

GENERAL TERMS AND CONDITIONS FOR CAMPAIGN ADVERTISING

(translation for convenience only*)

1 Scope

- 1.1 These General Terms and Conditions apply to all contracts rendered by companies of the Ströer Group ("*Stroeer*") regarding all offers and performances of outdoor advertising on different analogue and digital advertising media, adverts in the press and in brochures (incl. flyers and pamphlets) as well as Promotional Media, also known as Event Media (i.e. the implementation of direct marketing and promotional sales campaign permissions in areas open to the public such as train stations, shopping malls, and pedestrian zones) with a contract term of normally less than six months usually measured in weeks or decades ("*campaign advertising*").
- 1.2 Campaign advertising takes place in advertising spaces located on property, in and on means of transportation, or in/on third party buildings or in/at consumer markets operated by third parties (together hereafter referred to as „advertising spaces“) for which Stroeer has obtained the right of use for advertising purposes from an entitled party (together hereafter referred to as „site owner“).
- 1.3 Advertising media for **Poster Media** include but are not limited to:
- Billboard (Großflächen, GF): boards for the mounting of a single poster measuring 9 m² (landscape format)
 - City Star (CS): Monopod for mounting one poster each in 9 m² format (landscape format)
 - City Star+ (CP): glazed advertising media for mounting up to three posters in rotation in 9 m² format on monopods
 - Full Wrap Pillar (Ganzsäulen, GS/GZ): Pillars for the attachment of posters of a single advertiser
 - Advertising Pillar (Litfaßsäulen, LS): Pillars for the mounting of posters used by several advertisers
 - City-Light-Pillar (City-Light-Säulen, CLS) and Premium City-Light-Poster (PCLP): glazed pillars for the mounting of several posters measuring 2 m² or one poster measuring 4 m²
 - City-Light-Poster (CLP): glazed display cases for one or more (alternating) posters measuring 2 m²
 - Mega-Light (ML): glazed display cases for up to three alternating posters measuring 9 m² - mounted on a high single post or wall displays
 - Superposter: boards fitting one poster measuring 20 m² (landscape format)
 - **Culture Media** (KMW): advertising space for cultural- and event advertisements (Advertising Pillar, Mosquito, City Banner,
- A1 Poster, Tube Stripes etc.))
- 1.4 Advertising media for **Electronic Media/ Public Video**, include but are not limited to:
- Public Video Infoscreen / Infoscreen
 - Public Video Station / Station Video
 - Public Video Mall / Mall Video
 - Public Video Roadside / Roadside Screen
 - Public Video Giant / Super Motion / Mega Vision / Digital Dream
 - Public Video City / Cityscreen
 - Public Video Retail
 - Public Video Train / Passenger Information Display
 - Public Video Scene / Edgar Art Screen
 - Public Video Cinema / Cinema Channel
- 1.5 **Transport Media/Public Transport Media** include advertising media in and on public transport such as busses and trains as well as other means of transport (together hereafter referred to as "*vehicles*"). These include but are not limited to:
- Full Wrap
 - Side Window Posters / Ceiling Posters
 - Swing Cards
 - Traffic Banner
 - Traffic Board – full and partial design
- 1.6 **Station Media** refers to special advertising formats and activities at train stations, subway stations, airports, and other public metropolitan and intercity waiting areas. These include but are not limited to:
- Big Banner
 - Stretch Banner
 - Ground Poster
 - Stair Poster / Stair Branding
 - Station Tower
- Railwaystation dominance**
- 1.7 The contract includes - depending on the contractual agreement within the scope of placing the order - the posting, display, or broadcasting of the advertising material or other implementation of advertising measures respectively during the agreed advertising period („media performance“) as well as further services agreed upon in the contract such as the production, maintenance, and dismantling of the advertising media at the end of the advertising period as well as, if applicable, the obtaining of necessary permits by Stroeer (together „technical services“ or „technical costs“) and/or the creation of advertising motifs („creative services“).
- 1.8 Furthermore, product data sheets and/or information provided individually in writing (together hereafter referred to as „product information“ regarding technical requirements for the advertising material, the

materials/data/informations/briefings to be supplied by the client and, if applicable, delivery deadlines and delivery locations as well as acceptance and release deadlines are part of the respective contract. The client shall receive this product information with the order confirmation at the latest. The product specification sheets for standard products for poster media and electronic media/Public Video can be found at <https://www.stroeer-direkt.de/beratung-kontakt/downloads.html>.

2 Placement of Order / Conclusion of Contract

- 2.1 A contract does not arise until the respective Stroeer company provides a written order confirmation. Stroeer's offers are subject to change and are not binding. Insofar as the consent of the site owner is required for the implementation of the campaign advertising and/or official and other approvals are required, the binding establishment of the contract presumes the existence of all consents/approvals (see also paragraph 2.8)
- 2.2 Unless specified otherwise, in case of order placing by media agency / intermediary the contract is closed between the media agency / intermediary and Stroeer as contractor. If the placing of an order by agencies / intermediaries shall be for and on behalf of an advertising company (advertiser) such information must be explicitly declared accordingly at order placing. In either case, the agency / intermediary shall assign Stroeer as a security the receivables to which the client is entitled in the scope of the campaign carried out by Stroeer. Stroeer shall accept the assignment (assignment of receivables as security).
- 2.3 When an order is placed, the client must provide the advertiser and the product type that is to be advertised. All orders must contain a digital template of the subject as well as the required information of the product specification sheet for the advertising medium. Upon request by Stroeer, the client shall submit scale drafts of the advertising measure for approval. The booked media service may only be used for advertising measures of the client/named advertiser. Transfer to other parties is only permitted with the prior written consent of Stroeer, who may refuse such consent without stating reasons. Stroeer is entitled to reject advertising motifs if they have no direct reference to the client/advertiser or its products or are not part of a relevant campaign strategy.
- 2.4 Stroeer is entitled to reject orders – including individual orders within the scope of a large order – based on content, origin, or technical format, provided. Stroeer cites uniform, objectively justified principles for this rejection. Grounds for rejection is given if the advertising content is intolerable (i.e. politically, denominational or religiously extreme, discriminating,

or advertising that offends against good taste and decency), violates laws, regulations, or orders by judicial or regulatory authorities, raises concerns regarding traffic safety or is contrary to the interests of the site owner. The aforementioned grounds also entitle Stroeer to terminate an advertising campaign should the client fail to provide a legitimate alternative within a deadline set by Stroeer before the agreed delivery date prior to the start of the campaign. The length of the deadline depends on the respective product and the associated minimum lead times. Stroeer is entitled to terminate the campaign advertising immediately and to terminate the contract without further notice if justified legal or moral objections to the advertising campaign arise due to the content, origin or form of the advertising, or if the advertising proves to be incompatible with the above provision of this paragraph.

- 2.5. The approval of the other party to the contract is required to assign rights and obligations from or contained within the contract to third parties. However, Stroeer is entitled to assign rights and obligations arising from or contained within the contract to an affiliated company within the meaning of Art. 15 et seq. of the German Companies Act (AktG).
- 2.6 The General Terms and Conditions of the client do not apply.
- 2.7 The client has no claim to a specific placement of the campaign in a specific advertising/editorial environment, to specific advertising medium locations. This also applies to Transport Media/ Public Transport Media regarding specific lines or routes, as well as to a specific placement/distribution of advertising media within a consumer market.
- 2.8 The implementation of a campaign may be subject to the consent of the site owner of the advertising space. This consent shall be obtained by Stroeer. For this purpose, the client shall provide a draft of the planned advertising and, if necessary, all further required (technical) documents at Stroeer's request. Special use permits shall be obtained by Stroeer unless otherwise agreed. Particularly regarding individualized **Station Media** and **Promotional Media/ Event Media**, additional regulatory and other approvals may be required (e.g. building permits). Unless expressly agreed otherwise, the client shall obtain these permits at its own expense.
- 2.9 If the consent to a campaign by the site owner or the authorities depends on changes to the advertising material, the client shall remain bound by the order placed or the contract unless the client cannot be expected to accept the

changes due to significant impairment of the advertising effect. Additional costs incurred due to the change requests, such as costs for motif changes or shipping costs, shall be borne by the client. In this case, the client is not entitled to compensation by Stroeer, nor in the event of rejection or non-approval of the advertising placement by the site owner or the authorities.

2.10 The client may withdraw from contracts regarding campaigns on GF, CS, CP, GS/GZ, LS, CLS, PCLP, CLP, CLP-W, ML and KMW in writing up to 60 calendar days prior to the agreed first posting date without any penalty.

2.11 The client may withdraw from contracts regarding media services on **Electronic Media/ Public Video** in writing one day prior to placement time. In this case, Stroeer is entitled to a lump-sum compensation. The compensation amounts to 5 % for a withdrawal up to 8 weeks prior to placement time, 10 % for a withdrawal up to 4 weeks prior to placement time, and for a withdrawal of up to one day prior to placement time 25 % accordingly of the gross media. The client shall reserve the right to prove a lower level of loss. The compensation shall be reduced accordingly.

3 Advertising Timeframe

3.1 The contractual advertising period/contractual term shall commence on the date agreed in the contract ("*starting date*") and shall end upon expiration of the period agreed in the contract. This also applies if the advertising campaign could not effectively be launched on the actual start date due to a delay on the part of the client with documents/information/advertising materials/briefings etc. to be supplied by him in accordance with the product information. Due to logistical and technical circumstances (agreed start of posting on a Sunday or public holiday, fixed posting rhythm, coordination with the transport company, etc.), the actual start of the advertising campaign may begin or end a little sooner or later than agreed. Compensation claims for this reason exist neither for Stroeer nor for the client. If no starting date has been agreed, the contract term shall begin on the calendar day on which the advertising campaign actually begins, yet no later than the calendar day on which the campaign advertising could have begun without any delay regarding documents/information/ advertising materials to be provided by the client in accordance with the product information.

3.2 If Stroeer is unable to execute the contract or to commence actual execution on the agreed start date because the client has not supplied the information, materials, or advertising materials to be supplied by it (posters, artwork, print

documents, reproduction documents, briefings/building blocks for the creation of the motif, etc.), or has supplied them late or not in the required quantity or quality, this shall not release the client from its payment obligation. Additional costs incurred due to the delayed delivery shall be borne by the client. Any additional expenses saved shall be credited to Stroeer.

3.3 Posting for **Poster Media for Advertising Pillars (LS), Full Wrap Pillars (GS) and Billboards (GF)** takes place at dekade intervals. Dekades 01, 33, and 34 may include 14 calendar days due to the change of year and the client will only be charged for 11 calendar days. Lost postings in these dekades of up to 3 days will not be reimbursed.

3.4 Stroeer cannot guarantee an even distribution of the booked volume over the entire advertising period on **Electronic Media/ Public Video**. However, the total contractual volume is guaranteed.

3.5 Stroeer is entitled to terminate the contract without notice period if (i) official approvals required for the advertising media concerned are not granted, (ii) official approvals already granted are revoked, (iii) the advertising medium has to be dismantled for urban development reasons or other reasons for which Stroeer is not responsible or if (iv) campaign advertising is prohibited in whole or in part during the term of the contract by the site owner or by the relevant regulatory authorities or (v) if the contract with the site owner for the use of the advertising space ("*advertising rights contract*") ends prematurely. Stroeer will immediately inform the client of the respective circumstances and refund the already paid remuneration for the cancelled advertising period on a pro-rata basis. The client is not entitled to any further claims for compensation. In the event of the termination of an advertising rights contract, Stroeer has the right to transfer the contract with the client - insofar as it concerns advertising space covered by the ending advertising rights contract - to a new advertising rights contract partner of the space holder for the remaining advertising period instead of terminating the contract. The client hereby declares his consent to the transfer of the contract.

4 Exclusion of Competition

Unless otherwise explicitly agreed upon in writing, Stroeer undertakes no warranty that competitors will be excluded from using its advertising services -neither on/close to the respective advertising space nor in general.

5 Advertising Media

5.1 Unless otherwise agreed in the contract, assembly

and disassembly of the advertising media shall be carried out by Stroeer at the expense of the client. The same applies in the event of replacement or modification of the advertising medium during the advertising period. If contractually agreed, Stroeer shall also produce the advertising material at the client's expense. These are the technical services. The fee to be paid for this is referred to as technical costs.

- 5.2 In the case of contracts for campaign advertising regarding poster media, unless otherwise agreed, the installation, maintenance, repair and renewal of damaged postings during the agreed posting period shall be carried out by Stroeer, without the technical costs for this being charged separately to the client. The production of the advertising material will be agreed upon and invoiced separately, if necessary. Posters will not be covered after the end of the campaign until the start of a follow-up order, which does not necessarily immediately follow the term of the client's campaign. However, costs for covering posters explicitly ordered by the client at a specific date (e.g., at the end of the campaign or in the case of early termination of posting at the client's request) will be invoiced to the client separately. This also applies to coverage costs and all other costs incurred in the event of premature termination of the contract/coverage by Stroeer for which the client is responsible. This applies if, due to the motif or the advertiser, public authorities (courts/authorities) order early termination (administrative act/interlocutory injunction, etc.) or private third parties assert legally justified (e.g., under competition law) claims for injunctive relief/early termination against Stroeer.
- 5.3 In the case of contracts for campaign advertising in the areas of electronic media/public video, traffic media, event media, advertisements and inserts, and station media, the technical costs for technical services such as production, attachment and removal of the advertising media, as well as related associated costs (such as, for example provision fees for the temporary removal from service and the preparation of vehicles for the installation/removal of the advertising media, the adaptation of supplied reproduction documents in the case of public video/electronic media), and, if applicable, replacement/repair if commissioned, shall be borne separately by the client and invoiced separately by Stroeer.
- 5.4 Within the scope of contracts for which so-called full-service prices have been agreed, the technical costs for the one-time production, installation, and removal of the advertising media (technical costs full-service) will not be invoiced separately by Stroeer at the beginning of the contract but is

to be invoiced together with the costs for the media service during the term in equal installments in accordance with the agreed payment frequency without being separately stated. If a contract with full-service prices ends prematurely for reasons for which the client is responsible, e.g., due to default in payment or due to a withdrawal by Stroeer pursuant to Section 2.4, the full-service technical costs not yet paid by then, which are proportionate to the fee for the advertising period not carried out, become due at the time of premature termination and are to be invoiced to the client. The same applies accordingly to the creation of a creative service, insofar as this is also agreed as a full service. Furthermore, any discount granted for the duration of the advertising period will also be forfeited. Stroeer is then entitled to subsequently charge the difference between the agreed fee and the fee without term-related discounts for the advertising period carried out. Replacement of advertising media during the advertising period is not part of the full service and the costs for this are to be borne separately by the client.

6 Advertising Media

- 6.1 Insofar as the production of the advertising material has been agreed by the client, the production costs shall be based on the respective expense of the design of the advertising material requested by the client. Unless otherwise agreed or otherwise specified in the product information, the materials to be supplied by the client for the production of the advertising material (motif artwork, print documents, reproduction documents, etc.) are to be made available no later than 20 calendar days before the start of the campaign. Detailed specifications regarding the materials to be supplied for the production of the advertising material can be found in the respective product information. Stroeer will immediately inform the client of any recognizably unsuitable or damaged materials. The client is responsible for the monitoring of the timely delivery of the advertising materials. A timely delivery will not be additionally monitored by Stroeer.
- 6.2 If it has been agreed in the contract that the client bears responsibility for the production and delivery of the advertising material, the client shall also bear the expense for the advertising materials in accordance with Stroeer's specifications regarding dimensions, replacement quantities and material as stated in the respective product data sheet and/or are in individual cases communicated separately by Stroeer. Unless otherwise agreed, the client shall deliver the finished advertising material at its own expense to the address specified by Stroeer no later than 20 calendar days before the agreed starting date

- of the campaign. Regarding **Transport Media/ Public Transport Media** contracts, a replacement quantity of 10 % must be included for advertising in 10 or more vehicles.
- 6.3 At the request of the client, Stroeer will create the reproduction documents or make necessary adjustments to unsuitable reproduction documents at the expense of the client. The production and delivery of advertising inserts/brochures/leaflets is the responsibility of the client.
- 6.4 If the advertising materials are produced by Stroeer, the Client has the right to request proofs in writing prior to printing. If the client does not request proofs, Stroeer shall only be liable for obvious deviations regarding typesetting errors. Minor color deviations are not considered a defect in the case of color reproductions. If the client receives a proof sheet and does not declare within three working days of receipt whether he approves it or has found any defects, approval is deemed to have been granted.
- 6.5 For **Big Banners** and **Bridge Banners** requests for color matching will be considered as far as possible. The submission of a color sample or the inclusion of a gray scale is recommended. If no information is provided, the opinion of Stroeer or the producer commissioned by Stroeer shall be deemed to be correct. Deviations in the produced Big Banner compared to the original due to the material do not constitute a defect. When reproducing color prints or color retouching, color deviations are not always avoidable in Big Banners. Stroeer does not guarantee that the design will match previous deliveries in terms of color for reorders of Big Banners. This also applies to the comparison between the sample and the print run.
- 6.6 If there are no special size requirements for **adverts**, Stroeer will base the calculation on the actual print height customary for the type of advert. Stroeer will clearly identify adverts that are not recognizable as such due to their editorial design with the word "Advertisement". Upon request, the client will receive an advert voucher with the invoice. Depending on the type and scope of the advert order, Stroeer will deliver ad clippings, voucher pages or complete voucher numbers. If a receipt can no longer be obtained, it will be replaced by a legally binding certificate from Stroeer confirming the publication and distribution of the advert.
- 6.7 If it is agreed in the contract or results from the nature of the commissioned advertising (promotion, etc.) that the client will carry out the advertising or assembly and/or disassembly of the advertising material, the client will be responsible for complying with all official requirements (e.g. hygiene and fire protection requirements), requirements of the site owner and requirements of the contractor as well as all statutory, professional association or other safety regulations when carrying out the advertising or assembly/disassembly of the advertising material. Unless otherwise agreed, in these cases the client is also responsible for monitoring as well as maintaining - if necessary, replacing/renewing - its advertising media in a clean, tidy, and roadworthy condition. All work by the client may only be carried out in coordination with the responsible offices of the site owner. Damage caused by the client's work may be repaired by the site owner or contractor at the client's expense. Work in an area of the site owner that is hazardous to operations (e.g., track areas) will generally only be performed by the site owner at the expense of the client. In the case of illuminated advertising media or advertising media otherwise to be operated with electricity, the client may only manufacture and modify the devices required for the power supply after obtaining the consent of the site owner. Maintenance and ongoing electricity costs for advertising spaces to be maintained by the client (e.g., event and individualized station media) are to be borne by the client. The provisions of the site owner for third-party power consumption regarding the advertising space are binding for the client. The client will not receive any compensation in case the devices required for this purpose are deemed essential components of buildings and become the property of the owner of the location of the advertising space, If display cases, showcases, etc. owned by Stroeer or the location owner are rented, their maintenance, including the replacement of panes in the event of glass breakage, shall be the responsibility of the client. A glass breakage insurance is recommended. In particular, the client bears the cost of electricity and the renewal of the necessary lighting components.
- 6.8 Unless otherwise agreed, the return or collection of (i) advertising materials that are still usable after the end of the campaign (Big Banner, special productions in the area of Promotional Media/ Event Media, etc.), (ii) reproduction materials supplied by the client, as well as (iii) unused advertising material replacement quantities and other materials (artwork, reproduction documents, models, etc.) shall be at the expense and risk of the client, provided that the client requests this in writing within 2 weeks after the end of the advertising period. Advertising media/materials not reclaimed during this period become the property of Stroeer without compensation and may be disposed of by Stroeer. The costs for disposal are borne by the client Advertising media provided by the client in supermarkets (goods separators, shopping baskets or advertising boards in shopping baskets / shopping carts) are and remain the property of Stroeer and are excluded from this regulation.
- 6.9 Insofar as dismantling of the advertising media by the client has been agreed, Stroeer is entitled, but not obligated, after unsuccessful expiration of the scheduled dismantling deadline, to carry out the dismantling and

storage of the advertising media as well as the restoration of the original condition of the advertising space at the expense and risk of the client. In such a case, Stroeer is entitled to charge the client a general compensation fee. The amount of this fee shall be calculated based on the conditions originally agreed for the campaign advertising, calculated for the period between the agreed end of the advertising period and the actual end of the campaign advertising. The client reserves the right of proof of a lower or higher damage.

7 Advertising Motive

7.1 The client is responsible for the form and content of the advertising motifs as well as their legal innocuousness, in particular copyright and competition law. In this respect, the client indemnifies Stroeer against any third-party claims as well as all costs incurred as a result. Stroeer is not obligated to check or verify such circumstances. This also applies if the advertising motif was created by Stroeer as a creative service pursuant to Section 8. The client assumes responsibility for the correctness of the content and the legality of the created advertising material upon acceptance of the creative service, in particular its innocuousness under competition law, unless Stroeer has assumed responsibility for specific elements in writing. In this respect, the client indemnifies Stroeer against any claims by third parties and against all costs incurred as a result. Under no circumstances is Stroeer to be held liable for the factual statements regarding the clients' products and services contained in the advertising. Stroeer is not obligated to check or verify such circumstances.

8 Creative Services

8.1 If it is agreed in the contract that Stroeer shall be responsible for the conception and creation of the advertising material (hereinafter "*creative services*"), Stroeer shall provide the creative services in accordance with the specifications agreed with the client (briefing) and, if applicable, using the preliminary work provided by the client such as sketches, documents, logos, images, texts or other materials used in the preparation of a creative service (hereinafter "*creative modules*").

8.2 , Insofar as the client provides such creative modules, the client grants Stroeer the right to use the creative modules provided by the client for the creation of the creative work to the extent required and to edit and redesign the creative modules ("*Creative Modules Right of Use*"). The right to edit or redesign contains the authority to comprehensively change, edit and/or redesign the creative modules, to shorten or lengthen them or to combine them with other works and to use them in unchanged or changed form and to archive them in their changed and unchanged form and to publish them in their changed form

as work samples for client portfolios, websites, and presentations. Stroeer is entitled to transfer the granted right of use of the building block in whole or in part as well as limited or unlimited to companies affiliated with it pursuant to §§ 15 et seq. of the German Companies Act (AktG) or to grant them sublicenses and to permit them to further transfer or sublicense the rights to companies affiliated pursuant to §§ 15 et seq. of the German Companies Act (AktG), without this requiring the separate consent of the client.

8.3 With provision of creative modules, the client guarantees and assures that the client is entitled to existing trademark rights, rights to a name, design rights, copyrights, and other industrial property rights to the creative modules or that the client has the rights of use and exploitation required for the use of the creative modules within the framework of the creation of the creative work and the subsequent use of the created creative work for the implementation of the advertising campaign. Furthermore, the client also guarantees and assures that that he is also entitled to grant third parties, in particular Stroeer, a corresponding right of use for the creation and subsequent publication of the creative work, in particular the aforementioned "*Creative Modules Right of Use*". The client also assures that neither agreements, nor unilateral claims or demands of third parties or other circumstances exist, which restrict the authority to dispose of these rights of use and rights. Stroeer is not obligated to verify this.

8.4 The client indemnifies Stroeer from all claims asserted by third parties against Stroeer due to the infringement of industrial property rights or copyrights, personal rights, or other rights by the contractual use of the creative modules provided by the client and shall reimburse Stroeer for the reasonable costs of legal defense against such claims. Stroeer shall immediately notify the client of the assertion of such a claim by a third party.

8.5 The client is obligated to accept the created draft of the commissioned creative work insofar as that the creative work to be accepted is essentially in accordance with the contract. The design submitted for acceptance can be protected by Stroeer with a digital watermark. If, according to the contractual agreement, the client is still entitled to change and correction rounds at the time of acceptance, the client may also state change/correction requests instead of acceptance. If the client does not declare within five working days after delivery of a design that is essentially in accordance with the contract whether he accepts it or refuses acceptance or still wishes changes according to the contractual agreement,

acceptance shall be deemed to have been granted.

- 8.6 The creative work, i.e. the advertising designed and developed by Stroeer and its computer-graphic implementations are protected works under the Copyright Act. Stroeer grants the client a simple, non-transferable right of use to the creative work. This right is limited in terms of content, time, and space to the use of the creative service for the implementation of the outdoor advertising measure commissioned under the same contract. The client is not entitled to any further right of use or exploitation. If the client intends to use the creative work beyond this, in particular regarding publication on or in other media, e.g. on social media or in magazines, a separate usage agreement must be concluded with Stroeer in this regard.
- 8.7 The client is not released from its payment obligation if Stroeer is unable to meet its contractual obligations or cannot perform in a timely manner due to the client failing to supply the information and/or advertising materials required (posters, motif templates, print documents, reproduction documents, briefings, building blocks, etc.), or if the client supplied them late or not in the required quantity or quality. Additional costs incurred due to a delayed delivery are borne by the client. Any additional expenses saved will be credited to Stroeer.

9 Prices and terms of payment

- 9.1 Unless otherwise agreed, the list prices of Stroeer at the time of the conclusion of the contract apply. In the case of contracts with an agreed start date of more than 4 months after conclusion of the contract, prices may be adjusted at a reasonable discretion in accordance with cost increases or decreases that have occurred if the performance ratio is no longer appropriate, in particular regarding materials for the production and assembly of the advertising media.
- 9.2 The stated prices do not include any applicable value-added tax applicable at the time when the services are rendered.
- 9.3 The client is entitled to setoff payments it owes with receivables owed to it by Stroeer, but only if receivables owed to the client are uncontested or have been confirmed effectively by a court of law. A right to refuse performance or a right of retention can only be asserted by the client if the counterclaim is based on the same contractual relationship and are uncontested or have been confirmed

effectively by a court of law.

- 9.4 Unless otherwise agreed, the invoice will be issued in advance, prior to the start of the campaign. All invoice amounts are due without deductions on the starting day of the agreed campaign period. Payment shall be deemed to have been made in a timely manner if the money is received by the due date. Stroeer reserves the right to submit invoices to their clients electronically.
- 9.5 If the client is in default of payment or Stroeer becomes aware, after the conclusion of the contract, of circumstances that justify objective and substantial doubts about the client's creditworthiness and jeopardize Stroeer's collection of payment, Stroeer can make the realization or continuation of the advertising campaign contingent on an advance payment or provision of a security as well without this resulting in any claims against the supplier.

10 Default in Performance / Liability

- 10.1 Stroeer shall only bear liability for damages arising from willful intent and gross negligence in accordance with statutory provisions. Liability for minor negligence on the part of Stroeer shall be excluded. The foregoing limitation shall not apply in case of injury of life or health or in case of breach of essential contract conditions.
- 10.2 Liability vis-à-vis merchants for property damage or financial loss in the event of gross negligence of a vicarious agent shall be limited to such damages as are typical of contracts and foreseeable.
- 10.3 Stroeer assumes no liability for indirect damages, in particular loss of profit.
- 10.4 In the event of non-execution or poor execution, delay, interruption or premature termination of an advertising campaign by Stroeer, both for reasons for which Stroeer is not responsible (e.g. strike, force majeure, construction or demolition measures, long-term closure of supermarkets, etc.) as well as in the case of having to represent or if the advertising has to be terminated at the booked location due to a change or upgrade, e.g. digitalization of the advertising medium, Stroeer shall offer the client a replacement for the cancelled time (at Stroeer's discretion either a time extension or replacement advertising space for the same period) or if the purpose of the advertising cannot be achieved as a result, refund the remuneration already paid for the advertising period not carried out. Any further rights and claims for compensation, in particular with regard

to other advertising media/measures of the campaign that are not affected, are excluded. When converting an advertising medium from static to changer mechanism, keeping the advertising on the changer is considered equivalent replacement advertising.

- 10.5 If the contract for campaign advertising ends before expiry of the agreed contract term for reasons for which the client is responsible (e.g. termination of the contract by Stroeer due to default in payment by the client or non-fulfillment of cooperation obligations by the client, due to the motif/advertiser pursuant to Item 5. 2 last sentence) or if the client terminates prematurely without good cause, Stroeer shall, in addition to the claim to the agreed remuneration for services already rendered (i.e. the total technical costs, costs for creative services and pro rata media services for the period already rendered), have a claim to compensation with respect to the Stroeer's services not yet rendered due to the premature termination. This amounts to 30 % of the fee for the media service attributable to the remaining term. The client reserves the right to prove that the payment claim is lower due to lower expenses of Stroeer. Stroeer reserves the right to assert claims in excess thereof.
- 10.6 The client shall give notice in writing of obvious defects immediately after they come to the client's attention – at the latest, however, within 30 days after the end of the advertising period. Regarding Electronic Media/ Public Video, the client shall give notice in writing of obvious defects immediately after they come to the client's attention – at the latest, however, within 1 week after the end of the placement time.
- 10.7 In the event of the procurement, production, assembly, and/or disassembly of the advertising media by Stroeer, the client shall inspect Stroeer's services immediately after commencement of the service provision and notify Stroeer respectively of any defects in writing without undue delay, however, no later than 30 days after completion. Regarding Electronic Media/ Public Video the notification shall take place within 1 week after completion, enclosing all documents required for the examination of the notice of defects.
- 10.8 Neither Stroeer nor the site owner shall be liable for damage to the client's advertising materials by third parties or by force majeure.
- 10.9 The client shall bear liability for all damage caused by the advertising medium and shall indemnify Stroeer and the site owner against all claims asserted by third parties based on damage caused by the advertising medium or non-

compliance with official regulations and shall also reimburse Stroeer for the necessary costs of legal action regarding contracts for advertising campaigns carried out independently by the client or in which the production, assembly, disassembly and/or maintenance of the advertising medium by the client is agreed. Likewise, the client shall indemnify Stroeer against any claims of the site owner in this regard.

- 10.10 Regarding Poster Media, Stroeer reserves the right for an equivalent replacement or a reduction of ordered postings for reasons for which Stroeer is not responsible (e.g. strike, force majeure, construction/demolition measures carried out or ordered by public institutions or carried out by the owner of the advertising medium location, not including temporary inaccessibility of the advertising medium) of up to 1.75 % of the ordered postings before and after the beginning of the posting period.

When advertising on City-Light-Posters and Advertising Pillars there may be over- or underruns of up to 3 % in the number of notices within a network. These deviations do not justify compensation claims for either Stroeer or the client.

- 10.11 If, in the case of campaign advertising on or in means of transport, a vehicle already provided with advertising material is permanently taken out of service or transferred to another area of operation, the campaign advertising shall be continued on a replacement vehicle. The cost of transferring or reattaching the advertising materials shall be divided between the parties depending on the total term. The share assumed by Stroeer shall be determined according to the following formula:

$$\frac{(\text{number of weeks ad period} - \text{number of ad weeks so far}) \times \text{costs}}{\text{number of weeks advertising period}}$$

Regarding contracts with full-service prices, Stroeer shall bear the costs of reattachment to the replacement vehicle and removal of the advertising materials from the previous vehicle. If no replacement vehicle can be provided, Stroeer shall be entitled to terminate the contract concerning the advertising campaign affected by the decommissioning with effect from the date of decommissioning. The client's obligation to neutralize the vehicle, if any, remains unaffected.

- 10.12 When setting the prices for advertising campaigns in and on means of transport, it is already taken into account that vehicles may be

temporarily out of service for operational reasons (e.g. schedule changes on weekends and during vacation periods, repairs, maintenance work, general inspections). There is no additional compensation for this. In the event of a downtime of more than 7 calendar days in a row or more than 7 calendar days in a month, the posting period shall be extended accordingly, or the client shall receive a credit note at Stroeer's discretion. Stroeer shall inform the client if vehicles are deployed by the transport companies at another location during the advertising period. If the new location is not reasonable for the client regarding the type and purpose of the booked advertising campaign, Stroeer will offer equivalent substitute spaces. Section 10.11 shall apply accordingly regarding the bearing of the costs for any reattachment. If it is not possible to reapply the advertisement to equivalent replacement surfaces, the client is entitled to terminate the contract with effect from the date of the change of location. The obligation of the client to neutralize the vehicle remains unaffected by this.

11 Legal Venue

The place of jurisdiction is Cologne, Germany, as far as legally admissible.

Last update: September 2021

*** This English translation is for convenience only. Only the German Version shall be legally binding between Stroeer and the client!**