under the law.

4. Material delivery, material characteristics

- 4.1. In light of daily receipts, Trebbau is not able to control the quality or quantity of the materials to be obtained by the client. In particular, Trebbau is not subject to any inspection obligations to ensure that the materials to be delivered by the client have the characteristics necessary and/or desired by the client, and in particular that the correct quantity is delivered. If Trebbau identifies defects in the products to be delivered by the client, then it shall inform the client of this promptly.
- 4.2. Costs incurred because materials to be obtained by the client are defective or delivered late - for instance due to reprints or if it is necessary to set a new deadline - shall be borne by the client. Any delay in a campaign, in placing an ad, or in carrying out any other commissioned service due to incorrect or late delivery shall be considered the responsibility of the client, unless Trebbau was itself culpable for the issue.
- 4.3. Materials, documents, or other objects provided by the client shall be delivered free of charge. If the delivered materials or products to be transported are to be insured against fire, theft, loss, or other damage claims, then the client shall obtain this insurance at its own cost.

5. Letter shop and shipping

- 5.1. Advertising shipments shall be packaged and delivered in line with typical industry practices.
- 5.2. The client is solely responsible for complying with the conditions of the commissioned shipping or delivery service provider, which it provides for the format and content of planned shipments (such as Infopost specifications), unless a consulting a consulting order has been issued in this respect. If additional shipping charges are incurred after a shipment is received due to excess weight caused by paper weight tolerances, which could not be identified in advance, and for which Trebbau is not responsible, then the client shall bear these costs. Trebbau reserves the right to require payment according to its compensation rates for any additional work required in such circumstances.
- 5.3. The client must be informed of any remaining materials, if there is a significant amount of materials in consideration of the specific order. Remaining materials shall be returned only at the express request of the client - for a charge. Otherwise, Trebbau shall be entitled to destroy the remaining materials 14 days after the order is carried out following prior notification to the last known customer address.

6. Printing and production services

- 6.1. Consulting services are performed, and advertising materials are produced, through separate paid contractual relationships.
- 6.2. If an order is granted to produce advertising materials or any other print order is granted, then additions or subtractions in the quantity of up to 10% shall be accepted by the client. Colour deviations in the print results of up to 10% from the created file are within the accepted tolerance range.
- 6.3. The delivery time shall be suspended for the duration of inspecting print-outs, production samples, etc. by the client, from the date on which they are sent to the client up to the date that its position statement is received.
- 6.4. Print samples shall be returned only if there has been a special request to do so by the client. The obligation to store and return deliveries shall expire 2 months after the delivery date in every case.
- 6.5. If print templates are created, the client shall be invoiced for these separately. Deductions for corrections shall be charged from the third deduction.
- 6.6. Trebbau shall have a right of retention against a merchant for print and stamping templates, manuscripts, raw materials, and other objects delivered by the client in accordance with Sec. 369 HGB (German Commercial Code) until all receivables due in the course of the business relationship have been fulfilled.

7. Media services, contractual penalty

- 7.1. Media services shall be performed in every case under a separate charged contractual relationship. Trebbau shall be solely entitled to the AE commission (agent commission). Otherwise, the relevant included regulations shall also apply accordingly for the respective services.
- 7.2. Placing ads in print media: for reasons related to magazine design and production technology, the publisher commissioned to place the ad shall generally reserve the right to adjust the ad placement despite the requested placement booked in advance. In such cases, the client shall not be entitled to receive any desired placement.
- 7.3. Outdoor advertising: if not otherwise agreed, offers shall be valid for production of a poster motif. If the posters are produced via Trebbau using a print template in the client's possession, then the client shall promptly provide it to the commissioned print shop at the request of Trebbau. Trebbau shall accept no liability for ensuring that the template is received promptly or is usable.

If the client handles production of the posters, then it shall deliver the necessary number of posters for properly utilising the advertising media commissioned, including replacement quantities, and other materials to be posted free of charge to the delivery address indicated to it. Delivery must be made by the date indicated in the offer.

If not otherwise agreed, large-scale posters and posters for spaces reserved for one advertiser shall be delivered folded and mapped (bundled in complete poster set, held together with water-resistant sleeve or similar), in the necessary quality and with binding adhesion instructions issued by the client and with the parts of the poster numbered accordingly. Posters for City-Light posters and City-Light boards shall not be delivered folded and mapped. Deviating delivery terms apply to City-Light posters or City-Light boards, and are stated in the respective order confirmations. If the poster or paper material cannot be processed via wet bonding (for instance due to the use of fluorescent paints, material adhesive not usable for paper, or plastic coatings), then this must be indicated when the order is granted. Trebbau and its agents or commissioned third parties shall not be liable for ensuring the suitability of the delivered materials for processing via wet bonding.

- 7.4. **Lead generation orders:** Trebbau shall be compensated based on the number of leads generated. The number of leads generated shall be verified using the timestamp and IP address which are saved when the consent to receive advertising is registered and/or received via backlink and through confirmation of the origin by the generation partner commissioned by Trebbau.
- 7.5. For lead generation, different generation partners may use different texts to obtain consent from the consumer to receive advertisements, called permission texts. The client is hereby

informed that it is itself responsible for the consent texts, verifying consent, and using the data generated through such consent.

7.6. Household advertising (incl. Hello! flyer)

If not otherwise agreed, the distributed materials shall be delivered to the agreed delivery address by the client at the latest three days before the distribution date. The client is responsible for ensuring appropriate packaging and shipping. Upon request, the distributed materials or advertising materials shall be picked up at an agreed location at the risk and cost of the client. If the delivery of the goods is late or incorrect, then distribution may be delayed. In this case, Trebbau shall not be liable for on-time distribution.

7.7. In general, materials shall be delivered to all reachable private households in the distribution territory defined in the contract, by placing the distributed object in the available letterboxes. Reachable private households are those with a nameplate and letterbox within developed areas, with the following stipulations and restrictions.

7.8. In residential facilities containing multiple residential units where it is not permitted to place materials in letterboxes, then a quantity corresponding to half of the residential units shall be placed at the provided location (materials shall then be considered delivered to all residential units). If the door to a house with an inside letterbox is closed and not opened despite ringing multiple times, then this house shall not be served and shall be considered unreachable.

7.9. In general, only one copy is placed in each letterbox, regardless of the number of names on the letterbox, unless the client has expressly commissioned another coverage ratio in this case in text form.

7.10. Commercial premises, offices, businesses, residential homes, foreigners' or refugee settlements, camps, hospitals, and houses on company or plant grounds, small developments and widely distributed individual houses, farmsteads, and hamlets that are in developed areas but outside of the contiguous residential area (such as an apartment building in an industrial area) shall be excluded from delivery. These shall be considered unreachable private households.

7.11. The delivery service providers commissioned by Trebbau shall strive to deliver materials to 90% of the reachable private households. 90% coverage of reachable households in accordance with the above shall be considered proper fulfilment of the order. Any known prohibitions against advertisements are taken into consideration in the distribution.

7.12. The client is solely responsible for complying with the conditions of the shipping or delivery service providers commissioned by Trebbau, which they set for planned deliveries based on their form and content, unless a consulting order has been granted for this purpose. If the specifications are not complied with, then the shipping or delivery service

provider can deny to distribute the materials, and Trebbau shall be released from its performance obligation in this respect.

- 7.13. Trebbau is entitled to reject distribution of the content or form of the distributed materials in whole or in part due to technical complaints.
- 7.14. The client shall submit complaints promptly regarding deficiencies in distribution. These complaints shall be asserted orally against Trebbau during the distribution, and at the latest three days after the distribution in writing, so that the complaints can be reviewed and corrected. A deficiency in distribution shall be assumed if the agreed coverage ratio of reachable households is not met. A deviation of up to 10% shall not be considered a deficiency in carrying out services.
- 7.15. Complaints because distribution has not been carried out according to the contract must state the date, city, street, and house number, as well as the name of the party submitting the complaint and the exact circumstances of the complaint.
- 7.16. If complaints are legitimate, then an opportunity must be provided to correct the issue, without any option to reduce the claims of Trebbau. If there are still remaining legitimate complaints for which Trebbau is culpable, then the amount allocated to the individual delivery district affected by the complaint shall be credited, and the amount of the difference shall be reimbursed to the client. Complaints regarding part of the service shall not entitle the client to make a complaint regarding the entire service. Further claims, in particular extrapolating deficiencies that have occurred in one delivery district to the delivery districts of other deliverers or the overall distribution, as well as further recourse claims, shall be expressly excluded.
- 7.17. If a complaint is unjustified, or if an additional review of the distribution service initiated by the client is found to be unjustified, then related costs incurred can be charged to the client.

8. Guarantees, liability, release

- 8.1. Trebbau shall provide no guarantee for any characteristic or property of the services performed. Warranty claims shall remain unaffected.
- 8.2. Regardless of the legal grounds, and in particular in case of unlawful actions, organisational fault, culpability when the contract was concluded or any other claims due to breaches of duty dependent on culpability, Trebbau shall be liable for any damages caused by one of its statutory representatives, vicarious agents, or assistants either intentionally or through gross negligence, and if an expressly guaranteed characteristic is lacking, or if a defect is intentionally concealed in the sense of Section 444 BGB.

- 8.3. Trebbau shall only be liable for slight negligence in cases of injuries to life, body, or health, as well as if it provides a guarantee for characteristics, or if it intentionally conceals a defect in the sense of Sec. 444 BGB, or in case of claims under the Product Liability Act or violations of significant contractual obligations that must be fulfilled in order to make it possible to properly carry out the agreement, and which the contractual partner should regularly be able to trust will be fulfilled. If no intentional breach of duty has been committed, then liability shall be limited to the damages typical for the contract that were foreseeable as a possible consequence of a violation based on the known or identifiable circumstances.
- 8.4. The client shall ensure that the advertising materials and or content provided have been created without violating any personal rights, copyrights, trademarks or other protected rights, and that the necessary permits and approvals from third parties have been obtained. Trebbau shall accept no liability for ensuring that the advertising measures, newsletters, or other content provided in the course of the commission by the client are permitted by law, in particular under competition law. This applies especially if the provided content violates criminal laws or commercial property rights of third parties.
- 8.5. The client is solely responsible for this, and shall release Trebbau from claims for damages by third parties, if Trebbau was not responsible for the violation. The client hereby undertakes to reimburse Trebbau for any costs of legal defence.

9. Disruption in services

- 9.1. If a party is entitled to statutory warranty claims in conjunction with the performance of services, then these shall expire within one year of the transfer of risk. In the framework of providing supplementary performance, Trebbau reserves the right to choose between correcting the delivery and providing a new delivery. Other warranty claims and claims for damages due to a positive contractual violation or reimbursement of subsequent damages from the deficiency and lost profits in addition to the service are excluded, unless they result from violation of a separately agreed assured characteristic. The complaint obligation under Sec. 377 HGB shall also apply to services performed.
- 9.2. Furthermore, in order for claims associated with disruptions in service to be enforced, deliveries and services must be promptly inspected or reviewed, and complaints must be submitted due to breaches of duty promptly after they are discovered in text form. The investigation and review obligation applies to the customer in particular before any further processing or other use. Direct delivery of goods or directly making services available to a contractual partner of the customer shall not release the customer from its review obligation. In this case, a complaint submitted promptly in text form by a company handling further processing previously named by Trebbau shall be considered sufficient.

- 9.3. If a contract is handled via multiple deliveries, each individual delivery must be inspected and any complaints must be submitted within the stipulated deadline.
- 9.4. If Trebbau does not fulfil the contractually agreed upon services in a timely fashion, then the client shall set a reasonable grace period to fulfil them. After this has expired without success, it can withdraw from the contract.
- 9.5. The delivery term or deadline shall be extended to a reasonable extent in case of strikes or lockouts affecting the delivery and/or service and other circumstances for which Trebbau is not responsible, in particular if services are delayed due to force majeure (such as war, terrorism, epidemics, pandemics). Trebbau shall inform the client promptly of the start and end of such impediments. The deadline for contractual fulfilment shall be delayed by the duration of the impediment and a reasonable start-up period.
- The above regulation shall also apply to statutory, official, or court orders, prohibitions, or requirements - in particular related to the content and opening of the advertising materials provided by the client and other circumstances for which Trebbau is not responsible, if performance of the agreed services is made much more difficult by this or impossible, regardless of whether these issues occur at Trebbau or at a subcontractor. If the client is responsible for the delay or the reason why the contract cannot be carried out, then it shall not be entitled to any claims for damages or reimbursement for payments already made for the services performed.
- 9.6. Trebbau shall not be liable for defects in the materials provided to it by the client or any subsequent damages resulting from these.

10. Retention of ownership

- 10.1. The delivered goods shall remain the property of Trebbau until the full purchase price has been paid.
- 10.2. Any processing or conversion of the delivered goods by the customer is always done on the behalf of Trebbau.
- 10.3. If the delivered goods are processed along with other objects that do not belong to Trebbau, then Trebbau shall receive co-ownership to the new goods in the ratio of the value of the delivered goods (final invoice amount, including VAT) to the other processed goods at the time of processing. Otherwise, the same conditions apply to goods produced through processing as to goods delivered conditionally.
- 10.4. If the property of Trebbau is irreversibly mixed with other objects that do not belong to it, then Trebbau shall receive co-ownership to the new good in the ratio of the value of the purchased item (final invoice amount, including VAT) to the other mixed objects at the time of mixing. If the mixing is carried out such that the goods of the customer are

considered the primary goods, then the parties agree that the customer shall transfer proportional co-ownership to Trebbau. The customer shall then safeguard the sole or co-ownership received on behalf of Trebbau.

10.5. Trebbau hereby undertakes to release the securities to which it is entitled upon request by the customer insofar as the recoverable value of the securities from Trebbau exceeds the receivables to be secured by more than 10%. Trebbau can select which securities to release.

11. Transfer of risk, shipping

11.1. If not otherwise indicated in the order confirmation, deliveries are agreed “ex works”.

11.2. Shipping is always carried out at the risk and danger of the customer. This also applies if shipping is carried out by Trebbau with its own transportation equipment.

11.3. If the shipment is delayed for reasons for which the customer is responsible, then risk shall be transferred to the customer when notification is sent that goods are ready for shipping.

Section IV: Final provisions

1. Final provisions

1.1. The place of fulfilment is the headquarters of Trebbau.

1.2. Only the law of the Federal Republic of Germany shall apply. The United Nations Convention on the International Sale of Goods shall not apply, even insofar as it has become international law.

1.3. The place of jurisdiction is the headquarters of Trebbau, if Trebbau’s contractual partner is either a merchant, legal entity under public law, or public law special fund. Any mandatory statutory place of jurisdiction shall remain unaffected.

2. Severability clause

If one or more clauses of these GTCs are or become invalid, or if the contract has a loophole, then the validity of the remaining provisions shall remain unaffected. The invalid or missing provision shall be replaced by the applicable statutory regulations.