

General Terms & Conditions for Orders of Product Advertisements in the “GG” Magazine published by Grund Genug Verlag und Werbe GmbH

The following General Terms & Conditions (hereinafter referred to as “GTC”) shall regulate the relationship between GG Publishing and the Client in the issuing and processing of individual or several Advertising Orders for product advertisements placed by the Client in the Magazine “GG”. Unless explicitly agreed otherwise, these GTC shall apply exclusively. General contractual or business conditions of the Client shall hereby be excluded; this shall also apply if the conditions of the Client are not expressly contradicted or if GG Publishing provides its services without contradiction.

1. Definitions

“Agency” shall refer to agencies that are involved in the placement of advertising on their own behalf or on behalf of others. This shall not include purely consulting or planning agencies.

“Agency Client” is an advertiser whose advertisements are booked by an Agency commissioned by them in their name and for their account as a Client of GG Publishing. In this case, the Agency Client does not become a contractual partner of GG Publishing themselves. Rather, there shall be a two-tier contractual relationship between GG Publishing – Agency / Agency Client (advertiser), and the pricing charged to the advertiser shall be the responsibility of the Agency.

“Advertisements” in the context of these GTC shall be product advertisements, inserts, supplements and/or promotions as specified in the Media Data of GG Publishing that is valid at the time the Advertising Order is closed.

“Advertising Order” or **“Closure”** is the contract between GG Publishing and the Client concerning the publication of one or more advertisements of an advertiser in the Magazine “GG” (**“Magazine”** or **“Publication”**) marketed by GG Publishing for the purpose of distribution. A contract governing the publication of several advertisements, where the respective publications are made at the request of the Client, is also a Closure. The Advertising Order shall be entered into by the booking of the advertisement by the Client by sending the completely filled out and legally binding signed Advertising Order form (Offer) and as a result of confirmation of the booking by GG Publishing in writing (Acceptance). The printing of the advertisement also constitutes an acceptance; in this case, the publisher shall not be required to provide a declaration of acceptance, as per Clause 151 of the German Civil Code (BGB). Each Advertising Order shall be associated with an advertiser specifically designated by the Client by name or by company; the replacement of the advertiser by the Client after booking the advertisement shall require the consent of GG Publishing in writing; this shall apply in particular if the Agency Client model applies. If a Direct Client is represented by an Agency, it must be expressly stated in writing, by the time of the Advertisement is booked at the latest, that the booking is to be made on behalf of and for the account of the Direct Client. Failing to declare this in time shall result in the closure of the contract, effective both for and against the Agency, as per Clause 164 (2) of the German Civil Code (BGB). GG Publishing shall be entitled to demand a proof of mandate from the Agency.

“Client” shall refer to the contractual partner of GG Publishing. This can be either the Agency of an Agency Client, or the Direct Client.

“Direct Client” is an advertiser who, as an entrepreneur pursuant to Clause 14 of the German Civil Code (BGB), is themselves a contractual partner of GG Publishing (Client). This shall also apply in cases where they have commissioned an Agency as a representative that then closes the Advertising Order on their behalf, as per Clause 164 of the German Civil Code (BGB).

“GG Publishing” in the context of these GTC shall refer to Grund Genug Verlag und Werbe GmbH, Vancouverstrasse 2a, 20457 Hamburg, Germany, an affiliated company of the Engel & Völkers Group, as per Clause 15 ff of the German Stock Corporation Act (AktG), for all magazines and other advertising material that it markets and sells.

“Advertiser” shall mean the legal or natural person who, or whose products or services, constitute the content being advertised. The Advertiser shall be either an Agency Client or a Direct Client.

“Advertising Deadline” in the context of these GTC shall be the date bindingly communicated by GG Publishing in the respective current Media Data, by which time the Client must have submitted both the Advertising Order and all information and documentation required for the contractual creation of the advertisement to GG Publishing, or to the sub-service provider stated in the Advertising Order.

Once the Advertising Deadline has passed, Advertising Orders can only be cancelled in writing with the consent of GG Publishing.

2. If the right to place individual advertisements is granted within the framework of a contract, the order shall be processed to completion within one year of publication of the first advertisement. Should an Agency Client switch Agency during the processing period of a contract, GG Publishing shall assume that the former Agency shall transfer the contractual relationship, with all rights and obligations arising from the contract, to the new Agency. In this case, GG Publishing shall agree, without contradiction, to the further processing of the contract to completion with the new Agency.

3. If one or more calls for placement as per a contract are not fulfilled due to circumstances for which GG Publishing is not responsible, the Client must reimburse GG Publishing the difference between the discount granted and the discount that would have been granted for the actual advertisements placed, notwithstanding possible further legal obligations. Unless otherwise agreed, the Client shall be retroactively entitled to the discount corresponding to their actual order of advertisements within a period of one year.

4. Orders for advertisements that are to only be published in certain issue numbers, certain editions, or in certain placements within the publication, must be received by GG Publishing with sufficient time remaining so that the Client can be informed prior to the Advertising Deadline if the order cannot be executed in this way. Advertisements pertaining to a certain section of the Magazine shall be printed in the respective section without this requiring an express agreement.

5. Advertisements that are not recognisable as advertisements due to their design shall be clearly marked as such by GG Publishing with the word “Advertisement”.

6. GG Publishing can withdraw from a closed Advertising Order up until receipt of all documents required for the creation of the complete advertisement and for its approval by GG Publishing. GG Publishing shall also be entitled to withdraw from a closed Advertising Order if:

(a) The Client has not supplied all the documents and information required for the creation of the advertisement by the Advertising Deadline; or

(b) In accordance with uniform, objectively justified principles:

- The respective Advertisement deviates substantially, on the basis of the templates submitted, from the standard of the advertisements regularly featured in “GG” Magazine, published by GG Publishing, with regard to its type and/or quality and/or its representation/presentation; or
- The respective Advertisement includes content that violates laws or official regulations; or
- The respective Advertisement includes content that has been objected to by the German Advertising Council (“Deutscher Werberat”) in a formal complaint procedure; or
- The respective Advertisement would be unreasonable for GG Publishing to publish due to its content, design, origin, or technical form.

The declaration of withdrawal, pursuant to Sentence 1 or 2, shall be communicated to the Client immediately. Advertisements which contain advertising of third parties or for third parties (“Joint Advertising”) shall require, in each individual case, the prior declaration of acceptance by GG Publishing in writing. Joint Advertising shall entitle GG Publishing to charge a composite surcharge.

7. The Client alone shall be responsible for the timely delivery and the flawless condition of the appropriate print documents or other advertising media. Delivery or submission shall be made to the sub-service provider specified on the order form, unless otherwise agreed. In the case of the submission of digital print documents, the Client shall be obliged to submit proper templates for advertisements, in particular those corresponding to

the format or the technical specifications of GG Publishing, in good time prior to the start of the placement. The costs incurred by GG Publishing for any changes to the print templates, as requested by the Client or for which he is responsible, shall be borne by the Client.

8. The quality standards for advertisements customary for the Magazine, as per the specifications in the Media Data, shall be agreed upon, within the scope of the parameters defined by the print documents. This shall only apply provided the Client complies with the binding technical specifications of GG Publishing for the creation and transmission of print documents.

9. In case of the cancellation of Advertising Orders by the Client prior to the Advertising Deadline, the Client must reimburse GG Publishing for the production costs incurred up to that point for the production of the advertisement, on production of proof of the actual expenditure.

After the Advertising Deadline, Advertising Orders may only be cancelled with the consent of GG Publishing. Cancellation must be submitted in writing to be deemed valid and effective. Should GG Publishing grant its consent, Sentence 1 shall apply accordingly.

10. Print documents shall only be returned to the Client on special request. The obligation to keep the print documents shall end three months after the first initial distribution of the advertisement.

11. If publication of the Advertisement does not correspond to the quality that is contractually due, the Client shall be entitled to a reduction in payment or a replacement advertisement to the required standard, but only to the extent that the purpose of the advertisement was impaired. GG Publishing shall have the right to refuse a replacement advertisement if:

- This requires an effort which, taking into account the content of the obligation and the principles of good faith, is grossly disproportionate to the interest of the contracting authority in performing the contract, or
- This would only be possible for GG Publishing at disproportionate costs.

If GG Publishing fails to ensure that a replacement advertisement or other advertising medium is published within a reasonable period of time, or if the replacement advertisement is once again not free of defects, the Client shall have the right to a reduction in payment or to cancellation of the Advertising Order. Cancellation of the Advertising Order shall be excluded in the case of insignificant defects to the advertisement. Claims must be submitted within four weeks of the first day of sale, unless the defects are not obvious; such claims must be asserted within one year from the start of the statutory limitation period.

GG Publishing shall be liable for all damages, regardless of whether it results from a contractual breach of duty or from unauthorised action, pursuant to the following provisions: In case of gross negligence, the liability in commercial transactions shall be limited to the replacement of the typical foreseeable damage; this limitation does not apply if the damage was caused by executive managers of the publishing house. In the case of simple negligence, GG Publishing shall only be liable if an essential contractual obligation has been violated, a guarantee has been assumed or fraudulent misrepresentation has been made. In such cases, the liability shall be limited to the typical foreseeable damage. In case of liability only for the typical foreseeable damage, there shall be no liability for indirect damage, for consequential damage caused by defects, or for loss of profit. In case of claims pursuant to the German Product Liability Law ("Produkthaftungsgesetz"), and in the case of injury to life, body or health, GG Publishing shall be liable as per the legal provisions. All claims directed against GG Publishing that arise from a contractual breach of duty shall lapse within one year from the legal beginning of the statutory limitation period, unless they are the result of intentional behaviour.

12. Minor deviations in colour and tonal value may be caused by the printing process. Proofs shall only be supplied upon explicit request. The Client shall be responsible for the correctness of the proofs sent. GG Publishing shall take into account all corrections to any errors that it received up until the Advertising Deadline, or within the period agreed when the proof is sent.

13. The invoice must be paid within the period of time shown on the invoice, unless another payment period or advance payment has been agreed upon in individual cases, in writing at the least. Any discounts for early payment shall be granted in accordance with the price list shown in the Media Data. GG Publishing reserves the

right to demand advance payment on the date of the Advertising Deadline for justified reasons, such as the commencement of a new contractual relationship. With the Closure of the Advertising Order, **the ordering Agency shall cede its claim for payment against the Agency Client in this respect to GG Publishing as a precaution**, which shall duly accept this assignment. GG Publishing shall be entitled to disclose this assignment for security to the Agency Client, if the ordering Agency is at least thirty days in arrears with the payment of the invoice issued by the publishing house.

14. In the event of a default or deferment of payment, the usual bank interest and collection costs shall be charged. In the case of a default of payment, GG Publishing shall be entitled to postpone the further execution of the current order until payment has been made and demand advance payment for the remaining advertisements. In the case of any justified doubts as to the solvency of the Client, GG Publishing shall be entitled, even during the term of an advertising contract, to make the publication of further advertisements dependent on the advance payment of the amount by the Advertising Deadline, and on the settlement of outstanding invoice amounts, regardless of an originally agreed payment term. The Client shall only be entitled to offset against claims made by the publisher with undisputed or legally established claims.

15. GG Publishing shall provide a copy of the advertisement on request. Depending on the type and scope of the Advertising Order, advertisement cuttings, copies of the advertisement pages, or copies of full issues shall be delivered. If a copy can no longer be obtained, a legally binding certification from the publishing house regarding the publication and distribution of the advertisement shall be provided in its place.

16. In the relationship between GG Publishing and the Client, the current price list published by GG Publishing in the latest version of its Media Data shall apply. In case of any doubt, prices clearly agreed upon in the Advertising Order shall take precedence.

17. GG Publishing shall be entitled to change these GTC and the advertisement prices at any time with effect for the future. These changes to conditions shall be communicated to the Client in writing. If the Client does not object to the validity of these new conditions within four weeks after this notification, these conditions shall be deemed as accepted by the Client and thus become part of this contractual relationship. Notification to the Client shall contain a separate reference to the importance of the aforementioned deadline. The Client shall be obliged to send any objection to GG Publishing within the aforementioned period. Any changes to the GTC and price list for Advertising Orders already placed shall be effective provided they are announced by GG Publishing at least one month prior to publication of the advertisement; in this case the Client shall have the right to withdraw from the contract. The right of withdrawal must be exercised within 14 days in writing after receipt of the notification of change or changes to the GTC or price list.

18. With the exception of the following provisions, discounts shall not be granted to advertisers who also place Advertising Orders for other advertisers with the intention of claiming a joint discount. GG Publishing shall reserve the right to grant an ordering Agency such discounts or rebates that are independent of the individual Advertising Order or advertiser. Unless expressly stated otherwise, the staggering of discounts in the price lists refers to the placements for one advertiser per placement year.

19. The Client shall ensure that they own all the necessary rights for the placement of the advertisement. The Client alone shall be responsible for the content and the legal admissibility of the text and image documents provided for the placement, as well as for the advertising material supplied. In particular, GG Publishing shall not be obliged to check orders and advertisements to verify whether they infringe on the rights of any third parties. The Client shall ensure, in particular, that they have acquired the rights to the photographs provided by him, the real estate depicted in them, and, if applicable, to any objects depicted in them that are required for admissible publication in the selected publication. This shall apply in particular to the acquisition of the rights of the photographers, the architects of the real estate, and other copyright holders (e.g. the originators of the works of art, items of furniture etc. depicted in the photographs), the stylists and the owners of the real estate. Furthermore, the Client shall guarantee that the people depicted in the photographs have, if applicable, consented to the publication and promotional use of their image.

Within the scope of the Advertising Order, the Client shall indemnify GG Publishing from any and all claims made by third parties that may arise due to any violation of legal provisions or third-party rights. Furthermore, the Client shall exempt GG Publishing from the costs of its own necessary legal defence.

The Client shall be obliged to support GG Publishing in good faith with information and documents in any legal defence against third parties. Within the context of the purpose of the advertisement, the Client shall grant GG Publishing all copyrighted rights of use, ancillary copyrights and other rights necessary for the execution of the contract to print the advertisement in the Publication, in particular the right to duplicate, distribute, transmit, broadcast, make publicly available, extract and retrieve from a database, and transfer to third parties within the framework of the execution of the contract and, in terms of time and content, to the extent necessary for the execution of the order. Furthermore, the contractual partner shall provide the information required for the copyright notices. The Client shall also grant GG Publishing the necessary usage copyrights, ancillary copyrights and other rights to reproduce and distribute these advertisements online on the websites of GG Publishing and its titles (in particular as part of the "eMagazine" – edition of the magazine). GG Publishing shall be entitled to transfer the aforementioned rights in whole or in part to Engel & Völkers AG, as well as to the companies associated with it, as per Clause 15 ff. of the German Stock Corporation Act (AktG).

20. In cases of operational disturbances or of force majeure, illegal industrial action, illegal confiscation, traffic disturbances, general raw material or energy shortage and the like – both affecting the operations of the publishing house and any third-party companies that GG Publishing makes use of to fulfil its obligations – GG Publishing shall be entitled to full payment of the published advertisements if the object of the publishing house has been delivered by GG Publishing with 80% of the average circulation sold or otherwise assured by GG Publishing during the last four quarters. In case of deliveries by GG Publishing not meeting this level, the invoice amount shall be reduced by the same ratio as the guaranteed circulation figures compared to the actual delivered circulation figures. GG Publishing shall reserve the right to postpone publication dates for current reasons. The Client shall not be entitled to make any claims against GG Publishing.

21. The Client requires the prior written consent of GG Publishing for the complete or partial transfer of their rights and obligations from the Advertising Order. GG Publishing shall be entitled to use third parties, especially those of an affiliated company of the Engel & Völkers Group, as defined by Clause 15ff. of the German Stock Corporation Act (AktG).

22. Unless expressly agreed otherwise, the contracting parties shall treat the content of the Advertising Order, in particular the prices and conditions, as strictly confidential. This shall not apply if disclosure is ordered by a court or official authority, or if it is necessary to enforce their own rights against the respective other party to the contract. Furthermore, GG Publishing shall be entitled to disclose the contents of the Advertising Order to any third parties involved in accordance with Clause 21 Sentence 2.

23. Amendments or additions to these GTC must be made in writing in order to be effective. This shall also apply to any waiver of the written form provision.

24. If a provision of these GTC is or becomes ineffective, this shall not affect the effectiveness of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

25. The place of performance shall be GG Publishing. In business transactions with traders, legal persons under public law, or special funds under public law, the place of jurisdiction for any legal actions shall be the registered office of GG Publishing. Insofar as claims of GG Publishing are not asserted in dunning proceedings, the place of jurisdiction for non-traders shall be determined by their place of residence. If the domicile or usual place of residence of the Client, including non-traders, should be unknown at the time of the commencement of legal action or if the Client has moved their domicile or usual place of residence outside the scope of the law after closure of the contract, the registered office of GG Publishing shall be agreed as the place of jurisdiction.

26. German substantive law shall apply, excluding any regulations governing referrals.