

General terms and conditions of FRAMEN GmbH for advertising on digital displays

1. Scope

1.1. The following General Terms and Conditions (hereinafter referred to as „GTC“) shall govern the relationship between FRAMEN GmbH (hereinafter referred to as „FRAMEN“) and client (hereinafter referred to as „Client“) in connection with the placement and processing of advertising Advertising Orders for digital Screens marketed by FRAMEN, unless otherwise agreed in text form. The Client may access, print, download, or save these GTC at any time at <https://framen.com/terms/ads-manager/>. These GTC govern both the placing of advertising Advertising Orders by conventional by the use of the FRAMEN Ads Manager.

1.2. Terms and conditions of the Client which deviate from these GTCs shall not apply unless their validity has been expressly confirmed by FRAMEN.

1.3. The offers of FRAMEN are exclusively directed to companies in the sense of § 14 BGB (German Civil Code).

2. Definitions

2.1. „Screen“ within for the purposes of these GTC means a digital display panel marketed by FRAMEN on which advertising and other content can be displayed and made perceptible to a large number of people.

2.2. „FRAMEN Network“ means the entirety of all Screens marketed by FRAMEN.

2.3. „Offer“ within the meaning of these GTC is any offer by FRAMEN for the placement and publication of one or more Advertising Media on Screens in the FRAMEN Network for the purpose of making them publicly perceptible. Unless expressly designated as a binding offer, offers by FRAMEN are subject to change, i.e. not binding, and are subject to the availability of the services offered.

2.4. „Advertising order“ within the meaning of these GTC is the offer of the client for the placement and publication of one or more advertisements or other Advertising Media (hereinafter collectively referred to as „advertising media“ or „advertisement“) of an advertiser or other advertiser (hereinafter collectively referred to as „advertiser“) on Screens for the purpose of making them perceptible. The Advertiser may be an agency or an Advertiser directly.

2.5. „FRAMEN Ads Manager“ within the meaning of these GTC is an online platform accessible via the FRAMEN website, on which the Client can manage digital advertising media, place advertising orders independently and call up and view reports on the

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progress of an advertising campaign ordered via the platform.

2.6. „Self-booking“ within the meaning of these General Terms and Conditions is the placing and administration of an advertising order via the FRAMEN Ads Manager including the provision of the associated digital advertising media by the Client and the provision of the reports by FRAMEN.

2.7. „Advertising Media“ within the meaning of these GTC is any content intended for advertising purposes, which may consist, inter alia, of one or more of the following elements: Image and/or Text and/or Moving Images.

3. Conclusion of contract

3.1. By placing an Advertising Order, the Client makes an offer to FRAMEN to conclude a contract for the placement of Advertising Media on Screens in the FRAMEN Network. FRAMEN may accept the offer of contract by an express declaration to the Client. The publication of the Advertising Media (in case of several Advertising Media of the first Advertising Media) on the Screens marketed by FRAMEN shall be equivalent to an express declaration of acceptance. Upon acceptance of the offer, the contract between the Client and FRAMEN is concluded.

3.2. If FRAMEN has submitted a binding offer to the Client for the placement of Advertising Media, the contract shall be concluded in deviation therefrom by a declaration of acceptance by the Client in text form.

3.3. In Advertising Order to place an Advertising Order, the Client may use the functions of the FRAMEN Ads Manager provided for this purpose. In this case, the special provisions pursuant to clause apply.

4. Use of the FRAMEN Ads Manager

4.1. The use of the FRAMEN Ads Manager requires a registration of the Client with FRAMEN and the creation of a user account for the FRAMEN Ads Manager. The Client is obliged to provide the data collected during registration truthfully and completely. In the event of a subsequent change in the data, the Client must update the relevant information without delay or – if this is not possible – notify FRAMEN of the changes without delay.

4.2. By sending the online registration form to FRAMEN, the Client makes an offer to FRAMEN to conclude a contract on the use of the FRAMEN Ads Manager. FRAMEN may accept the offer of a contract by an express declaration to the Client. The enabling of access to the FRAMEN Ads Manager is equivalent to an express declaration of acceptance. With the acceptance of the offer, a corresponding usage contract comes into effect as a framework contract between the Client and FRAMEN.

4.3. The access of the Client to the FRAMEN Ads Manager is only possible with the

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help of the email address of the Client and an individual password (hereinafter „Access Data“). The Client must keep the Access Data secret and protect it from access by unauthorized third parties. If the Client has lost the Access Data or if the Client discovers or suspects that its Access Data is being used by a third party, it informs FRAMEN immediately.

4.4. The FRAMEN Ads Manager enables to independently set up of an advertising campaign related to the placement of Advertising Media on Screens, including specifications, regarding budget, time schedule, and target group. By creating a corresponding advertising campaign in the FRAMEN Ads Manager, the Client makes an offer to FRAMEN to conclude a contract for the placement of Advertising Media on Screens with the parameters set up by the Client. FRAMEN may accept the contract Advertising Offer by means of an express declaration to the Client. The publication of the first Advertising Media on the Screens marketed by FRAMEN shall be equivalent to an express declaration of acceptance.

4.5. FRAMEN will start playing out the Advertising Material as soon as advertising space is available on the Screens.

4.6. If the Client has configured an advertising campaign without an end date, FRAMEN will play the campaign until the Client ends the campaign in the FRAMEN Ads Manager itself. To do this, the Client must change the status of the campaign to „Off“. A campaign terminated in this way can be reactivated later at any time by changing the status.

4.7. In the event of a termination or of a pause of an advertising campaign configured without an end date, it is possible that the Advertising Media of the Client will still be displayed up to 24 hours after termination has taken place. The advertising placements that take place during this period are to be paid for by the Client.

5. Placing of Advertising Orders by agencies

5.1. If agencies place Advertising Orders, the contract shall be concluded between FRAMEN and the agency, subject to other agreement in text form. The agency shall be obliged to provide FRAMEN, upon request, with proof of trade via an excerpt from the commercial register, from which the mediation of advertising orders becomes evident, and with proof of mandate.

5.2. Advertising Orders from advertising and media agencies will only be accepted for advertisers precisely named. Advertising for the products or services of an advertiser other than the one specified in the booking shall, in any case, require the prior consent of FRAMEN in text form.

5.3. To the extent that the granting of agency commission is not excluded, an intermediary fee of 15% on the invoice net, i.e. on the invoice total without VAT after deduction of any and all discounts, shall be remunerated for all Advertising Orders for

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the placement of Advertising Media placed via an advertising agency recognised by FRAMEN. No agency commission is granted for setup fees, technical costs, remuneration for creative services or any targeting products.

5.4. When an Advertising Order is placed by an agency, FRAMEN reserves the right to also send any booking confirmations to the agency's client.

6. Delivery of advertisements

6.1. If only a total advertising volume is stipulated in the Advertising Order, FRAMEN will carry out the placement and scheduling of the individual Advertising Media placements depending on the availability of advertising space on the Screens at its reasonable discretion, taking into account the recognisable interest of the Client. Unless expressly agreed otherwise, the Client has no right to demand that an advertising placement be made on very specific Screens or on all Screens of a possibly selected category of Screens.

6.2. If a Client books with FRAMEN the placement of Advertising Media on digital advertisements which are not exclusively marketed by FRAMEN, or Advertising Media of third party screens, FRAMEN cannot give a binding commitment on the date of placement of Advertising Media and on a corresponding reporting. Any information on publication dates is therefore non-binding in each case and may be subject to change.

6.3. In the case of Advertising Orders placed via the FRAMEN Ads Manager, the scheduling of the playout of the Advertising Media depends on the availability of suitable advertising space on the Screens. The playout may therefore not be continuous. The Client has no right to demand that an Advertising Media be displayed on specific screens or on all screens of a selected category of screens if any.

6.4. Screen Operators have sovereignty of the Screens marketed by Framen. FRAMEN therefore reserves the right to shift the booked Advertising Material and to change the placement of the Advertising Material within the Screens. If Advertising Material is to be published only on certain dates or on certain areas on the Screens, an explicit contract with FRAMEN is required. A minor repositioning of the Advertising Media within the agreed environment is possible if the repositioning does not have a significant detrimental effect on the advertising effect of the Advertising Media. Advertising Orders with specific placement specifications for Advertising Media must be received by FRAMEN in good time so that the Client can still be informed prior to publication if the Advertising Order cannot be executed in the desired manner.

6.5. Advertising Media are delivered by FRAMEN as standard multiscreen (vertical and horizontal). FRAMEN is free to distribute the Advertising Material across the Screens. After consultation and corresponding adjustment of the Advertising Order, FRAMEN restricts the playout to certain Screens or distributes the playout according to the contract.

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6.6. Competing advertisements is not excluded.

6.7. FRAMEN will place the Advertising Media – unless explicitly regulated differently in a special contractual agreement - on the Screens during the booked period and/or until the booked media performance has been achieved. FRAMEN will report to Client on the number of ad impressions delivered during the campaign in a format specified by FRAMEN. Non-active Screens will not be included in the reporting. For long-term campaigns, actual billing will be done on a monthly basis. In the event of under-delivery, FRAMEN will - to the extent possible and appropriate - make a subsequent delivery of the contractually agreed ad impressions. The subsequent delivery shall take place – subject to any specific contractual agreement in text form - during or following the period agreed in the contract.

6.8. Unless expressly stated otherwise in text form, documentation of the playout of Advertising Media by means of photos, screenshots, videos or in a similar manner is not part of FRAMEN's Advertising Offer. Unless expressly agreed otherwise in text form, Client shall have no claim against FRAMEN for the creation and provision of such documentation.

6.9. For the counting of the billing-relevant metrics (e.g. ad impressions, spots), the number determined by the ad server of FRAMEN is decisive in each case. The Client is at liberty to prove that the actual number deviates from this. However, a deviation of no more than 10% shall remain irrelevant in any case.

6.10. If, in accordance with clause 6.9, the Client demonstrates a deviation of more than 10% between the actual figures and the figures determined by FRAMEN, the following regulation shall apply to the number of billing-relevant metrics that exceed the 10% deviation (hereinafter "Over-Deviation"):

The Client shall notify FRAMEN of the over deviation immediately and, as far as possible, during the campaign period by e-mail to support@framem.com. The Parties shall jointly analyse the reason for the Over-Deviation and endeavour to remedy the cause thereof. To the extent that the cause is determined to be an error in FRAMEN's determination of the number of billing-related metrics, the result shall be deemed to be the numbers that would have been determined by FRAMEN in the absence of the determined error. If the cause of the Over-Deviation cannot be clearly determined, the over-deviation shall be split between the Parties.

6.11. In case of using the FRAMEN AdsManager, the Client can view reports with the relevant key figures of its advertising campaigns in its user account.

7. Obligations of the Client, labelling of Advertising Material, right of refusal

7.1. The Client is responsible for ensuring that the content provided by him, in particular his Advertising Material, as well as all websites, apps or other content to which an Advertising Material of the Client refers, e.g. by means of QR codes or short links, are designed in such a way that they do not violate any applicable laws and regulations

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and, in particular, comply with all applicable youth protection, press, competition, data protection, criminal and media service regulations.

7.2. In the event of a breach of clause 7.1, the Client shall indemnify FRAMEN against all and every possible costs incurred by FRAMEN as a result, including the costs of legal defence of FRAMEN, upon first request. FRAMEN shall not be obliged to check the Advertising Media prior to placement and publication of the Advertising Media.

7.3. FRAMEN reserves the right to reject Advertising Media, including without being limited to, if their content violates any applicable laws or regulations or if their content has been objected to by the German Advertising Council in a complaint procedure or if their publication violates the rights of third parties or the interests of FRAMEN or the Screen operators due to their content, design, origin or technical form. The rejection of an advertising medium shall be communicated to the Client without undue delay. FRAMEN reserves the right to object to Advertising Media whose appearance corresponds to an editorial design. Advertising Media which have an editorial design must be clearly distinguishable from the basic typeface of the respective Screen and must be marked with the word "Advertisement". Advertising Media that are not recognizable as an advertising publication due to their design will be marked as such by FRAMEN with the word "Advertisement".

7.4. Advertising Media containing advertising by or for third parties (joint advertising) require the prior consent of FRAMEN in text form in each individual case. The advertisers are to be named. FRAMEN reserves the right to levy a combination surcharge or a deviating discount.

7.5. If an Advertising Media refers to websites, apps or other content, e.g. by means of QR codes or short links, the Client must ensure that the content in question is available for the entire duration of the campaign in question.

7.6. If the Client has already been warned or will be warned because of the content of an Advertising Material or if the Client has given or will give a declaration to cease and desist, the Client is obliged to inform FRAMEN about this immediately. If the Client fails to comply with this obligation, FRAMEN shall not be liable for any damage incurred by the Client due to a repeated publication of the objected Advertising Material.

7.7. FRAMEN shall be entitled to interrupt the placement and publication of the booked Advertising Media if the Client has changed the content referred to by means of QR codes or Short Links and/or if there is a suspicion of an illegal Advertising Media and/or illegal content referred to and/or the infringement of third party rights and/or if the Client is in default with the payment of the agreed remuneration. This shall apply in particular in cases of assertion of claims of third parties against FRAMEN or the Client due to the placement and publication of the booked Advertising Media or in case of investigations by state authorities due to such contents. FRAMEN's claim to remuneration shall remain unaffected thereby.

8. Provision of Advertising Material

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8.1. It is incumbent on the Client to deliver or make available any Advertising Materials in due form, in particular in accordance with the format and the technical specifications of FRAMEN for the creation and transmission of Advertising Materials, including all content, information, data, files and other materials required for the Advertising Materials (hereinafter " Advertising Materials "), in a complete, error-free and virus-free manner, in good time, i.e., unless otherwise agreed, at the latest 5 working days before the planned publication, and to mark them sufficiently for use by FRAMEN. Unwanted publication results, which can be traced back to a deviation of the Client from the specifications and recommendations of FRAMEN, shall not lead to any claim for price reduction. FRAMEN is not obliged to check the provided contents for completeness and correctness.

8.2. FRAMEN's costs for changes to the Advertising Materials requested by the Client or for which the Client is responsible shall be borne by the Client.

8.3. Prior to the digital transmission of Templates, the Client ensures that the transmitted files are free of computer viruses. The Client shall in particular be obliged to use commercially available protection programs for this purpose, which must be up-to-date in each case. If FRAMEN discovers sources of damage of the aforementioned kind on a transmitted file, FRAMEN will no longer make use of this file and will delete it, to the extent necessary for the prevention or limitation of damage. Client cannot assert claims for damages for such deletion. FRAMEN reserves the right to claim damages from the Client in the event that FRAMEN has suffered damage as a result of such sources of damage infiltrated by the Client.

8.4. If Advertising Media are not delivered on time, incomplete and/or not in accordance with the technical specifications, FRAMEN shall be entitled to fill the envisaged placements with other advertisement until proper provision has been made. The fulfillment of the contractual duties will then be made up for at FRAMEN's discretion. The Client is nevertheless obliged to pay the full placement price.

8.5. If an Advertising Order is not carried out or is carried out incorrectly because the Client has violated its obligations to cooperate, in particular has not delivered Templates on time, has delivered incomplete and/or defective or incorrectly marked Templates, FRAMEN shall nevertheless be entitled to the agreed remuneration.

8.6. Independent of the delivery of the digital Advertising Media, an Advertising Order with motif identification is required in each case. The delivery of the Advertising Material alone does not constitute the placing of an Advertising Order.

8.7. The parties shall each appoint a responsible person for any necessary coordination.

8.8. When using the FRAMEN Ads Manager, the Advertising Material is transmitted exclusively via the upload functions of the tool provided for this purpose.

9. Warranty

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If the delivery of an Advertising Media does not take place as contractually owed, the Client shall be entitled to a reduction in payment or a flawless substitute placement, but only to the extent that the purpose of the publication was impaired. FRAMEN shall have the right to refuse a substitute insertion if

(a) this would require an effort which, taking into account the content of the contractual relationship and the principles of good faith, would be grossly disproportionate to the Client's interest in performance, or

(b) this would only be possible for FRAMEN at disproportionately high costs. If an unreasonable period of time elapses before FRAMEN replaces the publication the or if the replacement publication is again not faultless, Client shall be entitled to a reduction in payment or to cancel the Advertising Order. In case that a defect is insignificant or if corrected Advertising Material has been published, the cancellation of the Advertising Order is excluded.

10. Liability

10.1. FRAMEN shall be liable for all damages suffered by the Client, whether arising from a breach of contractual obligations or from tort, in accordance with the following provisions:

(a) In case of gross negligence, the liability shall be limited to the compensation of the typical foreseeable damage; this limitation shall not apply if the damage was caused by legal representatives or executive employees of FRAMEN.

(b) In the event of simple negligence FRAMEN shall only be liable if an essential contractual obligation has been breached, a guarantee has been assumed or fraudulent misrepresentation has been made. Material contractual obligations are obligations the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the Client relies and may rely. In such cases, liability is limited to the typical foreseeable damage. In the event of liability only for the typical foreseeable damage, there shall be no liability for indirect damage, consequential damage or loss of profit.

10.2. All claims against FRAMEN arising from a breach of contractual duty shall become statute-barred one year after the statutory commencement of the limitation period, unless they are based on intentional or grossly negligent conduct.

10.3. In the case of claims under the product liability act and in the case of injury to life, body or health, FRAMEN shall be liable without limitation in accordance with the statutory provisions

11. Prices, billing

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11.1. The agreed prices shall apply in each case. All price quotations are net plus value added tax at the statutory rate.

11.2. FRAMEN is entitled to change the prices at any time with effect for the future. Price changes for advertising contracts shall be effective if they are announced by FRAMEN at least one month before publication of the advertisement; in this case the Client shall have a right of withdrawal. The right of withdrawal must be exercised in text form within 14 days after receipt of the notification of the price increase. The right of withdrawal does not apply to Advertising Orders that are processed in a continuing obligation. In this case, changes to the price list come into effect immediately, unless a different contract has been expressly made.

11.3. Invoicing shall take place on a monthly basis in accordance with the performance of the service. Invoicing may also relate to parts of the Advertising Order. The final invoice shall be issued at the end of the complete performance of the service, unless otherwise agreed in the individual case.

11.4. All invoices are due for payment net cash immediately upon receipt, unless otherwise agreed in these GTC or in text form in individual cases. A discount of 1 % of the invoice amount including VAT shall be granted in case of advance payment of the total invoice amount prior to the commencement of the performance of the service or in case of a direct debit authorization granted at the latest upon placing the Advertising Order and still in place at the payment date. FRAMEN reserves the right to demand advance payment prior to the first publication for justified reasons, such as the commencement of a new business relationship. If direct debiting has been agreed upon for the payment of the invoice, FRAMEN shall be obliged to inform the Client in advance of the amount and date of the debit. The pre-notification shall take place at the latest one working day before the account is debited.

11.5. The Client may only set off against claims of FRAMEN with an undisputed or legally established claim or a counterclaim in each case arising from the same contractual relationship. The Client shall only be entitled to exercise a right of retention if the counterclaim is undisputed or has been legally established and in each case is based on the same contractual relationship.

11.6. If the Client is in arrears with payment, FRAMEN may defer further execution of the advertising Advertising Order until payment has been made in full and demand advance payment for outstanding services.

11.7. In the event of justified doubts as to the Client's ability to pay, FRAMEN shall be entitled, even during the term of a contract, to make the further placement of the Advertising Media dependent on the advance payment of any amount and on the settlement of outstanding invoice amounts, irrespective of any originally agreed term of payment.

11.8. The amounts invoiced to the Client may be subject to taxes and duties. The Client

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is responsible for bearing and paying any taxes due on its transactions. The Client shall indemnify FRAMEN against all claims arising from any failure to do so.

12. Group discounts

12.1. If a joint discount applies to affiliated companies, proof of the group status of the advertiser is required in text form. Affiliated companies within the meaning of this provision are companies between which there is a participation in the company capital of at least 50 %. The group status is to be proven in the case of corporations by confirmation of an auditor or by submission of the last annual report, in the case of partnerships by submission of an extract from the commercial register at the request of FRAMEN.

12.2. The group rebate must be claimed at the latest when the contract is concluded. A later assertion will not be recognized retroactively.

12.3. Group discounts outside the price list shall in any case require express confirmation by FRAMEN in text form. Group discounts are only granted for the duration of the affiliation to the group. The termination of the affiliation to the group must be notified immediately; with the termination of the affiliation to the group, the group discount ends.

13. Granting of rights

13.1. The Client is responsible for ensuring that the Templates provided by it, in particular its Advertising Material, do not infringe the rights of third parties. In particular, the Client guarantees to be the owner of all rights of use and exploitation required for the placement and publication of the Advertising Material - as necessary for the performance of the contract - provided by the Client and to be entitled to make use of them. In the case of a creation of Advertising Material by FRAMEN, Client furthermore declares to be the owner of all rights necessary for the creation of the Advertising Material. In this respect the Client indemnifies FRAMEN from any and all claims of third parties on first demand. This also includes the costs of the legal defence of FRAMEN. The Client is obliged to support FRAMEN with any information and documents in the legal defence against third parties.

13.2. The Client grants to FRAMEN the non-exclusive copyrights, ancillary copyrights, trademark rights and other rights necessary for the creation and publication of the Advertising Material on the Screens or, as the case may be, in other agreed media, in particular the right to duplicate, distribute, publicly reproduce and exhibit as well as the right to record in and retrieve from a database and the archive right, in terms of time and content to the extent necessary for the performance of the contract. FRAMEN shall also be granted the right to self-promote FRAMEN for an unlimited period of time, including the right to use Advertising Materials and the achieved KPIs of the respective campaign as a show or industry case and to reproduce, distribute and make Advertising Materials publicly available for this purpose. The aforementioned rights are transferred in all

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cases without any local restrictions and are freely transferable to third parties.

13.3 The granting of rights also includes the right to edit the Advertising Media, insofar as this is necessary for the agreed playout on the Screens and, if applicable, in other media, and to use the edited Advertising Media to the extent regulated in Section 2.

13.4 Any concepts on which FRAMEN's offers are based may be legally protected and must be treated confidentially by the Client. In particular, these concepts may neither be passed on to third parties in their original or modified form nor used by the Client for its own purposes outside the execution of the contract.

13.5. If a graphic file or in any other way the name, the logo, the company mark, the trademark, a work title or any other business designation is used in connection with the Advertising Material, the Client shall grant FRAMEN the non-exclusive, non-transferable right to use the graphic file and/or the corresponding signs in the respective Advertising Material as foreseen in the e contract.

13.6. Advertising motifs ("promotions") designed by FRAMEN for the Client may only be used for advertisements on the Screens booked for this purpose with FRAMEN. Further rights are not granted.

14. Term and Termination

14.1. The contract ends with the expiry of the agreed contract period.

14.2. If the parties have not agreed on a specific term of the contract, the placement of the Advertising Media shall, in case of doubt, be called off by the Client within six months of the conclusion of the contract.

14.3. If the Client has set up an advertising campaign in the FRAMEN Ads Manager without an end date, the corresponding contract shall run for an indefinite period. It may be terminated by the Client at any time by changing the status of the campaign. FRAMEN may terminate such a contract at any time.

14.4. The framework contract on the use of the FRAMEN Ads Manager may be terminated as such by the parties at any time with effect from the end of the calendar month following the termination. The termination of the framework contract on the use of the FRAMEN Ads Manager shall in each case also be deemed to be a termination notice of any ongoing contracts between the Client and FRAMEN that have been concluded using the FRAMEN Ads Manager. In such a case, the framework contract on the use of the FRAMEN Ads Manager shall only end at the end of the calendar month following the month in which the date of termination of the last corresponding contract falls. Upon effect of termination of the framework contract on the use of the FRAMEN Ads Manager, the Client's access to the FRAMEN Ads Manager shall be blocked.

14.5. The right to extraordinary termination for good cause remains unaffected. A right

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to termination without notice for good cause exists in particular if one of the parties repeatedly breaches a material contractual obligation despite a written warning, fails to remedy a continuing breach of contract within a reasonable period of time or fails to remedy its consequences, a warning has been issued against one and/or both parties and/or against a medium marketed by FRAMEN as a result of a performance under the contract and/or an injunction has been obtained or FRAMEN has reasonable grounds to suspect that Client or the contents made available by Client violate applicable legal law or regulations, in particular provisions of criminal law, laws for the protection of minors or the applicable advertising guidelines. A reasonable suspicion exists as soon as FRAMEN has factual indications of a violation of legal provisions, in particular from the initiation of preliminary proceedings against FRAMEN, the Client and/or against the Screen provider marketed by FRAMEN or from the request for a statement by the competent authorities. Furthermore, an good cause for extraordinary termination exists if enforcement measures have been taken against one of the contracting parties and have not been lift-ed within one month.

15. Availability of FRAMEN Ads Manager, Maintenance

15.1. FRAMEN will endeavor to provide the continuous availability and error-free functionality of the FRAMEN Ads Manager. However, the Client acknowledges that already for technical reasons and due to the dependence on external influences, e.g. within the framework of the telecommunications networks, an uninterrupted availability of the FRAMEN Ads Manager is not feasible.

15.2. FRAMEN occasionally carries out maintenance work on the FRAMEN Ads Manager systems to ensure operation and for the purpose of expanding the tool, which may lead to a temporary impairment of usability. If possible, FRAMEN will carry out the maintenance work during periods of low use.

16. Disruption of the contractual relationship in the event of Force Majeure

If the performance of a contract is not possible in whole or in part for reasons for which FRAMEN is not responsible, in particular due to Force Majeure, strike, due to statutory provisions, due to disruptions from the area of responsibility of third parties whose actions FRAMEN is not responsible for (e.g. other providers), network operators or service providers or for comparable reasons, the parties agree already now on performance after expiry of the agreed contract period. The claim to remuneration remains unaffected by this. If the performance of a contract is not possible in whole or in part for reasons for which the Client is responsible, the statutory provisions shall apply in each case.

17. Third Party Involvement

17.1. The Client shall require the prior consent of FRAMEN in text form for the full or partial transfer of its rights and obligations under the contract.

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17.2. FRAMEN is entitled to use third parties to fulfil its obligations arising from the advertising Advertising Order.

18. Confidentiality, Press

18.1. Unless otherwise agreed in text form, the contracting parties shall treat as strictly confidential details of the contractual relationship, in particular the prices and conditions, as well as any business secrets of which they become aware directly or indirectly through the other party in the course of the performance of the contract. The obligation to maintain confidentiality shall not apply to information that is

- are already known to the public at the time of transfer
- the receiving party has demonstrably received lawfully from third parties, in particular without breaching existing confidentiality obligations,
- were already generally known at the time the contract was concluded, or
- has subsequently become generally known without any breach of the obligations contained in this contract (public information).

Furthermore, the obligation to maintain confidentiality shall not apply to information that must be or may be disclosed due to mandatory legal provisions, a final court decision or an official administrative order or that is required for the legal enforcement of own claims against the respective other contracting party. FRAMEN shall furthermore be entitled to disclose the contents of the Advertising Order to third parties engaged in accordance with clause 17.2. as well as to affiliated companies in accordance with §§ 15 et seq. of the German Stock Corporation Act. German Stock Corporation Act.

18.2. The obligation of confidentiality shall survive the term of the contract with respect to all confidential information to the extent that and until such confidential information is or becomes public knowledge.

18.3. FRAMEN is entitled to forward the gross advertising revenues of the Client and advertiser at product level to Nielsen Media Research or comparable institutions for publication.

18.4. Press releases as well as other public announcements to third parties concerning the business relationship between FRAMEN and the Client or concerning the details of contracts made require the prior approval of FRAMEN in text form. This also applies to logo publications for logos supplied by FRAMEN.

19. Data protection and use of anonymous data

The Parties agree that, as a matter of principle, the Parties shall not process any personal data of the other Party within the scope of this contract. This does not apply to the operational and commercial execution of this contract (such as the storage of contact persons of the parties).

20. Contract cancellations before the start of the service provision

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The Client may cancel contracts after they have been concluded in accordance with the following conditions:

20.1. Cancellations of contracts must be made in text form to the attention of the Client's contact person at FRAMEN. FRAMEN grants a cancellation free of charge up to three weeks before the agreed start of the placement of Advertising Media. The date of receipt of the notification by FRAMEN shall be decisive for the date of cancellation. If this cancellation deadline is not met, the Client shall pay 30 % of the net Advertising Order value plus VAT. Cancellation is excluded after the agreed start of placement.

20.2. The following forms of advertising are subject to different deadlines or compensation payments:

(a) In the case of crossmedia offers, competitions and influencer campaigns, cancellations are free of charge six weeks before the agreed start of placement. Thereafter, 30 % of the net Advertising Order value plus VAT shall be payable. Cancellation is excluded after the agreed start of placement.

(b) In the case of cooperations, cancellations are possible free of charge up to six weeks before the agreed start of placement. Thereafter, 70 % of the net Advertising Order value must be paid. Cancellation after the agreed start of placement is also excluded here.

(c) In the case of daily fixed placements, cancellations are possible free of charge up to three weeks before the agreed start of placement. Thereafter, 70 % of the net Advertising Order value must be paid. Cancellation is also excluded here after the agreed start of placement.

20.3. Technical costs and costs for creative services incurred for the booking up to the time of cancellation will be charged to the Client in full.

21. Final provisions

21.1. Any additional terms and conditions contained in FRAMEN's price list shall apply in addition to these GTC.

21.2. Insofar as these GTC provide for the transmission of declarations or information by FRAMEN to the Client, such transmission shall generally be made in text form by e-mail to the e-mail address provided by the Client.

21.3. Amendments and supplements to a concluded contract as well as deviations from these GTC must be made in text form. In the case of amendments and supplements to the contract, this also applies to the cancellation of the text form clause. Notwithstanding the foregoing, these GTC may also be amended by FRAMEN communicating the intended amendment on the Platform and the Client declaring its consent to the amendment by using any function provided for this purpose on the

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Platform.

21.4. The contractual relationship shall be governed exclusively by the law of the Federal Republic of Germany. The application of the UN Convention on contracts for the International Sale of Goods (CISG) is excluded.

21.5. If the Client 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 User contract shall be Berlin-Mitte. However, FRAMEN may also sue the Client at its general place of jurisdiction.

21.6. The terms of the GTC are a translation of the GTS 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.

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