

GENERAL TERMS AND CONDITIONS FOR LONG-TERM ADVERTISING

(translation for convenience only *)

1 Scope

- 1.1 These General Terms and Conditions apply to all contracts rendered by companies of the Ströer Group ("Stroer") regarding all offers and performances of outdoor advertising on different analogue and digital advertising media, advertisements in the press and in brochures (incl. flyers and pamphlets) as well as Promotional Media, also known as event Media (i.e. the implementation of direct marketing and sales promotions in areas open to the public such as train stations, shopping malls, and pedestrian zones) of basic terms, usually measured in years and months, with a minimum term of at least six months or longer ("long-term advertising").
- 1.2 Long-term advertising takes place in advertising spaces located on property, in and on means of transportation, or in/on third party buildings or in/at consumer markets operated by third parties (together hereafter referred to as „advertising spaces“) for which Stroer has obtained the right of use for advertising purposes from an entitled party (together hereafter referred to as „site owner“).
- 1.3 The contract for long-term advertising includes - depending on the contractual agreement in the context of placing the order – the posting, display or broadcasting of the advertising material or the other implementation of advertising measures during the agreed advertising period ("media service") and, if applicable, further services such as the production, maintenance, and removal of the advertising material after the end of the advertising period as well as, if applicable, the obtaining of necessary permits by Stroer (together "technical services" or "technical costs") and/or the creation of advertising motifs ("creative service").
- 1.4 Furthermore, product data sheets and/or information provided individually in writing (together hereafter referred to as „product information“) regarding technical requirements for the long-term advertising material, the materials/data/pieces of information/briefings to be supplied by the client and, if applicable, delivery deadlines and delivery locations as well as acceptance and release deadlines are part of the respective contract. The client shall receive this product information with the order confirmation at the latest. The product specification sheets for standard products such as poster media and electronic media / Public Video can be found at <https://www.stroer-direkt.de/beratung-kontakt/downloads.html>.

2 Placement of Order / Conclusion of Contract

- 2.1 A contract does not arise until the respective Stroer company provides a written order confirmation to the

customer ("client"). Stroer's offers are subject to change and are not binding. Insofar as the consent of the site owner is required for the implementation of the long-term advertising and/or official and other approvals are required, the binding establishment of the contract presumes the existence of all consents/approvals (see also paragraph 2.8).

- 2.2 Unless specified otherwise, in case of order placing by a advertising agency/intermediary the contract is closed between the media agency / intermediary and Stroer as contractor. If the placing of an order by agencies / intermediaries shall be for and on behalf of an advertising company (advertiser) such information must be explicitly declared accordingly at order placing. In either case, the agency / intermediary shall assign Stroer as a security the receivables to which the client is entitled in the scope of the campaign carried out by Stroer. Stroer shall accept the assignment (assignment of receivables as security).
- 2.3 When an order is placed, the client must provide the advertiser and the product type that is to be advertised. All orders must contain a digital template of the subject as well as the required information of the product specification sheet for the advertising medium. Upon request by Stroer, the client shall submit scale drafts of the advertising measure for approval. The booked media service may be used exclusively for advertising measures of the client/named advertiser. It may not be passed on to other persons or only with the prior written consent of Stroer, who may refuse this without stating reasons. Stroer is entitled to reject advertising motifs if they have no direct reference to the client/advertiser or its products or are not part of a relevant campaign strategy.
- 2.4 Stroer is entitled to reject orders – including individual orders within the scope of a large order – based on content, origin, or technical format, provided. Stroer cites uniform, objectively justified principles for this rejection. Grounds for rejection is given if the advertising content is intolerable (i.e. politically, denominational or religiously extreme, discriminating, or advertising that offends against good taste and decency), violates laws, regulations, or orders by judicial or regulatory authorities, raises concerns regarding traffic safety or is contrary to the interests of the site owner. The aforementioned grounds also entitle Stroer to terminate a long-term campaign should the client fail to provide a legitimate alternative within a period set by the Stroer before the agreed start of posting. The length of the deadline depends on the respective product and the associated minimum lead times. Stroer is entitled to terminate the long-term advertising immediately and to terminate the contract without further notice if justified legal or moral objections to the long-term campaign arise due to the content, origin or form of the advertising, or if the advertising proves to be incompatible with the above provision of this paragraph.
- 2.5 The approval of the other party to the contract is required

to assign rights and obligations from or contained within the contract to third parties. However, Stroeer is entitled to assign rights and obligations arising from or contained within the contract to an affiliated company within the meaning of Art. 15 et seq. of the German Companies Act (AktG).

- 2.6 The General Terms and Conditions of the client do not apply.
- 2.7 The client has no claim to a specific placement of the campaign in a specific advertising/editorial environment, to specific advertising medium locations. This also applies to transport media regarding specific lines or routes as well as on a certain placement/distribution of advertising media within a consumer market. Stroeer has no influence regarding, for example, that the merchandise separators are evenly distributed among open checkouts, where shopping carts and baskets are located and which and how many checkouts are open.
- 2.8 The implementation of a long-term campaign may be subject to the consent of the site owner of the advertising space. This consent shall be obtained by Stroeer. For this purpose, the client shall provide a draft of the planned advertising and, if necessary, all further required (technical) documents at Stroeer's request. Special use permits shall be obtained by Stroeer unless otherwise agreed. Particularly regarding individualized Station Media and Event Media/Promotional Media, additional regulatory and other approvals may be required (e.g. building permits). Unless expressly agreed otherwise, the client shall obtain these permits at its own expense.
- 2.9 If the consent to a long-term campaign by the site owner or the authorities depends on changes to the advertising material, the client shall remain bound by the order placed or the contract unless the client cannot be expected to accept the changes due to significant impairment of the advertising effect. Additional costs incurred due to the change requests, such as costs for motif changes or shipping costs, shall be borne by the client. In this case, the client is not entitled to compensation by Stroeer, nor in the event of rejection or non-approval of the advertising placement by the site owner or the authorities.

3 Advertising Timeframe

- 3.1 The contractual advertising period/contractual term shall commence on the date agreed in the contract ("*starting date*") and shall end upon expiration of the period agreed in the contract. This also applies if the long-term campaign could not yet be commenced at the starting date due to a delay on the part of the client with documents/information/advertising materials/briefings etc. to be supplied by him in accordance with the product information. Due to logistical and technical circumstances (agreed start of posting on a Sunday or public holiday, fixed posting rhythm, coordination with the transport company, etc.), the actual start of the long-term campaign

may begin or end a little sooner or later than agreed (up to 6 days). Compensation claims for this reason exist neither for Stroeer nor for the client. The start of the contract shall remain the agreed starting date. If the execution of a long-term advertisement begins more than 6 days after the agreed starting date without the client being responsible for this, the contractual advertising period shall only begin on the date/start date communicated by Stroeer and shall extend to the agreed number of years/months. This is, at the earliest, the day on which the permanent advertising actually began and at the latest the first day of the month following the actual posting of the advertising. This does not apply to adverts and inserts as well as Event Media/Promotional Media; in the event of a late start, only Section 8.4 shall apply to these. If no starting date has been agreed, the contract term shall begin on the calendar day on which the long-term campaign actually begins, yet no later than the calendar day on which the long-term advertising could have begun without any delay regarding documents/information/ advertising materials to be provided by the client in accordance with the product information. In this case, as well as in the case of a late start of more than 6 days after the starting date, Stroeer shall notify the client in writing of the actual start/new start date of the contract.

- 3.2 The client is not released from its obligation to pay if Stroeer is unable to execute the contract or to commence the actual execution on the agreed start date because the client has not supplied the relevant information, materials or advertising materials to be supplied (posters, artwork, print documents, reproduction documents, briefings/building blocks for the creation of the motif, etc.), or has supplied them late or not in the required quantity or quality. Additional costs incurred due to the delayed delivery shall be borne by the client. Any additional expenses saved shall be credited to Stroeer.
- 3.3 Stroeer cannot guarantee an even distribution of the booked volume over the entire advertising period for advertising placements booked on electronic media. However, the total contractual volume is guaranteed.
- 3.4 Unless otherwise agreed in the contract, the contractually agreed advertising period shall be extended by a further year for contracts with a basic term of at least 12 months, unless the respective contract is terminated in text or written form six months before the end of the respective advertising period. This does not apply to advertising through adverts and inserts as well as Event Media/Promotional Media, unless explicitly agreed.
- 3.5 Stroeer is entitled to terminate the contract without notice period if (i) official approvals required for the advertising media concerned are not granted, (ii) official approvals already granted are revoked, (iii) the advertising medium has to be dismantled for urban development reasons or other reasons for which Stroeer is not responsible, (iv) long-term advertising is prohibited in whole or in part

during the term of the contract by regulatory authorities or the site owner or (v) if the contract with the site owner for the use of the advertising space (" *advertising rights contract*") ends prematurely. Stroeer will immediately inform the client of the respective circumstances and refund the already paid remuneration for the cancelled advertising period on a pro-rata basis. The client is not entitled to any further claims for compensation. In the event of the termination of an advertising rights contract, Stroeer has the right to transfer the contract with the client - insofar as it concerns advertising space covered by the ending advertising rights contract - to a new advertising rights contract partner of the site owner for the remaining advertising period instead of terminating the contract. The client hereby declares his consent to the transfer of the contract.

4. Exclusion of Competition

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

5. Technical Services/Technical Costs

5.1 Unless otherwise agreed in the contract, production and delivery of the advertising material (with the exception of advertising inserts) as well as the assembly and disassembly of the advertising media, and if commissioned, replacement or modification of the advertising material shall be carried out by Stroeer at the expense of the client ("technical services"). The fee to be paid for this is called technical costs.

5.2 Unless otherwise agreed in the contract, the technical costs for commissioned technical services as well as related ancillary costs (such as provision fees for the temporary removal from service and the preparation of vehicles for the installation/removal of the advertising media) shall be borne separately by the client. If dismantling is carried out at the request of the client before the end of the agreed advertising period and additional or higher technical costs are incurred as a result, these will be invoiced additionally to the client. This also applies to dismantling/covering costs and all other costs incurred in the event of premature termination of the contract/covering by Stroeer for which the client is responsible. This applies in particular if, due to the motif or the advertiser, public authorities (courts/public authorities) order an early termination (administrative act/interlocutory injunction, etc.) or private third parties assert legally justified (e.g. under competition law) claims for injunctive relief/early termination against Stroeer.

5.3 Within the scope of contracts for which so-called full-service prices have been agreed, the technical costs for the one-time production, installation and removal of the advertising media (technical costs full-service) will not be invoiced separately by Stroeer at the beginning of the contract, but will be invoiced together with the costs for

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

6. Advertising Media

6.1 If agreed that the production of the advertising material shall be provided by Stroeer, the production costs will be based on the respective expense of the design of the advertising material requested by the client. Unless otherwise agreed or otherwise specified in the product information, the materials to be supplied by the client for the production of the advertising material (motif artwork, print documents, reproduction documents, etc.) are to be made available no later than 20 calendar days before the start of the campaign. Detailed specifications regarding the materials to be supplied for the production of the advertising material can be found in the respective product information. Stroeer will immediately inform the client of any recognizably unsuitable or damaged materials. The client is responsible for the monitoring of the timely delivery of the advertising materials. A timely delivery will not be additionally monitored by Stroeer.

6.2 If the contract states that the client is responsible for the production and delivery of the advertising material, this shall be done at the expense of the client and in accordance with Stroeer's specifications with regard to dimensions, replacement quantities, and material, which can be found in the respective product data sheet and/or will be communicated separately by Stroeer in writing for each individual case. Unless otherwise agreed, the client must deliver the finished advertising material at its own expense to the address specified by Stroeer no later than 20 calendar days before the agreed start date. Contracts regarding transport advertising, a replacement quantity of 10 % must be supplied for advertising in vehicles of 10 or more.

6.3 At the request of the client, Stroeer will create the reproduction documents or make necessary adjustments to unsuitable reproduction documents at the expense of the client. The production and delivery of advertising inserts/brochures/leaflets are the responsibility of the client.

- 6.4 If the advertising materials are produced by Stroeer, the Client has the right to request proofs in writing prior to printing. If the client does not request proofs, Stroeer shall only be liable for obvious deviations regarding typesetting errors. Minor color deviations are not considered a defect in the case of color reproductions. If the client receives a proof and does not declare his approval within 3 working days of receipt or gives notification of any defects, approval is deemed to have been granted.
- 6.5 For **Big Banners** and **Bridge Banners** requests for color matching will be considered as far as possible. The submission of a color sample or the inclusion of a grayscale is recommended. If no information is provided, the opinion of Stroeer or the producer commissioned by Stroeer shall be deemed to be correct. Deviations in the produced Big Banner compared to the original due to the material do not constitute a defect. When reproducing color prints or color retouching, color deviations due to material are not always avoidable. Stroeer does not guarantee that the design will match previous deliveries in terms of color for reorders of Big Banners. This also applies to the comparison between the sample and the print run.
- 6.6 If there are no special size requirements for **adverts**, Stroeer will base the calculation on the actual print height customary for the type of advert. Stroeer will clearly identify advertisements that are not recognizable as such due to their editorial design with the word "Advertisement". Upon request, the client will receive an advert voucher with the invoice. Depending on the type and scope of the ad order, Stroeer will deliver ad clippings, voucher pages or complete voucher numbers. If a receipt can no longer be obtained, it will be replaced by a legally binding certificate from Stroeer confirming the publication and distribution of the advertisement.
- 6.7 If agreed in the contract or resulting from the nature of the commissioned permanent advertising (promotion, etc.) that the client will carry out the permanent advertising or assembly and/or disassembly of the advertising media, the client will also be responsible for complying with all official requirements (e.g. hygiene and fire protection requirements), requirements implemented by the site owner and requirements of the contractor as well as all statutory, trade association or other safety regulations when carrying out the permanent advertising or assembly/disassembly of the advertising media. Unless otherwise agreed, the client will, in these cases, also be responsible for monitoring as well as maintaining - if necessary replacing/renewing - its advertising media in a clean, tidy, and roadworthy condition.

All work by the client may only be carried out in coordination with the site owner. Damage caused by the client's work may be repaired by the site owner or contractor at the client's expense. Work in an area of the site owner that is dangerous for operation (e.g. track areas) will always only be carried out by the site owner at the expense of the client. In the case of illuminated

advertising media or advertising media otherwise to be operated with electricity, the client may only manufacture and modify the devices required for the power supply after obtaining the consent of the site owner. Maintenance and ongoing electricity costs for advertising spaces to be maintained by the client (e.g. Event Media /Promotional Media and individualized Station Media) shall be borne by the client. The provisions of the site owner for the power purchase of third parties with regard to the advertising space are binding for the client. Insofar as the devices required for this purpose become the property of the owner of the advertising space as an essential part of buildings, no compensation shall be paid to the client. If display cases, showcases, etc. owned by Stroeer or the site owner are rented, their maintenance, including the replacement of panes in the event of glass breakage, shall be the responsibility of the client. It is recommended that the client obtain a glass breakage insurance. In particular, the client bears the cost of electricity and the renewal of the components necessary for lighting.

- 6.8 Unless otherwise agreed, the return or collection of (i) advertising media that are still usable for the client after completion of the dismantling (Information Media, Big Banners, special productions in the area of Event Media/Promotional Media, etc.), (ii) reproduction materials supplied by the client, as well as (iii) unused advertising material replacement quantities and other materials (artwork, reproduction documents, models, etc.) shall be at the expense and risk of the client, provided that the client requests this in writing within 2 weeks after the end of the advertising period. Advertising media/materials not reclaimed during this period become the property of Stroeer without compensation and may be disposed of by Stroeer. The costs for disposal are borne by the client. Advertising media created by Stroeer in supermarkets (goods separators, shopping baskets or advertising boards in shopping baskets/shopping carts) are and remain the property of Stroeer and are excluded from this regulation.
- 6.9 Insofar as dismantling of the advertising media by the client has been agreed, Stroeer shall be entitled, but not obliged, after unsuccessful expiry of the scheduled dismantling deadline, to carry out the dismantling and storage of the advertising media as well as the restoration of the original condition of the advertising space at the expense and risk of the client. In such cases, Stroeer is entitled to charge the client for the long-term campaign according to the agreed conditions for the period between the agreed end of the advertising period until the actual termination of the long-term campaign.

7. Advertising Motif

- 7.1 The client is responsible for the form and content of the advertising motifs as well as their legal innocuousness, in particular copyright and competition law. In this respect, the client indemnifies Stroeer against any thirdparty claims as well as all costs incurred as a result. Stroeer is not obligated to check or verify such circumstances. This also

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

7.2 Stroeer is entitled to use the motif as a reference print and/or for its own advertising purposes, in particular for the use of a web-based database, free of charge until revoked.

8. Creative Services

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

8.2 The client grants Stroeer the right to use the creative modules provided by the client for the creation of the creative work to the extent required and to edit and redesign the building blocks ("*Creative Modules Right of Use*"). The right to edit or redesign contains the authority to comprehensively change, edit and/or redesign the creative modules, to shorten or lengthen them or to combine them with other works and to use them in unchanged or changed form and to archive them in their changed and unchanged form and to publish them in their changed form as work samples for client portfolios, websites, and presentations. Stroeer is entitled to transfer the granted right of use of the creative modules in whole or in part as well as limited or unlimited to companies affiliated with it pursuant to §§ 15 et seq. of the German Companies Act (AktG) or to grant them sublicenses and to permit them to further transfer or sublicense the rights to companies affiliated pursuant to §§ 15 et seq. of the German Companies Act (AktG), without this requiring the separate consent of the client.

8.3 Insofar as the client provides such creative modules, it guarantees and assures with their provision that the client is entitled to existing trademark rights, rights to a name, design rights, copyrights, and other industrial property rights to the creative modules or that the client has the rights of use and exploitation required for the use of the creative modules within the framework of the long term advertising. Stroeer is not obliged to check this. The client thereby also guarantees and assures that it is also entitled

to grant third parties, in particular Ströer, a corresponding right of use for the creation and subsequent publication of the creative work, in particular the aforementioned "*Creative Modules Right of Use*". The client assures that neither agreements nor unilateral claims or demands of third parties or other circumstances exist which restrict the authority to dispose of these rights of use and rights. Ströer is not obliged to verify this.

8.4 The client shall indemnify Stroeer against all claims asserted by third parties against Stroeer due to the infringement of industrial property rights, copyrights, personal rights or other rights provided by the client by the contractual use of the creative modules and is obliged to reimburse Stroeer for the reasonable costs of legal defense against such claims. Stroeer will notify the client without delay of the assertion of such a claim by a third party.

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

8.6 The creative work, in particular the advertising designed and developed by Stroeer and its computer-graphic implementations are protected works under the Copyright Act. Stroeer grants the client a simple, non-transferable right of use to the creative work which is limited in terms of content, time, and space to the implementation of the same advertising contract.. The client is not entitled to any further right of use or exploitation. If the client intends to use the creative work beyond this, in particular regarding publication on or in other media, e.g. on social media or in magazines, a separate usage agreement must be concluded with Stroeer in this regard.

9. Prices and Terms of Payment

9.1 Unless otherwise agreed the list prices of Stroeer at the time of the conclusion of the contract apply. If the contract is extended in accordance with Section 3.4, the list prices valid at the time of the extension shall apply from the beginning of the extension. If the list prices have increased by more than 10 % compared to the previous contract period, the client shall be entitled to terminate the contract without notice for the future, unless Stroeer agrees to continue the contract at an unchanged list price. The termination must be made in text or written form and must be received by Stroeer within 6 weeks after

notification of the price change. In the case of contracts with an agreed start date of more than 4 months after conclusion of the contract, prices may be adjusted at a reasonable discretion in accordance with cost increases or decreases that have occurred if the cost-performance ratio is no longer appropriate, in particular regarding materials for the production and assembly of the advertising media.

- 9.2 All prices are subject to the statutory value added tax applicable at the time the service is provided.
- 9.3 The client is entitled to setoff payments it owes with receivables owed to it by Stroeer, but only if receivables owed to the client are uncontested or have been confirmed effectively by a court of law. A right to refuse performance or a right of retention can only be asserted by the client if the counterclaim is based on the same contractual relationship and are uncontested or have been confirmed effectively by a court of law.
- 9.4 Unless otherwise agreed, Invoicing takes place on a quarterly basis before the start of the respective performance quarter. All invoice amounts are due without deductions on the starting day of the agreed campaign period. Invoice amounts are payable in each case on the first day of the respective billing/service quarter or, if a different billing/service period has been agreed, on the first day of this period without deduction. Payment shall be deemed to have been made in a timely manner if the money is received by the due date. Stroeer reserves the right to submit invoices to their clients electronically.
- 9.5 If the client is in default of payment or Stroeer becomes aware, after the conclusion of the contract, of circumstances that justify objective and substantial doubts about the client's creditworthiness and jeopardize Stroeer's collection of payment, Stroeer can make the realization or continuation of the advertising campaign contingent on an advance payment or provision of a security as well without this resulting in any claims against the supplier.

10 Default in Performance / Liability

- 10.1 Stroeer shall only bear liability for damages arising from willful intent and gross negligence in accordance with statutory provisions. Liability for minor negligence on the part of Stroeer shall be excluded. The foregoing limitation shall only apply in case of injury of life or health or in case of breach of essential contract conditions.
- 10.2 Liability vis-à-vis merchants for property damage or financial loss in the event of gross negligence of a vicarious agent shall be limited to such damages as are typical of contracts and foreseeable.
- 10.3 Stroeer assumes no liability for indirect damages, in particular loss of profit.
- 10.4 In the event of non-execution or poor execution, delay,

interruption or premature termination of a long-term advertising campaign by the client both for reasons for which Stroeer is not responsible (e.g. strike, force majeure, construction or demolition measures, long-term closure of supermarkets, etc.) as well as in the case of having to represent or if the long-term advertising has to be terminated at the booked location due to a change or upgrade, e.g. digitalization of the advertising medium, Stroeer shall offer the client a replacement for the cancelled time (at Stroeer's discretion either a time extension or replacement advertising space for the same period) or if the purpose of the long-term advertising cannot be achieved as a result, refund the remuneration already paid for the advertising period not carried out. Any further rights and claims for compensation, in particular regarding other unaffected advertising media/measures of long term advertising shall be. When converting an advertising medium from static to changer mechanism, keeping the advertising on the changer is considered equivalent replacement long-term advertising.

- 10.5 If the contract for long term advertising ends before expiry of the agreed contract term for reasons for which the client is responsible (e.g. termination of Stroeer due to default of payment by the client, non-fulfillment of cooperation obligations by the client or due to the motif/advertiser pursuant to Item 5. 2 last sentence) or if the client terminates prematurely without good cause, Stroeer shall, in addition to the claim to the agreed remuneration for services already rendered (i.e. the total technical costs, costs for creative services and pro rata media services for the period already rendered), have a claim to compensation with respect to Stroeer's services not yet rendered due to the premature termination. This amounts to 30 % of the fee for the media service attributable to the remaining term. The client reserves the right to prove that the payment claim is lower due to Stroeer having lower expenses. The client reserves the right to assert claims in excess thereof.
- 10.6 The client shall give notice in writing of obvious defects immediately after they come to the client's attention – at the latest, however, within 30 days after the end of the advertising period. However, regarding electronic/digital long-term advertising/long-term advertising on Public Video, the client shall give notice within 1 week after the end of the placement time in writing.
- 10.7 In the event of the procurement, production, assembly, and/or disassembly of the advertising media by Stroeer, the client shall inspect Stroeer's services immediately after commencement of the service provision and notify Stroeer respectively of any defects in writing without undue delay, however, no later than 30 days after completion. Regarding electronic advertising media the notification shall take place within 1 week after completion, enclosing all documents required for the examination of the notice of defects. In the event of a defect, Stroeer has the right to rectify the defect twice. If this is not successful or if it is not successful within a reasonable period of time for

reasons for which Stroeer is not responsible, the client may withdraw from the contract or demand a reduction of the remuneration. Further claims, irrespective of their legal basis, are excluded.

- 10.8 Neither Stroeer nor the site owner shall be liable for damage to the advertising media booked by the client by third parties or by force majeure.
- 10.9 The client shall bear liability for all damage caused by the advertising medium and shall indemnify Stroeer and the site owner against all claims asserted by third parties based on damage caused by the advertising medium or non-compliance with official regulations and shall also reimburse Stroeer for the necessary costs of legal action regarding contracts for advertising campaigns carried out independently by the client or in which the production, assembly, disassembly and/or maintenance of the advertising medium by the client is agreed. Likewise, the client shall indemnify Stroeer against any claims of the site owner in this regard.
- 10.10 If, in the case of long-term advertising on or in means of transport, a vehicle already provided with advertising material is permanently taken out of service or transferred to another area of operation, the long-term advertising shall be continued on a replacement vehicle. The cost of transferring or reattaching the advertising materials shall be borne by the client. If a vehicle is changed within the first 36 months of the advertising period, a portion of these costs will be paid by Stroeer. The share assumed by Stroeer shall be determined according to the following formula:

$$\frac{(36 - \text{number of months posted so far}) \times \text{costs}}{36}$$

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

- 10.11 When setting the prices for long-term campaigns on means of transport, it is already taken into account that vehicles may be temporarily for up to 7 days out of service for operational reasons (e.g. schedule changes on weekends and during vacation periods, repairs, maintenance work, general inspections). There is no additional compensation for this. In the event of a downtime of more than 7 calendar days in a row or more than 7 calendar days in a month, the posting period shall be extended accordingly, or the client shall receive a credit note at Stroeer's discretion. Stroeer shall inform the client if vehicles are deployed by the transport companies at another location during the advertising period. If the new location is not reasonable for the client regarding the type and purpose

of the booked long-term campaign, Stroeer will offer equivalent substitute spaces. Section 8.9 shall apply accordingly regarding the bearing of the costs for any reattachment. If it is not possible to reapply the advertisement to equivalent replacement surfaces, the client is entitled to terminate the contract with effect from the date of the change of location. The obligation of the client to neutralize the vehicle remains unaffected by this.

11 Legal Venue

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

Last update: September 2021

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