

General Terms and Conditions for Screen Marketing and Content Delivery of FRAMEN GmbH

1. Scope

- 1.1. The following General Terms and Conditions (hereinafter referred to as "GTC") govern the relationship between FRAMEN GmbH, Besselstraße 14, 10969 Berlin, Germany, (hereinafter referred to as "FRAMEN") and the Screen Provider with regard to the granting of rights to display editorial licensed content and advertising material (hereinafter referred to as "Content") on all "Digital Out of Home (DOOH)" screens (hereinafter referred to as "Screens") connected by the Screen Provider (hereinafter referred to as "Screens") by FRAMEN, unless otherwise agreed in text form. The Screen Provider may access, print and download or save these GTC at any time at <https://framen.com/terms>.
- 1.2. Any terms and conditions of the Screen Provider that vary from these terms of use shall not apply unless their applicability has been expressly confirmed by FRAMEN.
- 1.3. In case of contradictions between these GTC and the terms of use for the platform "framen.io" and "framen.com" agreed between the Screen Provider and FRAMEN, the provisions in these GTC shall prevail.
- 1.4. FRAMEN's offers are targeted exclusively at companies within the meaning of section 14 BGB (German Civil Code).

2. Definitions

- 2.1. "Screen" within the meaning of these GTC means a digital screen marketed by FRAMEN on which Content can be displayed and made perceptible to a large number of people.
- 2.2. "Content" within the meaning of these GTC means licensed editorial content and advertising material consisting of images, text and/or video, excluding Proprietary Content.
- 2.3. "Advertising Material" within the meaning of these GTC means any Content intended for promotional purposes which may consist of, but is not limited to, one or more of the following: image and/or text and/or moving images, excluding Proprietary Content.
- 2.4. "Proprietary Content" within the meaning of these GTC means editorial or self-promotional content consisting of images, text and/or video that are made available by the Screen Provider for the purpose of being displayed on the Screens.
- 2.5. "Platform" within the meaning of these GTC means the online platform operated by FRAMEN and accessible at "framen.io" and "framen.com" that among other things enables the Screen Provider to manage its Screens which are connected to FRAMEN's system and to upload its own Content to be displayed as part of Programs.
- 2.6. "Screen Manager Plan" within the meaning of these GTC means a contract variant offered by FRAMEN with a certain combination of features and contract conditions, whereby the features and contract conditions of the various Screen Manager Plans offered by FRAMEN differ in part. The features and contract conditions contained in the Screen Manager Plan selected by the Screen Provider are always specified in the product description and are also displayed later in the dashboard.

- 2.7. "Program" within the meaning of these GTC means the sequence of Content and/or Proprietary Content that is displayed on the Screens.
- 2.8. "Advertising Inventory" means the aggregate of the advertising space available on the Screens and marketable or the aggregate of the advertising units available and marketable in the Programs displayed on the Screens.
- 2.9. "Advertising Customer" within the meaning of these GTC is any natural or legal person or association of persons who commissions FRAMEN to display advertising media on Screens. The Advertising Customer may be the advertising company or an agency acting on behalf of an advertising company.

3. Subject matter of the Agreement, exclusivity

- 3.1. The Screen Provider operates digital displays on which Content can be displayed and made perceptible to a large number of people. FRAMEN provides editorial content to operators of corresponding digital displays and markets the Advertising Inventory available on such digital displays. The Screen Provider wishes to obtain editorial licensed content for display on its digital displays from FRAMEN and for FRAMEN to market the digital displays it operates. For this purpose, the Screen Provider grants to FRAMEN the right to play FRAMEN Content on all Screens connected to FRAMEN's system by the Screen Provider and to market the Advertising Inventory available on the connected Screens in accordance with the terms of this Agreement.
- 3.2. The marketing of the Advertising Inventory is carried out exclusively by FRAMEN. The Screen Provider is not authorised to display any advertising media on the connected Screens other than those provided by FRAMEN. The only exception to this is self-promotional content that is displayed as part of Proprietary Content in accordance with 6.6.

4. Use of the "framen.io/framen.com" platform

- 4.1. A prerequisite for the execution of the Agreement is that the Screen Provider registers on FRAMEN's website (<https://framen.io/> or <https://framen.com>) for the use of the Platform "framen.io/framen.com" and maintains a user account on the Platform during the term of the Agreement. The General Terms of Use for the Platform "framen.io/framen.com" additionally apply to registration on the Platform. In the event of any inconsistency between the aforementioned General Terms of Use and these GTC, the provisions of these GTC shall prevail.
- 4.2. The Platform enables the Screen Provider to manage its Screens for the purposes of this Agreement, among other things. The Screen Provider is obliged to regularly check and keep up to date all data stored on the Platform regarding the individual Screens, its contact data and other data stored on the Platform. In the event of a defective Screen, the Screen in question must be deactivated on the Platform by the Screen Provider without undue delay, and by no later than within 24 hours.

5. Connecting Screens to FRAMEN's system

- 5.1. Connecting Screens to FRAMEN's system requires the use of the FRAMEN software and hardware (TV stick). FRAMEN shall provide the Screen Provider with the FRAMEN software and hardware for the contractual term. The functional scope of the FRAMEN software and hardware as well as the remuneration to be paid by the Screen Provider for the provision depend in each case on the agreed Screen Manager Plan. The Screen Provider shall ensure that the

technology it uses meets the system requirements for the use of the FRAMEN software and hardware.

- 5.2. Should the Screen Provider start to operate additional Screens during the contractual term, the Parties shall agree on whether the Agreement should also be extended to these Screens and, if necessary, shall reach a separate agreement accordingly. If the Screen Provider has connected additional Screens to FRAMEN's system and FRAMEN has activated the relevant Screens for Content to be displayed, this shall be deemed equivalent to a corresponding agreement.
- 5.3. The Content is played back by way of streaming from FRAMEN's server without the Content being permanently stored at the Screen Provider. Insofar as temporary buffering is carried out in whole or in part for the purpose of a smooth playback on the Screens, this occurs merely temporarily and purely for technical reasons.
- 5.4. Screens enabled for displaying Programs must be turned on, operational and connected to FRAMEN's system and available for the playback of Programs during the entire time they are publicly accessible (e.g. during the opening hours of the location in which they are operated).

6. Program design, Screen Provider's own content

- 6.1. FRAMEN shall create and provide the Programs played back on the Screens. FRAMEN is authorised to display different Programs on different Screens or on different groups of Screens.
- 6.2. FRAMEN shall provide various, mostly editorial Contents ("Basic Content") for the creation of the Programs to be displayed at no extra charge. In addition, the Service Provider may have the option of obtaining additional Content against payment of a separate fee ("Plus Content"). To create an attractive environment for the placement of advertising material, the Screen Provider should always select sufficient Basic and/or Plus Content. Editorial licensed Content may be identified by the respective licensor's markings (e.g. a logo of the respective licensor).
- 6.3. FRAMEN shall inform the Screen Provider of any "brand safety" requirements to be met by advertisers and suppliers of editorial licensed Content. The Screen Provider will assist FRAMEN in complying with the relevant "brand safety" requirements. If FRAMEN has reason to believe that specific "brand safety" requirements cannot or will not be met when displaying Content on certain Screens, FRAMEN shall be entitled to exclude the Screens in question from the provision of Content. FRAMEN will inform the Screen Provider immediately in such a case. If the Screen Provider notifies FRAMEN that it has taken adequate remedial action, stating the specific measures taken, FRAMEN shall immediately examine whether supply to the affected Screens can be resumed.
- 6.4. Some of the Programs played out by FRAMEN may contain the Screen Provider's Proprietary Content. However, only Proprietary Content that the Screen Provider has previously made available via the Platform can be included.
- 6.5. The Screen Provider can use the Platform functions provided for this purpose to determine the ratio in which the Screen Provider's Proprietary Content and Content from FRAMEN is to be played out as part of the Programs. FRAMEN will take this specification into account when creating the Programs.
- 6.6. Insofar as the Screen Provider's Proprietary Content includes advertising Content, such Content may only contain self-promotion for the Screen Provider. The Screen Provider is not entitled to include advertising for third parties in the Programs as part of its Proprietary Content without FRAMEN's express consent.

- 6.7. The Screen Provider will not modify or block in whole or in part the Content that FRAMEN plays back on the Screens. It warrants that it will not make any copies of displayed Content and that third parties who have access to the Screens will not be able to download and reproduce displayed Content.
- 6.8. The Screen Provider ensures that new Content provided by FRAMEN for display is played out on the Screens within ten minutes. Any Content updates made by FRAMEN must also be made within ten minutes in each case.
- 6.9. The Screen Provider shall not designate or represent itself as the provider of the Content displayed on the Screens as part of the Programs, and it shall ensure that the respective owner of the Screen also does not designate or represent itself as the provider of the Content. Any communication by the Screen Provider regarding the Content provided by FRAMEN requires the prior written consent of FRAMEN.

7. Marketing of the Advertising Inventory

- 7.1. FRAMEN shall market the Advertising Inventory in its own name and for its own account. Contracts for the display of advertising media on the Screens are concluded exclusively between FRAMEN and the respective Advertising Customer. FRAMEN is free to choose its pricing vis-à-vis the Advertising Customer and shall do so at its own discretion. FRAMEN has the right to use up to five percent of the Advertising Inventory capacity for FRAMEN's own advertising and the own advertising of companies belonging to the Axel Springer SE Group.
- 7.2. The Advertising Material is delivered to the Screens via FRAMEN's ad server. The Screen Provider is obliged to ensure that an ad request for displaying Advertising Material is sent to FRAMEN's ad server before and/or after displaying Content and/or before and/or after displaying any Proprietary Content.
- 7.3. The Service Provider has the option of using the "Instant Approval" function, which can also be activated permanently and mandatorily depending on the agreed Screen Manager Plan. If the function is activated, the Service Provider agrees to the publication of all Advertising Material intended by FRAMEN for payout on the relevant Screens. In this case, the Service Provider has the right to object to the display of individual campaigns within 24 hours of their addition and automatic approval via the corresponding function in the dashboard. In the event of an objection, the campaign will no longer be integrated into the Screen Provider's Programs. However, in the interest of the economic success of the agreed marketing, the Screen Provider will only make use of this option to object if there is a good reason for the exclusion of an Advertising Material.
- 7.4. A legal review of displayed Advertising Material by FRAMEN will only be carried out with regard to obvious violations of the law and only if technically possible. FRAMEN shall have no further obligation to review.
- 7.5. As regards the contracts concluded by FRAMEN with Advertising Customers for displaying of Advertising Material on Screens, FRAMEN takes responsibility for invoicing the Advertising Customers as well as the collection. The Screen Provider shall not be entitled to any remuneration insofar as FRAMEN has not been remunerated by the Advertising Customer. In the event of outstanding payments by an Advertising Customer, FRAMEN is obliged to send at least two reminders to the Advertising Customer. FRAMEN shall decide on how further to collect any outstanding claims at its own discretion. In this context, FRAMEN shall also be entitled to sell and assign outstanding claims with a discount to a third party. In such a case, the sales pro-

ceeds paid by the third party shall be deemed to be the remuneration received by the Advertising Customer. FRAMEN is not obliged to obtain legal title against an Advertising Customer in the event of non-payment by the Advertising Customer. If FRAMEN decides not to claim existing and due claims against an Advertising Customer in court, FRAMEN is obliged to assign the relevant claims against the Advertising Customer to the Screen Provider upon the Screen Provider's request and to provide the Screen Provider with the information necessary to assert the claims.

- 7.6. The Screen Provider is aware that the success of the agreed marketing of the Advertising Inventory is highly dependent on market conditions and the advertising environment and that any specific marketing success cannot be guaranteed. FRAMEN will perform its services with due care and the diligence of a prudent businessperson.
- 7.7. At FRAMEN's request, the Screen Provider shall support the marketing of the Screens by providing photos and videos of its Screens with the respective Content displayed.

8. Support

- 8.1. FRAMEN shall provide telephone support for the FRAMEN software and hardware provided by FRAMEN as well as for the Platform during the term of the contractual relationship from 9:00 a.m. to 5:00 p.m. on Mondays to Fridays (except on national holidays) and shall also accept notifications of malfunctions during this time.
- 8.2. Upon receipt of a notification of a malfunction or after FRAMEN itself has detected a malfunction, FRAMEN shall investigate the malfunction and eliminate the cause of the malfunction insofar as the malfunction is in the FRAMEN software or hardware or in the Platform or otherwise within FRAMEN's control. As far as is necessary for the elimination of malfunctions, FRAMEN may temporarily shut down its own system and thus also interrupt the playback of Programs on the Screens.
- 8.3. Any support requested by the Screen Provider with respect to Screens shall be provided by FRAMEN exclusively by way of remote maintenance via broadband remote access. FRAMEN will do this by remotely accessing the Screen Provider's account and/or player to perform the necessary error diagnostics.

9. Special obligations of the Screen Provider

- 9.1. The Screen Provider is responsible for the correct setup of the FRAMEN software and hardware and for the operation of the Screens. In doing so, the Screen Provider shall ensure that all legal and technical conditions are met so that FRAMEN can play out Programs on the Screens in accordance with the provisions of this Agreement. In particular, it shall correctly install the FRAMEN software, connect the FRAMEN hardware to its Screens and ensure that the Screens are connected to the Internet via broadband.
- 9.2. The Screen Provider is obliged to make all Screens connected to FRAMEN's system accessible in public or semi-public places and to set them up in a manner visible to the anticipated public at the places in question. The Screen Provider may not charge the audience for showing or making available the Programs displayed on the Screens. The Screen Provider warrants to install and operate the Screens connected to FRAMEN's system exclusively at the locations communicated to FRAMEN.

- 9.3. The Screen Provider will not operate Screens in locations that are likely to adversely affect the reputation of FRAMEN, Advertising Customers or Content suppliers. It shall ensure that no illegal Content is published on the Screens outside the Content displayed by FRAMEN and that no Content is displayed on the Screens that
- can be classified as pornographic or otherwise harmful to minors,
 - incites racial hatred, glorify or trivialise violence or glorify war,
 - promotes a terrorist organisation,
 - incites the commission of a crime,
 - contains defamatory statements,
 - violates the rights of third parties or
 - is otherwise unlawful.
- 9.4. The Screen Provider is obliged to inform FRAMEN immediately in the event of any disruptions in the playing of Programs on the Screens or in the use of the Platform or in other parts of FRAMEN's system.
- 9.5. To ensure optimal marketing of the Screens, the Screen Provider shall provide to FRAMEN all existing market research documents on the Screens (e.g. from DMI Digital Media Institute GmbH).
- 9.6. The Screen Provider undertakes to perform in good faith the further acts of cooperation required for successful marketing of the Screens and securing of the Content. The Parties are aware that the technical, legal and commercial prerequisites for successful marketing of the Screens operate in a dynamic market environment, which is why it is not possible to specify these contributory acts in concrete terms for the entire term of the Agreement. FRAMEN will formulate any new technical, legal and commercial measures and coordinate them with the Screen Provider in a timely manner in each case.
- 9.7. The Screen Provider is obliged to install or store the hardware (TV stick) provided to it by FRAMEN for the connection of Screens in such a way that it is protected against casual theft. If the hardware was stolen by a third party while it was in the possession of the Screen Provider, FRAMEN may claim damages from the Screen Provider for the stolen hardware. There shall be no claim for damages if the Screen Provider proves that the Hardware was adequately secured and that it was not otherwise at fault for the theft.

10. Rights of use

- 10.1. The Screen Provider shall grant to FRAMEN non-exclusive, territorially unrestricted rights of use to the Proprietary Content provided by it to the extent necessary for the provision of the service agreed to. In particular, the Screen Provider shall grant to FRAMEN, for the purpose of creating Programs and playing out these Programs or the Content on the Screens as well as within the Platform, the right to
- duplicate the Proprietary Content provided by it,
 - to edit it to the extent necessary to convert it into a file format suitable for redistribution; and
 - to make it publicly perceptible, publicly accessible, to broadcast and otherwise communicate it to the public using technical equipment, in particular to display Proprietary Content

on the Screen and thus to communicate it to the public, and to keep Proprietary Content stored for the Screen Provider on the Platform and to make it accessible to the Screen Provider.

- 10.2. The rights are granted in each case with the upload of the Proprietary Content to the Platform or the other transmission of Proprietary Content to FRAMEN. It shall end with the termination of the contractual relationship between the Screen Provider and FRAMEN.
- 10.3. In addition, the Screen Provider shall grant to FRAMEN the non-exclusive, territorially unrestricted right to all information on the Screens and their locations that it makes available to FRAMEN via the Platform or in any other way, including texts, photos and/or video recordings (hereinafter "Screen Information") for the duration of the contractual relationship and for six months thereafter, in each case, to use, edit, reproduce, distribute and make publicly available the Screen Information for the creation of and within the scope of
 - offers to Advertising Customers,
 - offers for Advertising Customers connected via SSPs and DSPs as well as third parties otherwise involved in marketing, and
 - other documents and advertising material for the marketing and for the marketing of FRAMEN.
- 10.4. The Screen Provider warrants to FRAMEN that it is entitled and able to grant rights of use to the extent set forth in this Section 10. FRAMEN is entitled to demand proof from the Screen Provider that it has the necessary rights of use.
- 10.5. The Screen Provider undertakes to indemnify FRAMEN and to hold it harmless against any and all claims, damages, costs etc. claimed against FRAMEN by a third party due to the infringement of rights in connection with the contractual use of the Proprietary Content provided by the Screen Provider. FRAMEN shall also be indemnified and held harmless against the necessary costs of its own legal defence in such cases. This is without prejudice to any claims for damages or other, more extensive claims by FRAMEN; however, payments based on the indemnification obligation shall be set off against such claims if FRAMEN would otherwise be in a better position without due reason.
- 10.6. For the duration of the playout of Programs controlled by FRAMEN on the Screens, FRAMEN shall grant to the Screen Provider the non-exclusive right, limited to the approved locations of the Screens, to use the displayed Content as part of the displayed Programs to the extent necessary to achieve the purpose of the Agreement, in particular to make it publicly perceptible on the Screens.

11. Remuneration

- 11.1. The Screen Provider is remunerated on a CPM (Cost Per Thousand Impressions) basis per campaign. FRAMEN will add new campaigns to the Screen Provider's dashboard on an ongoing basis. The CPM rate offered will be displayed separately for each campaign. Depending on the agreed Screen Manager Plan, the Screen Provider may have the option of approving or rejecting each campaign individually via the corresponding functions in the dashboard. As soon as the Screen Provider has approved a campaign, it is integrated into the Programs displayed on the Screen Provider's Screens. If the Screen Provider has neither approved nor rejected a campaign within 24 hours of it being added to the Screen Provider's dashboard, the campaign in question is automatically approved and integrated into the Programs.

- 11.2. If the agreed Screen Manager Plan provides for the mandatory use of the "Instant Approval" function or if the Screen Provider has decided to use the "Instant Approval" function in the dashboard, each campaign is automatically approved at the specified CPM rate. Campaigns that have been entered are integrated into the Screen Provider's Programs accordingly as soon as they have been added to the dashboard. In this case, the Screen Provider has the right to object as set out in section 7.3.
- 11.3. Unless otherwise stated, all prices are quoted net plus VAT at the statutory rate.
- 11.4. The Screen Provider shall only be entitled to remuneration for the display of Advertising Material if FRAMEN has been paid by the Advertising Customer. For the collection of outstanding claims by FRAMEN from the Advertising Customers, the provisions pursuant to clause 7.5 shall apply.
- 11.5. The Screen Provider shall not be entitled to any remuneration for displaying Advertising Material insofar as they are based on actions that are not permitted or are impaired by such actions. In particular, the following actions are not permitted:
- depositing inaccurate information about Screens on the Platform,
 - manipulations of FRAMEN's system carried out by or on behalf of the Screen Provider, e.g. manipulations for the purpose of triggering ad requests outside the Programs provided by FRAMEN or manipulations intended to influence the counting of plays of Advertising Material,
 - the triggering of ad requests by bots, automatic programs or similar devices independent of the Programs created and played out by FRAMEN or the manual triggering of ad requests by a person,
 - the playback of Programs on Screens if the Screen Provider or the operator of the Screen in question has charged an entry fee from the audience addressed,
 - the playout of Advertising Material, insofar as the Programs with the Advertising Material are not displayed in a manner visible to a public audience (e.g., playouts in rooms not accessible to the public) or are displayed in locations that are difficult to view,
 - the playout of Advertising Material, insofar as the Advertising Material is wholly or partially covered by other Content,
 - the playout of Advertising Material on a Screen located at a location other than the agreed location,
 - the playou of Advertising Material on Screens connected to multiple user accounts of the Platform.
- If FRAMEN detects actions with respect to a particular Screen that are not permitted, there shall be a rebuttable presumption that all Advertising Material displayed on the Screen in question are affected by the prohibited actions. If objective circumstances recognisable by FRAMEN show that the prohibited acts were limited to a certain period of time only, the above presumption shall apply to this period of time only.
- 11.6. The Screen Provider shall be billed by way of a credit note. By no later than the 20th working day of the month, FRAMEN shall prepare and send to the Screen Provider a credit note in the amount of the remuneration due to the Screen Provider for the preceding calendar month. The payment term of the credit note depends on the agreed Screen Manager Plan. The Screen Provider agrees that the credit notes shall be transmitted solely electronically.

- 11.7. FRAMEN shall be free to include in the credit notes issued any remuneration to which FRAMEN has a claim against the Advertising Customers concerned but which has not yet been paid to FRAMEN by the Advertising Customers and for which the Screen Provider's remuneration has not yet become due. FRAMEN reserves the right to reclaim the corresponding amounts from the Screen Provider and to correct the credit notes accordingly to the extent that payment by the Advertising Customers is ultimately not received.
- 11.8. Information about the billing-relevant key figures as well as the Screen Provider's credit balance shall be made available to the Screen Provider within the Platform. The numbers established by FRAMEN's ad server shall be authoritative for the count of the billing-relevant metrics (e.g. ad impressions, spots). The Screen Provider is at liberty to prove that the actual number differs from this. However, a deviation of no more than ten percent shall in any case remain irrelevant. If the Screen Provider demonstrates a deviation of more than ten percent between the actual numbers and the numbers determined by FRAMEN, the following rule shall apply to the number of billing-related metrics that exceed the ten percent deviation (hereinafter "Over-Deviation"):
- The Screen Provider shall immediately notify FRAMEN of the Over-Deviation by email to support@framem.io. The Parties shall jointly analyse the reason for the Over-Deviation and endeavour to remedy the cause thereof. Insofar as the cause is determined to be an error in the determination of the number of billing-relevant metrics by FRAMEN, the figures that would have been determined by FRAMEN without the error identified shall be deemed authoritative in the result. If the cause cannot be clearly determined, the Parties will average the number of billing-related metrics to that extent.
- 11.9. If there is a reasonable suspicion of prohibited acts within the meaning of clause 11.5, FRAMEN shall be entitled to withhold or adjust any payments to the Screen Provider in connection therewith. If FRAMEN discovers prohibited actions after a remuneration payment has already been made to the Screen Provider, the Screen Provider shall be obliged to repay the remuneration in question. FRAMEN shall be entitled to set off future remuneration claims of the Screen Provider against corresponding repayment claims.

12. Term, termination of Agreement

- 12.1. The term of the contract depends on the agreed Screen Manager Plan. If the agreed Screen Manager Plan does not contain any specifications regarding the term of the contract, the contract is concluded for an indefinite period. If the Screen Manager Plan only provides for a minimum contract term, the term of the contract shall be extended by the period of the agreed minimum term, but by a maximum of 12 months in each case, if it has not been terminated by either party at the end of the respective term. In the event of an automatic extension of the term and in cases where the contract is concluded for an indefinite period, the contract can be terminated with three months' notice, but in the event of an indefinite term only at the end of a calendar year.
- 12.2. The right to terminate the contract for good cause remains unaffected. Good cause shall be deemed to exist in particular if one of the Parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing contractual breach within a reasonable period of time or fails to remedy its consequences. Furthermore, good cause shall be deemed to exist if the Screen Provider violates the licensing conditions applicable to the Content, or if FRAMEN has reasonable grounds to suspect that the Screen Provider or the Proprietary Content provided by the Screen Provider violates applicable legal provisions, in particular criminal law provisions, laws for the protection of minors or the applicable advertising

guidelines. A reasonable suspicion exists as soon as FRAMEN has fact-based indications of a violation of legal provisions, in particular as of the initiation of an investigation against FRAMEN or the Screen Provider or as of the request for a statement by the competent authorities. Furthermore, good cause shall exist if enforcement measures have been taken against one of the Parties and have not been lifted within one month.

- 12.3. Any notice of termination must be given in text form. If FRAMEN provides the Service Provider with a termination function in the dashboard ("Cancel Button"), the Service Provider can also give notice by using this function as intended.
- 12.4. Upon termination of the contractual relationship, the Screen Provider undertakes to remove all tags, links and APIs of FRAMEN on its platform, to uninstall the FRAMEN software and to return hardware provided by FRAMEN to FRAMEN. In the event of failure to remove the hardware or failure to send the hardware by the Screen Provider, FRAMEN shall be entitled to charge the Screen Provider for the costs incurred by FRAMEN as a result.

13. Liability

- 13.1. FRAMEN shall be liable for damages of the Screen Provider only in case of culpable violation of essential contractual obligations (cardinal obligations). Essential contractual obligations are obligations the fulfilment of which is essential for the proper performance of the Agreement and compliance with which the Screen Provider does and may rely on. In the event of a breach of an essential contractual obligation due to minor negligence, liability shall be limited to the typically foreseeable damage, the occurrence of which FRAMEN ought to have expected at the time of the conclusion of the Agreement based on the circumstances known to FRAMEN at that time. FRAMEN is not liable for lack of economic success. The above limitations of liability shall also apply mutatis mutandis in favour of FRAMEN's employees, representatives and vicarious agents. Notwithstanding the foregoing, FRAMEN shall be liable in accordance with the statutory provisions for damages of the Screen Provider under the Product Liability Act, for injury to life, limb or health, in the event of an assumed warranty or if the damage was caused by FRAMEN or its vicarious agents through gross negligence or wilful misconduct.

14. Disruption of the contractual relationship in the event of force majeure

If contractual performance is not possible in whole or in part for reasons beyond FRAMEN's control, in particular due to force majeure, strike, due to statutory provisions, due to disruptions for which third parties are at fault and for whose actions FRAMEN is not responsible for (e.g. other providers), network operators or service providers or for comparable reasons, FRAMEN's obligation to perform shall be suspended for the period of the disruption. If the Parties have agreed on a fixed contractual term, FRAMEN may demand that the contractual term be extended by the period during which the disruption existed. If contractual performance is not possible in whole or in part for reasons for which the Screen Provider is responsible, the statutory provisions shall apply in each case.

15. Data privacy

- 15.1. The Parties agree as a matter of principle that the Parties shall not process any personal data of the other Party under this Agreement. This does not include the operative commercial execution of this Agreement (such as the storage of the Parties' contact persons details).
- 15.2. Insofar as the Screen Provider uploads Proprietary Content to the Platform that constitutes or contains personal data, the provisions of the Data Processing Agreement pursuant to Annex 1

to the “General Terms and Conditions of FRAMEN GmbH for the Use of the FRAMEN Platform for Own Content” shall apply.

- 15.3. For technical reasons, it is necessary for the agreed payout of Content on the Screens that a corresponding signal with the authorization to play out the Content is transmitted to the connected vendors. The Screen Provider hereby authorizes FRAMEN to control this signal.

16. Confidentiality

- 16.1. The Parties undertake to treat as confidential all information which becomes known to the other Party or to the persons entrusted by it in connection with this Agreement and which is not in the public domain (Confidential Information). This applies in particular to all information about internal matters, i.e. also business and operational processes of the respective Party. Confidential Information also includes information that becomes known during an oral presentation or discussion. Confidential Information may only be used for the purpose of executing the Agreement. The obligation of confidentiality applies regardless of whether the information in question is expressly marked as confidential or not.
- 16.2. Both Parties agree to treat the information received with the same care as their own internal company information and to disclose or make it available only to the necessary employees and not to any third parties, with the exception of employees of affiliated companies (section 15 et seq. German Stock Corporation Act (AktG)) or advisors bound to professional secrecy whose involvement is necessary for the realisation of the purposes of this Agreement. The Parties will ensure that the affiliated companies (Sections 15 et seq. AktG) to which one Party makes confidential documents and information available are bound to the same degree of confidentiality as the Parties to this Agreement.
- 16.3. The obligation to maintain confidentiality does not apply to information that
- is already known to the public at the time of transfer,
 - has subsequently become generally known without any breach of the obligations contained in this Agreement,
 - the receiving Party has verifiably received from third parties lawfully, in particular without breaching existing confidentiality obligations, or
 - was approved for disclosure in writing by the other Party.

Furthermore, the obligation to maintain confidentiality shall not apply to information which must be disclosed due to mandatory statutory provisions, a final court decision or an official order or which is required for the legal enforcement of a Party’s own claims against the respective other contracting Party.

- 16.4. The confidentiality obligation shall continue beyond the term of the Agreement with respect to all Confidential Information to the extent and as long as such Confidential Information is or will not be in the public domain.
- 16.5. Press releases as well as other public announcements to third parties about the business relationship between FRAMEN and the Screen Provider or regarding the details of agreements made require the prior approval of FRAMEN.

17. Final provisions

- 17.1. To the extent that these GTC provide for the transmission of declarations or information by FRAMEN to the Screen Provider, such transmission shall generally be in text form (email is sufficient) to the email address provided by the Screen Provider.
- 17.2. Amendments and addenda to a concluded contract as well as deviations from these GTC must be made in text form. In the case of amendments and addenda to the Agreement, this shall also apply to the cancellation of the clause requiring text form. Notwithstanding the foregoing, these GTC may also be amended by FRAMEN communicating the intended amendment on the Platform and the Screen Provider declaring its consent to the amendment by using any function provided for this purpose on the Platform.
- 17.3. In the event that a provision of this Agreement is or becomes invalid, this shall have no bearing on the validity of the remaining provisions of this Agreement. The invalid provision shall be replaced by a provision that comes as close as legally possible to the Parties' intention. The same applies in the event of a regulatory gap.
- 17.4. The contractual relationship shall be governed exclusively by the laws of the Federal Republic of Germany. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.
- 17.5. If the Screen Provider is a merchant, a legal entity under public law or a special fund under public law, the exclusive place of jurisdiction for all claims arising from the Agreement shall be Berlin-Mitte. However, FRAMEN may also sue the Screen Provider at its general place of jurisdiction.
- 17.6. The terms of the GTC are a translation of the GTC in German language and are for reference purpose only. In case of inconsistencies between the German text of these GTC and the English text version of the GTC, the German version prevails.