

The publication of advertisements and other advertising in print and online media of Hans Holzmann Verlag GmbH & Co KG (hereinafter "Publisher"), Gewerbestr. 2, 86825 Bad Wörishofen, Germany, shall be governed exclusively by the following general terms and conditions (hereinafter "General Terms and Conditions").

1. As used in these General Terms and Conditions, "Advertising Order" means a contract for publication of one or several advertisements or other advertising (hereinafter collectively "Ads") by advertisers or other parties placing advertisements (hereinafter "Customers") in print media (hereinafter "Print Media") and/or online media for purposes of dissemination. Advertising in online media may, for example, comprise one or several of the following elements:

- images and/or text, sound sequences and/or moving images (e.g., banners, skyscrapers, pop-ups),
- a sensitive area which when clicked establishes a connection to other data within the sphere of the Customer and/or third parties (e.g., link) via an online address designated by the Customer.

2. Advertising Orders may be placed in person, by telephone, in writing, by e-mail, by telefax or online. The Publisher assumes no liability for any transmission errors. Unless agreed otherwise in a specific case, Advertising Orders are subject to written confirmation. Confirmations of Advertising Orders transmitted electronically (e.g., by e-mail) are legally binding whether or not signed. After the submission deadline, or, for online media, 5 business days prior to publication, cancellations or changes in size, format or color will no longer be accepted.

3. As used in these General Terms and Conditions "Advertising Contract" means an Advertising Order for which a discount has been granted in accordance with the applicable price list and pursuant to which Ads are published upon demand of the Customer. The discounts provided for in the price list are not available to Customers whose business purpose includes the placement of Advertising Orders for different advertisers in order to qualify for a group discount. If the Advertising Contract provides for the right to demand publication of individual Ads, the Advertising Contract shall be fully performed within 1 year from publication of the first Ad, provided a demand for publication of the first Ad is made and the first Ad is published within 1 year from the contract date.

4. If one or several demands for the publication of Ads are not fulfilled under an Advertising Contract due to circumstances for which the Publisher is not responsible, the Customer shall, notwithstanding any other legal obligations, pay to the Publisher the difference between the discount received and the discount corresponding to the number of Ads actually run. No payment shall be required if nonperformance is due to force majeure involving risks assumed by the Publisher. Unless otherwise agreed, the Customer shall have a claim for a retroactive discount corresponding to the amount of Ads actually run within a given year. Publication of any additional Ads beyond the volume specified in the Advertising Contract are subject to available capacity.

5. For purposes of calculating the purchase volumes of print Ads, text millimeter lines will be converted into advertisement millimeters according to price, if applicable.

6. Advertising Orders for Ads in print media that are to be published only in certain issues or editions or at certain places must be received by the Publisher in due time allowing the Publisher to notify the Customer prior to the submission deadline if the Advertising Order cannot be executed as requested. Ads carrying a certain heading will be printed in the appropriate section without requiring express agreement. Agreements to place an Ad in a particular section to exclude advertisements of competitors are valid only if confirmed in writing by the Publisher.

7. Text portion advertisements are Ads that border on text on at least three sides and that border on no other advertisements. Ads that due to their design are not identifiable as advertisements will be clearly labeled as such by the Publisher by adding the word "ad".

8. The Publisher reserves the right to reject or block the publication of individual Ads demanded under an Advertising Contract, if the contents of such Ads violate any applicable laws or regulations, including, without limitation, provisions of the German Penal Code or German Act for the Protection of Minors, or draw a complaint from the German Advertising Council, or if publication of such Ads would due to their contents, design, origin or technical form be unduly burdensome for the Publisher, or if such Ads contain advertising by or for third parties, or if the contents of such Ads conflict with the interests of any publishing associations or organizations.

The Publisher may, in particular, retract and/or block an Ad after publication, if the Customer makes any subsequent changes to the contents of the Ad or if the Customer makes any subsequent changes to linked data and if as a result of such changes the criteria of paragraph 1 are satisfied. Advertising Orders for inserts are not binding for the Publisher until a sample has been submitted and approved. Inserts whose format or design conveys the impression to readers that they are part of the published newspaper or magazine or which include third-party advertisers will not be accepted. Ads that include advertising by or for third parties (joint advertising) are in each case subject to prior written acceptance by the Publisher. The Publisher shall have the right to assess a joint advertising surcharge for such Ads. The Customer will be promptly notified if an Ad or other advertising is rejected.

9. Timely delivery and the flawless condition of a suitable advertising copy or of other advertising is the sole responsibility of the Customer. In the case of digital advertising copies or data for online advertising, the Customer is obligated to deliver suitable advertising

copies for Ads, which shall in particular be in conformity with the format or technical requirements of the Publisher. The Customer is obligated to deliver digital advertising copies until the submission deadline and to deliver data for online advertising not later than five business days prior to publication. All costs incurred by the Publisher for charges requested by the Customer or for which the Customer is responsible shall be paid by the Customer. The Publisher agrees to publish Ads in standard quality as specified for the chosen title in the price list and in the confirmation of the Advertising Order, and as permitted by the advertising copy provided by the Customer. This applies only if the Customer meets the requirements of the Publisher for the creation and transmission of the advertising copy. Prior to any digital transmission of data, the Customer shall ensure that such data are free from computer viruses. If the Publisher discovers any computer viruses in a file transmitted to the Publisher, the file will be deleted and the Customer shall have no claims against the Publisher as a result thereof. The Publisher reserves the right to hold the Customer liable for any damages suffered by the Publisher as a result of the infiltration of computer viruses transmitted by the Customer. In the event that defects of the advertising copy are not apparent, the Customer shall have no claims against the Publisher for inadequate publication of the Ad. The same applies to any errors in advertising repeats, if the Customer fails to provide the Publisher with timely notice of the error prior to the next publication.

10. Advertising copies/media will be returned to the Customer only upon special request. Advertising copies/media will be kept on file by the Publisher no longer than 1 year from last publication.

11. In the event that a print Ad is illegible, incorrect or incomplete in whole or in part, or if other advertising is published in deficient quality, the Customer shall have a claim for a price reduction or for a fully conforming new Ad or renewed publication of other advertising, however only to the extent that the purpose of the Ad or other advertising is impaired. The Publisher has the right to refuse a new Ad or renewed publication if the associated expense would, in consideration of the terms of the Advertising Contract and the principle of good faith and fair dealing, be grossly disproportionate to the Customer's interest in performance or if a new Ad or renewed publication would be possible only at unreasonable cost to the Publisher. If the Publisher fails to meet a reasonable deadline for a new Ad or renewed publication of other advertising or the new Ad/renewed publication is once again defective, the Customer may demand a price reduction or cancel the Advertising Order. Advertising Orders may not be canceled for minor defects of an Ad or other published advertising. Complaints must be made within four weeks from receipt of the invoice. For hidden defects a complaint must be received within one year from the date the statutory limitation period begins to run. Any claims for damages based upon positive breach of contract, culpa in contrahendo, or tort are excluded – even when Advertising Orders are placed by telephone. Claims for damages based upon impossibility of delivery or delay are limited to compensation for reasonably foreseeable damages and to the amount due and payable for the Ad in question, except in cases involving intentional or grossly negligent actions or omissions by the Publisher or its legal representatives or agents. Any liability of the Publisher for damages resulting from a lack of warranted qualities remain unaffected thereby. In commercial transactions the Publisher further assumes no liability for the gross negligence of its agents; in all other cases liability to merchants for gross negligence is limited to reasonably foreseeable damages up to the amount of the payment due and payable for the Ad in question. Liability under the German Products Liability Act shall remain unaffected thereby. The limitation period for any claims against the Publisher based upon breach of contract is one year from the date the statutory limitation period begins to run, unless such claims are based upon intentional actions or omissions.

12. Proofs will be delivered only if expressly requested. The Customer is responsible for the accuracy of proofs returned to the Publisher. The Publisher will take into consideration any corrections received by the submission deadline or within the time period set at the time the proof was delivered.

13. If no special print size is specified, charges will be calculated on the basis of the actual print size customary for the type of Ad in question.

14. The invoice shall be paid within the time period specified in the price list, unless a different payment period or prepayment is agreed upon in writing in a particular case. Any discounts for prepayment will be granted as specified in the price list.

15. In the event of payment default or deferment, interest at the prevailing rate and collection costs will be charged. In the event of payment default the Publisher may postpone execution of an Advertising Order until payment has been received and demand prepayment for any remaining Ads. If there is reasonable doubt as to the ability of the Customer to make payment, the Publisher shall have the right, even during the term of an Advertising Contract, to make publication of additional Ads conditional upon prepayment of the amount due by the submission deadline and upon settlement of any outstanding invoice amounts irrespective of any originally agreed payment due date.

16. The Publisher will deliver proof of publication of the Ad upon request. Depending upon the type and extent of the Advertising Order, advertising clippings, tear sheets, or entire issues will be delivered. If such proof can no longer be produced, it shall be replaced by a legally binding written statement from the Publisher confirming publication and dissemination of the Ad.

17. Subject to the provisions of Section 18 of these General Terms and Conditions, any reduced circulation may, in accordance with sentence 2, provide grounds for a price reduction in cases where an Advertising Contract involves several Ads, if the overall average circ-

lation in the advertising year beginning with publication of the first Ad falls short of the guaranteed circulation. Reduced circulation constitutes a defect providing grounds for a price reduction only if and to the extent that

- for a guaranteed circulation of up to 50,000 copies, circulation is reduced by at least 20 %,
- for a guaranteed circulation of up to 100,000 copies, circulation is reduced by at least 15 %,
- for a guaranteed circulation of up to 500,000 copies, circulation is reduced by at least 10 %, or
- for a guaranteed circulation of more than 500,000 copies, circulation is reduced by 5 %.

A reduction in circulation for any of the reasons set forth in Section 24 shall not be taken into consideration. The guaranteed circulation shall be the average number of copies specified in the price list or elsewhere, or, if no number of copies is specified, the average number of copies sold in the previous calendar year. Moreover, claims for a price reduction under Advertising Contracts are excluded, if the Publisher has provided the Customer with timely notice of reduced circulation allowing the Customer to rescind the contract prior to publication of the Ad.

18. Notwithstanding Section 17 of these General Terms and Conditions, any reduced circulation of titles publishing issue-related circulation data provides grounds for a price reduction only if and to the extent that it exceeds 10 % for a circulation (guaranteed circulation) of up to 500,000 copies or 5 % for a circulation (guaranteed circulation) of more than 500,000 copies. A reduction in circulation for any of the reasons set forth in Section 24 shall not be taken into consideration. The circulation providing the basis for the guarantee is the total number of copies sold as defined by the IWW. It is calculated for each advertising year based upon the average number of copies sold in the four quarters preceding the advertising year, unless the Publisher guarantees an absolute number of copies sold in the applicable price list. Any claim for a price reduction is conditional upon eligibility of the Advertising Contract for a discount on the basis of the graduated discount scale and for at least three issues. The basis for calculating the price reduction is the Advertising Order per Customer, unless the parties agree at the time the Advertising Order is placed that the Customer will be billed on a per-product basis as defined at the time the Advertising Order is placed. Any price reductions are calculated based upon the difference between the number of copies above and below the standard circulation for each contracted issue within a given advertising year. The refund is made at the end of the advertising campaign based on the customer net prices per Ad in the form of a credit for future Ads, taking into account any prior agency refunds, or, if this is no longer possible, in the form of a cash refund. The Customer has a valid refund claim only if the total refund amount claimed is at least 2,500.00 Euro.

19. For box number advertisements the Publisher shall exercise due diligence in storing and forwarding responses. Registered and express mail in reply to box number advertisements will be forwarded by regular mail only. Letters in response to box number advertisements will be stored for four weeks. Any responses not collected within this time period will be destroyed. The Publisher will return valuable documents without having any obligation to do so. The Publisher may by contract be granted the right to open incoming mail for and on behalf of the Customer. Letters exceeding the accepted DIN A4 format (weight 500 g) and packages containing merchandise, books and catalogs, or small parcels will not be forwarded or accepted. In exceptional cases, such items may however be accepted and forwarded, provided the Customer has agreed to pay the fees/costs incurred by the Publisher in connection therewith.

20. Advertising brokers and advertising agencies (hereinafter "Agencies") are obligated to adhere to the Publisher's price list when making offers, entering into contracts, and invoicing advertisers. Brokerage fees are paid only to documented agencies. The Publisher reserves the right to recover any brokerage fees paid to undocumented agencies. Brokerage fees may not be passed on to Customers in whole or in part. Advertising Orders by agencies are placed in their name and for their account. If Advertising Orders are placed by advertising agencies, the Advertising Contract results, if in doubt, as between the Publisher and the agency. If an advertiser is intended to be the Customer under an Advertising Contract, the Advertising Contract must expressly state as much and name the advertiser. The Publisher has the right to demand that the advertising agency furnish proof of authorization to act on behalf of a Customer.

21. Price changes for Advertising Orders placed are valid and binding for the Customer provided that the Publisher announces such changes at least 1 month prior to publication of the Ad. The Customer has the right to rescind the Advertising Contract if a price change involves a price increase. The right of rescission must be exercised in writing within 14 days from receipt of notice of the price increase. The Publisher may charge prices different from those shown in the price list for Ads published on special pages or in special inserts or collections.

22. Companies seeking a corporate group discount must furnish written proof confirming the corporate affiliation of the advertiser. For purposes of this provision corporate affiliates are companies by or in which an equity interest of at least 50 % is held. For corporations such proof shall take the form of a certification from a chartered accountant or the most recent annual report. For partnerships a commercial register excerpt shall be submitted. Such proof shall be submitted no later than by the end of the advertising year. Any proof submitted after this deadline will not be considered with retroactive effect. Corporate group discounts are in all cases subject to the Publisher's express, written consent. Corporate group discounts are valid only as long as the advertiser is an affiliate of the corporate group. Advertisers shall provide the Publisher with prompt notice if they are no longer affiliated with the corporate group. Corporate group discounts cease to be valid at the time the advertiser ceases to be affiliated with the corporate group.

23. The Customer warrants that it owns all rights necessary for publication of the Ad. The Customer bears sole responsibility for the contents and lawfulness of the Ad, for transmission of the text and images made available for publication, as well as for advertising materials delivered to the Publisher. The Customer shall indemnify and hold harmless the Publisher from and against any and all claims brought by third parties as a result of any violation of applicable law arising in connection with an Advertising Order. In addition, the Customer shall indemnify the Publisher for the costs of any necessary legal defense. The Customer shall support the Publisher in good faith in the defense of any third-party claims by providing information and documentation to the Publisher. The Customer grants to the Publisher all copyrights, neighboring rights and other related rights necessary for the intended use of Ads in the contracted print and online media, including, without limitation, the rights necessary for reproduction, dissemination, transmission, broadcast, editing, making publicly accessible, entry in and removal from databases, and holding available for publication upon demand, for a time period and territory and to the extent necessary for execution of the Advertising Order.

24. In the event of any operational breakdowns, force majeure, unlawful strikes, unlawful seizures, traffic problems, general shortage of raw materials or energy and the like – whether such events affect the Publisher's own operations or those of third-party suppliers with whom the Publisher has contracted to fulfill its contractual obligations – the Publisher shall be entitled to collect full payment for published print Ads, provided that the Publisher's title was sold for an average of 80 % of the circulation sold in the last four quarters or for an average of 80 % of the otherwise guaranteed circulation. If the number of copies sold is less than 80 %, the invoiced amount shall be reduced by the same percentage by which the actual circulation falls short of the guaranteed circulation. If an Advertising Order for publication of an Ad in online media cannot be executed in whole or in part for reasons for which the Publisher is not responsible, the Ad shall be published at a later date if possible. Such reasons include, without limitation, computer malfunctions, force majeure, strikes, legal requirements, disruptions for which third parties (e.g., other providers), other operators or service providers are responsible, or comparable reasons. Provided that the Ad is published at a later date within a reasonable time period and without any undue burden for the Customer after the disruption has been remedied, the Publisher shall have a continued claim for payment.

25. Each Advertising Order will be executed in compliance with applicable data protection laws. The Publisher shall have the right to forward gross advertising sales and comparable relevant data of the Customer at the product level for publication to companies collecting and analyzing such data. There, such data are aggregated and communicated to the market in anonymous form.

26. Digitally transmitted advertising copies for color Ads can be reliably processed only if a hardcopy color proof, including a media wedge, is delivered. Absent a color proof, actual colors may differ. The Customer is not entitled to a price reduction as result of such color differences.

27. The Customer is not entitled to a price reduction as a result of any undesired publication results caused by a failure of the Customer to comply with technical requirements for the creation and transmission of the advertising copy.

28. For Advertising Orders published in online media the Publisher guarantees the best possible reproduction of advertising materials in conformity with customary technical standards. The Customer however acknowledges that given the current state-of-the-art for electronics it is impossible to create a program completely free of errors. The guarantee does not cover minor errors. A reproduction error is not present if it is caused by the use of unsuitable reproduction software and/or hardware, malfunctions of communication networks of third-party operators, computer malfunctions of third parties (e.g., other providers), incomplete and/or outdated offers on so-called proxy servers, failures of Ad servers lasting for no more than (continuous) 24 hours within 30 days from the beginning of the agreed publication period. If the Ad server malfunctions for a substantial time period (more than 10 %) within the agreed publication period, the Customer shall be released from its payment obligations for the time period of malfunction. For cross-media bookings, the Customer's payment obligation will be reduced by the amount by which the cross-media price exceeds the price of a print-only Ad.

29. The Publisher shall hold available for inspection upon demand by the Customer within 10 business days from execution of the Advertising Order the number of clicks on online Ads.

30. For new business relationships and Advertising Orders from other countries the Publisher reserves the right to require prepayment by the submission deadline. Invoices for Advertising Orders from other countries will exclude VAT, provided that tax exemption applies and is documented by the Customer. The Publisher reserves the right to invoice VAT in the amount owed under applicable law in the event that tax liability is affirmed by the tax office. The Publisher reserves the right to correct errors in invoices for Advertising Orders within 6 months from the invoice date.

31. The place of performance is the registered office of the Publisher. German law shall apply. For transactions with merchants, public entities or public special funds, complaints shall be filed in a court of competent jurisdiction at the location of the Publisher's registered office. In the event that claims of the Publisher cannot be enforced in a summary debt collection proceeding, complaints against non-merchants shall be filed in a court of competent jurisdiction at the location of their place of residence. If the residence or place of habitual abode of the Customer, whether or not a merchant, is unknown at the time the complaint is filed or the Customer has relocated its place of residence or place of habitual abode after the Advertising Contract was signed to a geographic area not subject to German law, the complaint shall be filed in a court of competent jurisdiction at the location of the Publisher's registered office.