

### § 1 General and Scope of Application

- (1) These General Terms and Conditions (hereinafter referred to as "GTC") shall apply to all data services, consultancy services, and the temporary licensing of packages of data, including software, pursuant to §2 below (hereinafter referred to individually and collectively as "Services") by Global Group TDA Germany GmbH (hereinafter referred to as "GG"). In the case of permanent business relations between the partner and GG, all future contracts concerning GG's Services, as defined in the first sentence of this §1(1), shall also be governed by these GTC, in their at the time of conclusion of the respective contract current version. In such case, GG shall inform the partner without undue delay of any changes to these GTC.
- (2) These GTC shall apply on an exclusive basis. Any general terms and conditions of the partner that conflict with or deviate from these GTC shall only become part of the contract to the extent that their contents correspond to these GTC or that GG has expressly acknowledged them in writing. This shall also apply if GG provides Services without reservations while being aware of conflicting or deviating terms and conditions of the partner.
- (3) If and to the extent that (special) contracts exist for particular Services, in particular, for the temporary licensing of packages of data, including software, such (special) contracts shall take precedence over these GTC.

### § 2 Services Offered under these GTC

- (1) The data services offered by GG cover:
  - Supplying data selected specifically for the partner (e.g., address data, corporate and personal data, statistical data, micro-geographic data, etc.) from GG's pool of data, a third-party pool of data, public directories, or other sources of data;
  - Arranging contracts concerning the supply of data (e.g., address data, corporate and personal data, statistical data, micro-geographic data, etc.) from a third-party pool of data;
  - Analyzing data from the partner's pool of data and enriching and enhancing such data with additional features determined specifically for the partner.
- (2) The consultancy services offered by GG include, inter alia, advising the partner on the development and implementation of contact strategies and process services, in particular, in the area of dialog marketing. To the extent that data services are provided as part of the consultancy services, such data services shall be governed by the relevant provisions of these GTC.
- (3) GG additionally offers to license packages of data, including software, on a temporary basis under these GTC, in particular, the data package "MICRO Data" and the pertinent software program "MICRO GeoCoder."
- (4) The content and scope of the specific Services which are to be provided to the partner by GG – e.g., the content and scope of the data to be supplied, of the data the supply of which is to be arranged, of the enrichment and enhancement, or of the packages of data to be licensed; the subject matter of the analysis; the manner in which (or the medium through which) the data and other work products are to be provided by GG; etc. – shall be determined in detail in the respective contract entered into on the basis of the offer submitted by GG.
- (5) If and to the extent that no prevailing (special) contracts apply, the rights of use to be granted by GG within this

context shall be as set forth in §§6-8 below.

### § 3 Offer and Formation of Contract

All offers from GG shall be subject to change and non-binding. The contract between the partner and GG shall be concluded through the placing of an order by the partner and the subsequent acceptance of this order by GG. The partner's order shall be a binding offer in the legal sense. GG may accept the offer within 5 days of receiving it, either by providing the partner with written notice of acceptance or by providing the Services to the partner. Acceptance by GG shall be subject to GG being properly and timely supplied by its own suppliers.

### § 4 Payment and Terms of Payment

- (1) The remuneration payable for the Services shall be as set forth in the contract. It is in EURO and does not include value-added tax, which shall be charged additionally at the statutory rate applicable from time to time.
- (2) If a contract for the performance of a continuing obligation is entered into, GG reserves the right to raise or reduce the prices agreed upon with the partner in line with any actual changes in costs in the event that changes occur after the contract was entered into, in particular, changes in wages and in the cost of materials or changes in the purchase prices paid for preliminary works and ancillary services that are required for the performance of the Services to be provided by GG, as well as in the event of official measures or changes in law. GG shall inform the partner of the corresponding increase or reduction before the increase or reduction takes effect. In the event of monthly invoicing, the new price shall take effect at the beginning of the month that follows the notice of the change. If, as a result of such changes in prices, the prices increase by more than 5% within a calendar year and higher than the current monthly inflation rate, the partner shall have the right to terminate the contract with immediate effect by providing GG with written notice within one month after the notice of the change is received.
- (3) Any travel costs, out-of-pocket expenses, and other expenditures incurred by GG which are necessary to perform the contractually agreed-upon Services shall be for the partner's account and be charged at cost, unless otherwise agreed in the contract. Upon request, GG shall substantiate the actual costs to the partner by providing copies of the receipts, statements, and other similar documents, the latter where reasonable.
- (4) Unless otherwise agreed, GG shall have the right to issue monthly invoices for projects which last more than one month. If the contract concerns the supply of data, GG may issue the invoice upon delivery. If packages of data, including software, are licensed on a temporary basis, GG may issue the invoice at the beginning of the term agreed upon in the contract.
- (5) GG shall have the right to ask the partner for advance payment, or for the provision of security for any outstanding Services, especially if GG needs to perform cost intensive obligations in advance or if, after the contract was entered into, circumstances become known which could significantly reduce the partner's creditworthiness and which jeopardize the payment of outstanding claims under the respective contract.

- (6) All invoices shall become due on the invoice date and be paid by the partner without deduction within 30 days of the invoice date stating the number of the invoice.
- (7) If the partner defaults on payment, GG shall have the right to charge interest from the date of default at a rate of eight (8) percentage points above the base rate (according to the German Civil Code ["Bürgerliches Gesetzbuch"]) applicable from time to time. GG expressly reserves the right to claim further damages.

## § 5 Provision of the Services

- (1) The relevant dates for the provision of the Services by GG shall be agreed upon in the contract. Unless expressly otherwise agreed in writing, such dates shall not be fixed dates ("Fixtermine").
- (2) Any time periods agreed upon in the contract for delivery items / performance objects which have to be shipped to the partner shall commence upon conclusion of the contract. Such time periods shall be deemed met if, by the time the agreed-upon period expires, the delivery items / performance objects have left GG's business premises or GG has given notice that they are ready for dispatch. Compliance with the delivery period shall be subject to GG being properly and timely supplied by its own suppliers.
- (3) Even if delivery "carriage paid" is agreed upon, the risk shall pass to the partner when the delivery item / performance object is handed over to the third party who is in charge of carrying out the transport. In the event of a delay for which the partner is responsible, the risk shall pass to the partner as soon as the delivery item / performance object has been singled out and notice of the readiness for dispatch has been given.
- (4) Unless otherwise agreed, GG shall transfer the data to be supplied in a common format electronically or provide such data to the partner in a common format on a customary data storage medium. GG shall remain the owner of all data and data storage media of GG that have been provided to the partner under the contract until the remuneration agreed upon in the contract has been paid in full.

## § 6 Rights of Use and Restrictions on Use

- (1) If the obligation that is to be performed by GG pursuant to the contract consists, in whole or in part, in supplying data for the partner's business, GG shall, if and to the extent not otherwise agreed, grant the partner a non-exclusive, non-transferable right of use that is limited geographically to the territory of the Federal Republic of Germany for the one-time use of the data supplied to the partner for the purpose defined in the contract. Any use, exploitation, and reproduction of the data beyond the above use shall be prohibited. Subject to a differing agreement, the partner is only permitted to use the data in its own business, as identified in the respective contract, and only for the own purposes of this business. Any use by third parties or for the purposes of third parties, even if they are affiliated companies ("verbundene Unternehmen"), as defined in Sections 15 et seq. German Stock Corporation Act ("Aktiengesetz"), shall be prohibited. If the partner uses third-party service providers or authorized distributors to market its products and/or services in the relevant area of business, the partner may transfer the data to them for further processing in accordance with these GTC, provided that the respective service provider or distributor has expressly agreed to the application of these GTC in writing.

In this case, the partner shall be obliged to inform GG in advance in writing to whom the data will be transferred and to confirm in writing that the service provider or distributor has agreed to the application of

these GTC. Unless otherwise agreed, the partner shall have no further rights to make the data available to third parties.

- (2) If the obligation that is to be performed by GG pursuant to the contract consists, in whole or in part, in supplying data to the partner ("reseller") for transfer to a third party, GG shall, if and to the extent not otherwise agreed, grant the partner a non-exclusive, transferable right of use that is limited geographically to the territory of the Federal Republic of Germany for the one-time use of the data supplied to the partner in the third party's business for the contractual purpose. Any use, exploitation, and reproduction of the data beyond the above use shall be prohibited. Subject to a differing agreement, the third party may use the data only in its own business and only for the own purposes of this business, provided that the respective third party has expressly agreed to the corresponding application of these GTC in writing.
- (3) If the parties have contractually agreed on the enrichment or enhancement of data from the partner's pool of data, GG shall, unless otherwise agreed, grant the partner in deviation from §6(1) above a non-exclusive, non-transferable right in such data, as received by the partner from GG by way of enrichment or enhancement, whereby such right shall be unlimited in time and in terms of its geographic scope but restricted to the contractual purpose.
- (4) If GG becomes aware of any circumstances that indicate that the data has been abused willfully or in a grossly negligent manner, the partner shall be obliged to assist in clarifying the facts. This shall include the right – which may be exercised either by GG or by an independent auditor instructed by GG – to inspect any relevant records. GG shall, in particular, have the right to verify by means of control addresses and control telephone numbers that the address data is being used in accordance with the contract. If the address data is used contrary to the contract, the partner shall be obliged to pay for each violation liquidated damages in an amount equal to ten times the total remuneration contractually agreed upon for the delivery in which the address that has been used contrary to the contract was contained. The presentation of a control address or control telephone number that was "abused" shall suffice by way of evidence when claiming liquidated damages. GG shall have the right to assert further claims for damages based on the same breach of contract. In such case, the damages payable shall be reduced by any liquidated damages already paid.
- (5) GG shall have the exclusive rights in all data that is collected, processed, and used by GG for the performance of GG's obligations to the partner. This shall not apply to any data from the partner's pool of data which is provided to GG by the partner for the performance of the contract.
- (6) The partner shall use any data that is made available by GG under the contract only as provided in the respective contract, including these GTC, and in compliance with law, in particular, data protection law and competition law.
- (7) GG reserves the right to delete or block personal data without undue delay and without prior written notice in the event that the data subject objects to his or her data being processed and used, or in the event that collecting, processing, or using such data is no longer permitted. The partner must implement according instructions from GG without undue delay.

**§ 7 Special Provisions for the Temporary Licensing of Packages of Data, including Software**

§6 above shall not apply to the rights of use and restrictions on use to the extent that the Service concerns the temporary licensing of packages of data, including software, pursuant to §2(3) above. In such cases, the rights of use shall be determined exclusively by the provisions of the respective license agreement.

**§ 8 Special Provisions for Arranging Contracts concerning the Supply of Address Data**

- (1) If GG arranges the conclusion of a contract concerning the supply of data from the pool of data of a third party, the respective contract concerning such data resp. the provision and use of such data shall be entered into solely between the third party and the partner.
- (2) Any and all claims arising from or in connection with the contract entered into between the partner and the third party shall be the sole responsibility of the third party.
- (3) The rights of use granted to the partner in respect of the data the supply of which has been arranged by GG shall be determined exclusively by the respective contract between the partner and the third party.

**§ 9 Partner's Duties and Cooperation**

- (1) The partner shall be obliged to cooperate appropriately in the provision of the Services.
- (2) The partner shall, of its own accord, provide GG in a timely manner and free of charge with the complete records, documents, and information (hereinafter referred to collectively as the "Material") which GG needs to perform its obligations and shall grant GG all rights of use in respect of the Material which are necessary to perform the contract. GG shall be under no obligation to verify that the Material provided by the partner is correct and complete.
- (3) The partner shall provide the Material in a common form. Any costs which are incurred as a result of the fact that the Material made available by the partner needs to be converted or processed shall be borne by the partner.
- (4) The partner shall provide its cooperation free of charge.
- (5) If the partner does not provide the cooperation for which it is responsible, or does not do so by the dates contractually agreed upon, the dates agreed upon in the contract for the provision of the Services by GG shall be postponed. The respective postponement shall be determined on the basis of the duration of the partner's failure to provide its cooperation as agreed in the contract plus an appropriate start-up period. If the partner's cooperation is an indispensable prerequisite for the provision of the Services by GG, or if the partner's failure to cooperate makes the provision of the Services significantly more difficult, GG shall have the right to fix an appropriate additional period of time within which the partner must provide the cooperation as agreed upon in the contract ("Nachfrist"). After unsuccessful expiry of such period GG may terminate the contract for cause or rescind the contract.

- (6) The partner shall be responsible for ensuring that its specifications and the Material provided to GG pursuant to §9(1) above do not result in the infringement of any third-party rights, in particular, industrial property rights, or in any other violations of law. The partner accepts sole liability, without any limit on the amount, to any persons who claim that such rights have been infringed and shall indemnify and hold GG harmless from and against any and all third-party claims that are asserted.

**§ 10 Change Requests**

- (1) At the partner's request, GG shall change, supplement, and extend the Services set forth in the offer or in the contract as desired by the partner in return for an additional remuneration, to the extent that GG's operational and staff situation allow GG to do so. Moreover, if, while providing the Services, GG becomes aware that any information provided by the partner or requirements stipulated by the partner are incorrect, incomplete, ambiguous, or unsuitable for implementation from an objective point of view, GG shall advise the partner accordingly. In this case, the partner shall decide without undue delay about potential changes to the contents of the contract as a result of such advice.
- (2) Before carrying out any work to implement changes, supplementations, or extensions, GG shall provide the partner with a calculation of the required additional remuneration for this. The parties shall then come to an agreement on the scope of and the remuneration for the changes, supplementations, or extensions and determine new dates. If such an agreement cannot be reached, GG shall continue to provide the contractual Services as stipulated in the offer or contract

**§ 11 Work Products**

- (1) As between the partner and GG, GG shall be entitled to all rights in the work products – in particular, the copyright – even to the extent that the work products were created based on the partner's specifications or with the partner's cooperation. In particular, GG shall have the right to use and exploit also otherwise any know-how, which GG acquired in the provision of the Services, as well as any solutions and methods developed by GG at the occasion of the performance of the Services. This shall not affect the provisions of §6(5) above.
- (2) To the extent not otherwise provided in §6 above, the partner shall be granted a simple right to use the work products for the contractual purpose.

**§12 Commissioned Data Processing**

If the partner or GG collects, processes, and uses personal data in respect of which the respective other party is the data controller ("verantwortliche Stelle") within the meaning of the General Data Protection Regulation (hereinafter referred to as "GDPR"), the partner and GG shall enter into a data processing agreement according to Article 28 GDPR.

### §13 Warranty

- (1) In spite of the data being continuously updated and revised, GG does not warrant that the data is correct, complete, and up-to-date at the time it is supplied to the partner, especially because of the fluctuations within the individual groups of addresses. In particular, GG does not warrant that an addressee still lives at the reported address or that the name or other data concerning the person was correctly stated. Returns are inevitable and do not constitute a defect. Moreover, GG does not warrant that the data is fit for a particular purpose intended by the partner.
- (2) The partner shall be responsible for ensuring that the data supplied by GG is used in conformity with the law and that also the usage of such data for a particular purpose is in conformity with the law. GG does not warrant that the data supplied to the partner is covered by declarations of consent under data protection and/or competition law concerning the use for advertising purposes. In particular, if GG provides an address along with a telephone number, this does not mean that the company or person concerned has given its consent to telephone advertising by the partner.
- (3) The partner must examine the data supplied by GG without undue delay after receipt and give written notice of any defects which can be identified during this examination ("obvious defects" / "offensichtliche Mängel") without undue delay and in any case no later than ten (10) days after the receipt of the data. Defects which cannot be identified during the examination ("hidden defects" / "verdeckte Mängel") must be reported in writing without undue delay and in any case no later than ten (10) days after the defects are discovered. The deadline shall be deemed met if the respective notice is timely dispatched. If the partner fails to give timely notice of defects, all claims of the partner which are based on these defects shall be barred, unless GG has concealed the defect with fraudulent intent or has given an according guarantee.
- (4) Defects as to quality and defects as to title will be remedied by GG within an appropriate period of time ("subsequent performance" / "Nacherfüllung"). Such remedial action will take the form of a removal of the defect ("repair" / "Nachbesserung") or, at GG's choice, by supplying data that is free of defects ("replacement delivery" / "Ersatzlieferung"). The partner may assert the statutory rights without restriction if subsequent performance fails, if the partner cannot reasonably be expected to accept subsequent performance, if GG refuses subsequent performance or if the assertion of such rights seems justified for any other reason upon due consideration of the interests of both parties. However, a right to rescind the contract shall not exist if the defect is insignificant.
- (5) The warranty period shall be 6 months as of the delivery of the data to the partner, unless GG has concealed the defect with fraudulent intent or the defect consists in a third-party claim for surrender which is based on ownership or on any other right in rem. Solely the statutory limitation periods shall apply to the partner's claims for damages, if any.

### §14 Liability

- (1) GG shall be liable for damages according to the statutory provisions for bodily injury ("Personenschäden") and for damages according to the German Product Liability Act ("Produkthaftungsgesetz").

- 2) For any other damage GG shall be liable pursuant to the following provisions below, unless otherwise set forth in a guarantee given by GG.
- (3) GG shall be liable pursuant to the statutory provisions for damage caused by fraudulent conduct, as well as for damage or losses caused by willful misconduct or gross negligence of GG or of GG's statutory representatives or executive staff.
- (4) GG's liability for damages shall be limited to the amount which corresponds to the foreseeable damage that is typical of the contract.
  - for any damage resulting from a slightly negligent breach of material contractual obligations or of obligations the performance of which is an indispensable prerequisite for the proper performance of the contract and on compliance with which the contract partner can generally rely upon ("Kardinalpflichten") and
  - for any damage caused willfully or through gross negligence by simple vicarious agents ("einfache Erfüllungsgehilfen") of GG.
- (5) In all other cases, any and all liability of GG for damage caused by slight negligence shall be excluded.
- (6) Notwithstanding the above provisions, contributory negligence ("Mitverschulden") on the part of the partner – in particular, insufficient cooperation, faulty organization, insufficient data backups, or the violation of other contractual obligations – shall reduce the amount of the partner's claim for damages, if any.
- (7) The partner shall be obliged to notify GG without undue delay in writing of any damage within the meaning of the above liability provisions or have such damage recorded by GG so as to ensure that GG is informed as early as possible and, as the case may be, can take measures jointly with the partner to mitigate the damage.
- (8) GG shall only be responsible for recovering data to the extent that the partner has taken all necessary and appropriate data backup measures and has ensured that the data can be reconstructed at a reasonable expense from data material kept available in a machine-readable form.

### §15 Secrecy and Confidentiality

- (1) The parties shall be obliged to keep all Confidential Information (as defined below) secret for the duration of their contractual relations and also after their contractual relations have ended, to not record or otherwise exploit any Confidential Information – except as necessary to achieve the purpose of the contract – and to maintain the confidentiality of all Confidential Information and not make it available to any third party, with the exception of the parties' own staff and vicarious agents.
- (2) The parties shall enter into suitable contractual agreements with the respective employees and agents who work for them to ensure that these employees and agents, too, refrain for an unlimited period of time from any exploitation, disclosure, or unauthorized recording of Confidential Information.

- (3) For the purposes of these provisions, "Confidential Information" means any and all information about the respective other party's services or business processes which is obtained or received by the respective other party in the course of the business relationship between the partner and GG and which is marked as confidential or can otherwise be identified as being of a confidential nature. This particularly includes any know-how, business models, processes, technologies, concepts, flow charts, and documentations.
- (4) This obligation shall not apply to Confidential Information which (a) was already known to the respective other party at the time it was learned by that party within the context of the parties' cooperation, (b) has become or becomes publicly known without a breach of this non-disclosure agreement by the other party, (c) has been made available to the other party by a third party without breach of any duty of confidentiality, (d) in respect of which the party has declared in writing that the information does not constitute Confidential Information, or which (e) must be disclosed or made public on the basis of an enforceable order from a German court or German authorities, in which case the relevant party shall be obliged to notify the respective other party without undue delay in writing of such order.
- (5) The partner shall be obliged to pay liquidated damages in an amount of EUR 10,000.00 for each breach of the partner's duty of confidentiality. GG shall have the right to assert further claims for damages based on the same breach of contract. In such case, the damages payable shall be reduced by any liquidated damages already paid.
- (6) The partner shall take suitable precautionary measures to prevent unauthorized third parties from accessing the data. In particular, the partner shall protect all data storage media which contain the data from unauthorized third-party access.

#### **§16 Subcontractors, Setoff, and Rights of Retention**

- (1) Unless expressly otherwise agreed in writing, GG may, at any time, engage third parties to provide the Services, or any part of the Services.
- (2) GG shall have setoff rights and rights of retention as provided by law.
- (3) The partner shall only have setoff rights and rights of retention to the extent that the partner's claim has been finally established by declaratory judgment or has been acknowledged or is undisputed.
- (4) The partner shall have no right to assign claims against GG.

#### **§17 Term of the Agreement and Termination**

- (1) If a contract is entered into for a definite period of time, it shall end after the expiry of the agreed upon end date. Contracts which do not contain an end date and the subject matter of which is not a one-time service shall be deemed entered into for an indefinite period of time. Such contracts may be terminated by either party with 30 days' notice, effective at the end of a month.
- (2) Unless otherwise agreed in the respective license agreement, contracts concerning the temporary licensing of packages of data, including software, pursuant to §2(3) above may, in deviation from the provisions in the second and third sentences of §17(1) above, not be terminated before the expiry of one year, at the earliest.
- (3) The above provisions shall not affect the right to terminate the contract for cause ("Außerordentliche

Kündigung"). Either party is in particular entitled to a termination for cause if:

- the other party is in material breach of its contractual obligations and fails to remedy such breach despite a warning resp. despite unsuccessful expiry of a deadline set for remedial action;
  - insolvency proceedings against all or part of the assets of the other party are being applied for, or such proceedings are instituted, or the institution of such proceedings is refused for lack of assets;
  - an insolvency event, as defined in Sections 17 to 19 of the German Insolvency Statute ("Insolvenzordnung", hereinafter referred to as "InsO"), occurs on the part of the other party;
  - the financial situation of the other party deteriorates to such an extent that proper performance of the contract can no longer be expected, even if no insolvency event within the meaning of Sections 17 to 19 InsO occurs;
  - the partner is more than two months late with the payment of a due remuneration and fails to pay such remuneration despite a request for payment made after the expiry of said two-month period.
- (4) Notice of termination must be given in writing.

#### **§18 Miscellaneous**

- (1) These GTC and all contracts entered into between GG and the partner on the basis of these GTC shall be governed by the laws of the Federal Republic of Germany without regard to the United Nations Convention of 11 April 1980 on Contracts for the International Sale of Goods (CISG).
- (2) The place of jurisdiction for all disputes arising from and in connection with contracts entered into on the basis of these GTC shall be Wiesbaden, Germany. However, GG may also enforce its rights against the partner by bringing an action at the partner's place of business. The place of performance for all Services to be provided by GG shall be Idstein, Germany.
- (3) All changes and additions to these GTC must be made in writing. This shall also apply to any change to or the cancellation of this requirement of the written form.
- (4) GG shall have the right to name the partner as a reference customer. The partner may, at any time, object to being named as a reference customer.
- (5) If the English or American legal meaning of the provisions differs from the German legal meaning of the provisions, the German legal meaning shall prevail.
- (6) Should individual provisions of these GTC be or become invalid or unenforceable or contain a gap, this shall not affect the remaining provisions hereof. The parties undertake to replace any invalid or unenforceable provision with such valid and enforceable clause as comes closest to the economic purpose of the invalid or unenforceable provision or which fills the gap.