

General Terms and Conditions of GroupM Digital Germany GmbH

Date: January 27th, 2020

1. Basics

1.1 GroupM Digital Germany GmbH ("**GROUPM**") has its offices on Derendorfer Allee 4, in D-40476 Düsseldorf and is one of the leading agencies for digital marketing in Germany. GROUPM is a subsidiary of WPP plc.

1.2 The present General Terms and Conditions of GROUPM ("**GTC**") become an integral part of the contract ("**Contract**") concluded between GROUPM and the client ("**Client**"), unless the contracting parties conclude an agreement in deviation thereof.

1.3 The conclusion of the Contract, any subsequent amendments and supplements to the Contract and notices of termination, reminder, settings of deadline and other declarations of will must be in writing. This also applies to a waiver of the written form. Instead of the written form, electronic form (Section 126a German Civil Code, *BGB*) or text form (Section 126b *BGB*) shall suffice. The contracting parties clarify that the conclusion of the Contract and any subsequent amendments and supplements to the Contract through the exchange of signed .pdf copies and the use of such services as DocuSign or Adobe sign comply with the form requirement. Section 127(2) *BGB* shall not apply in all other respects.

2. Services of GROUPM

2.1 GROUPM reserves the right to expand or change the offered work performance and services, or to implement improvements. GROUPM will be specifically entitled to a change of the services if these are based on a change which is mandated for GROUPM by a contracting party or on basis of changes to the legal regulations or the applicable law.

2.2 GROUPM shall grant the Client the right, which can be revoked at any time and which is non-exclusive and non-transferable, to the use of the software, applications or similar programs, which are made available to the Client by GROUPM on the basis of the provisions of the Contract concluded between GROUPM and the Client. The aforementioned rights will automatically expire in the event the Contract between GROUPM and the Client is terminated, independent of the respectively arisen reason for termination.

2.3 With regard to out of home media ("**OOH**") GROUPM may coordinate with OOH specialist agencies (including but not limited to Kinetic, WPP's OOH specialist agency) in relation to OOH media planning and buying. GROUPM will provide OOH media planning and coordination services and GROUPM is remunerated for these services through the fees agreed with the Client. The OOH specialist agency will provide OOH media planning and buying services but their remuneration for these services is not funded by the fees agreed with the Client. Therefore, the OOH specialist agency's services are funded by the OOH media vendors via a specialist agency commission, which is a commission payable by media vendors to specialist agencies (including GROUPM's affiliate Kinetic) engaged in the provision of OOH media services and retained by such specialist agencies as remuneration for providing the services.

3. Obligations of the client

3.1 The remuneration to be paid by the Client will be determined by and results from the Contract between the Client and GROUPEM.

3.2 Objections against quantity and price of the supplied services shall be submitted in writing to the address stated as sender in the invoice directly after the receipt of the invoice. Objections must be received by GROUPEM at the latest within six (6) weeks as of the invoice date. Failure to submit objections in timely manner will be deemed approval. Statutory claims of the Client in case of objections raised after the elapse of the deadline will remain unaffected.

3.3 The monthly amount payable to GROUPEM under the Contract shall be invoiced after the end of each month to the end of that month. All other payments for services or for externally contracted services charged to the Client shall be invoiced after the end of the month in which they are incurred, to the end of that month.

3.4 The contractually agreed upon remuneration will be due fourteen (14) days after receipt of a written invoice by the Client.

3.5 All prices are subject to value added tax at the respective statutory rate.

3.6 In the event of negative credit review of client, the Client shall prepay all services.

3.7 GROUPEM permits a series of media vendors to collect their due receivables from GROUPEM via SEPA company direct debit. For the associated credit risks, the additional accounting expenses, as well as loss of interest GROUPEM receives a remuneration from the relevant media vendors, who profit from higher cash flow security, reduced credit insurance costs and interest benefits. Should the Client also permit GROUPEM to collect GROUPEM's due receivables from the Client via SEPA company direct debit, such remuneration paid by the media vendors will be passed on pro-rata in the full amount to the Client.

3.8 The Client grants GROUPEM and the relevant publishers the right, for the duration and purposes of the Contract, to disseminate content delivered by the Client over the Internet worldwide, to present it on websites and thus to keep it accessible to everyone, and to make the content usable for mobile terminals such as mobile telephones, PDAs and other fields of IT.

3.9 Such grant of rights also includes

3.9.1 The multimedia and online right, being the right to digitise the delivered content, to store it on any media, to combine it as part of a multimedia production with other works, in particular with advertising, to make it interactively usable by electronic or other means and to reproduce, disseminate, hire out and/or lend on any data storage media, and to make the delivered content accessible for online use in such a way that members of the public or closed user groups obtain access at places and times of their choice; and

3.9.2 the database right, being the right to digitally record the delivered content, in particular in electronic form, and to store and process said content on all known storage media either on its own or in conjunction with other elements, in particular other works, including other advertising.

3.10 The Client grants GROUPEM and the publisher, for the purpose of the Contract, the non-exclusive right, unlimited geographically and in respect of content, to reproduce and disseminate during the term of the Contract, by digital and other IT means, the name, logo, company name and trademark of the Client, including all other brand names belonging to the Client and including all embodiments and

variants thereof, whether protected by company or trademark law or not. The company logo of the Client may only be used in connection with the subject-matter of the Contract.

3.11 GROUPEM has the right to use parts of the delivered content for teasers or links in third-party online sites (Internet, Mobile, Extranet, Intranet). GROUPEM also has the right to link the delivered content to specific search terms that users enter in search boxes on third-party sites. Both forms of use also include the right to use the image material included with the delivered content.

3.12 In the meaning of an independent guarantee commitment, the Client guarantees having all rights in its entitlement which are required for the implementation of the Contract in their full scope and to be able to assign these rights to the required extent to GROUPEM without thereby infringing upon the rights of third parties. The Client guarantees in particular that it holds the proprietary rights in the meaning of the German Copyright Act and other industrial property rights for the contents made available by it and that it is authorised for the publication and dissemination to third parties for the purpose of publication to the extent required for the implementation of the Contract. The Client will be solely responsible for the correctness of its contents and will be solely liable for any rights infringements. The Client guarantees that the contents delivered by it and their use by GROUPEM, as well as the links to further pages, do not violate the respectively applicable legal order. In particular, the Client guarantees that it will not transmit any contents whose advertising or distribution is a breach of applicable and that it will neither transmit any input containing viruses, Trojans or other similar programs, which are suitable for damaging, secretly intercepting or deleting data or systems.

3.13 In the event of a breach of Section 3.12 hereof, the Client shall immediately remedy the violation, compensate GROUPEM for any damage created by the violation and shall indemnify GROUPEM from all claims filed by third parties on the basis of the violation and shall compensate the created costs for the legal defence in full amount. The following liability limitations stated in Section 4.1 hereof are not applicable to such event. In the case of a legal proceeding against GROUPEM as a consequence of such a violation, the Client shall enter the lawsuit in support of GROUPEM at the request of GROUPEM. In case of a violation, GROUPEM may immediately discontinue its services and terminate the Contract without notice.

4. Liability of GROUPEM

4.1 In the event of liability independent of fault, the contracting parties will only be liable - regardless of the legal reason - in the following cases:

4.1.1 injury to life, body or health caused by an intentional or negligent breach of duty by a contractual party or an intentional or negligent breach of duty by a legal representative or assistant of a contractual party; or

4.1.2 damages caused by an intentional or grossly negligent breach of duty by a contractual party or an intentional or grossly negligent breach of duty by a contractual party's legal representative or assistant

In case of a breach of relevant contractual obligations on basis of simple negligence, the liability will be limited to the typically predictable damage. The liability is in this regard limited to an amount of 100% of the annual contract value (remuneration exclusive of third-party services).

4.2 The aforementioned liability limitations will not apply in cases of obligatory statutory liability, in particular under the laws of product liability.

4.3 Irrespective of any shorter statutory periods, all claims against GROUPM resulting from the Contract must be filed in court within one (1) year after their creation. Contrary obligatory statutory periods will remain unaffected thereof.

5. Warranty

5.1 GROUPM provides works in a manner that meets substantially the agreed characteristics. In case of deficiencies, Client shall immediately notify GROUPM in writing by providing an exact description of the problem and all useful information to remedy the deficiency. GROUPM does not make any guarantee whatsoever, especially not for certain characteristics.

5.2 In case of substantial deficiencies proven by client, GROUPM shall provide supplementary performance through either delivery of a deficient free work or by remedy of the deficiency – the choice being at GROUPM's entire discretion. During supplementary performance, reduction or rescission are excluded. The Client is not entitled to reimbursement of expenses by Client or by third parties commissioned by client. In case supplementary performance ultimately fails, Client is entitled to reduction or rescission.

5.3 The limitations set forth in Section 4 hereof apply to claims of damages or reimbursement of expenses caused by deficiencies. The Client shall no other rights than the ones set forth in Section 5.2 in relation to deficiencies.

5.4 All rights in relation to deficiencies for remedy lapse – except in case of intent – one (1) year after acceptance of work. The rights in relation to deficiencies are excluded if the Client cannot prove a deficiency as set forth in Section 5.1 hereof.

6. Term and Termination

6.1 The term of the Contract results from the Contract or the separate agreement between the Client and GROUPM.

6.2 Each party may terminate the Contract at any time upon four (4) weeks written notice toward the end of a month, after expiration of the minimum contract term as provided in the Contract and its possibly agreed automatic prolongation. The date of receipt of the notification will be decisive for the adherence to the period.

6.3 The above is without prejudice to the right to terminate without notice for good cause (*fristlose Kündigung aus wichtigem Grund*). Examples of good cause include, in particular:

6.3.1 Discontinuation of business activity by a party;

6.3.2 Discontinuation of payments, or inability to pay on the part of a party;

6.3.3 Failure to remove, within four weeks, a writ of seizure against the assets of a party;

6.3.4 Opening of insolvency or composition proceedings against the assets of a party, or the refusal to open such proceedings due to lack of assets;

6.3.5 Breach of a contractual obligation by a party, despite substantial warning by the other party; and

6.3.6 Changes in ownership and control affecting more than 50% of the share capital of the party.

Reasons entitling GROUPM to cancellation without notice for cause include but are not limited to the cases that existing contractual relationships with other GROUPM partners are put at risk due to the Client's behaviour, or the Client is in default with payment in two (2) consecutive months, or the Client violates material provisions of these GTC.

6.4 Any notice of termination must be in writing to obtain effect.

6.5 Upon termination of the Contract, GROUPM shall, if so requested in writing by the Client, provide the required services that will enable the Client to hand over the terminated range of services to a third party or to employees of the client ("Termination Support"). In the aforementioned request, the required services must be specified as exactly and comprehensively as possible. The Client shall arrange for the request to be delivered to GROUPM immediately after notice of termination or other ending of this Contract (the date of service to GROUPM is the relevant criterion).

6.6 The obligation to provide Termination Support shall apply for a maximum of two (2) weeks after termination of the Contract. For services that must be performed in the context of Termination Support, GROUPM has the right to demand a reasonable payment for the services it provides. The arrangements in the Contract shall be taken into account when calculating said payment.

7. Force Majeure

If, due to force majeure, e.g. war or civil unrest, natural disasters or fire, epidemics or quarantine, government measures or similar circumstances, contractual obligations cannot be honoured at all, in a timely manner or in accordance with the Contract, then the respective contracting party is exempted, to the extent of such impacts, from honouring such obligations. The contracting parties shall inform each other without delay about any cases of force majeure.

8. Consent for the Use of Business Information Sources

The Client grants its consent for GROUPM's transmission of data on basis of behaviour in violation of Contract (e.g. termination on grounds of failure to make payment, applied for court order to pay in case of undisputed receivables, as well as enforcement measures).

9. Confidentiality and data protection

9.1 The contractual parties shall treat the content of the Contract confidentially as well as all information, documentation and data that is not publicly accessible and will not make it available to third parties. In this context, third parties are defined as entities that are not affiliates according to Sections 15 et seq. of the German Companies Act (*AktG*), as well as professional advisers of the contracting parties who are obligated to secrecy by way of agreement, professional ethics or law, and who are involved in the conclusion, assessment or execution of the Contract on behalf of one of the contracting parties. This applies in particular to auditors, tax advisers, attorneys and management consultants. The contracting parties undertake to take all appropriate measures in order to fulfil the obligations under this provision. This shall continue to apply for a period of two (2) years after the Contract has terminated.

9.2 Such obligation shall not apply

9.2.1 Insofar as the disclosure is required for the fulfilment of the Contract,

9.2.2 Insofar as the Contract or a contracting party expressly authorises the other party for disclosure,

9.2.3 Regarding information, which has already been generally accessible and known at the time of disclosure, unless the disclosure relates to the dissemination of address data,

9.2.4 Regarding information, which has been independently compiled without the use of the confidential information of the other contracting party,

9.2.5 insofar as a contracting party is obligated for disclosure of the information for legal reasons or on basis of official or court order, or

9.2.6 insofar as confidentiality opposes the exercise of own claims.

The contracting party claiming one of these exceptions will also have the burden of proof.

9.3 Upon termination of the Contract either contracting party will be entitled at any time, and, following a written demand from the other contracting party, will be under an obligation, immediately to destroy all information and documents, including machine readable information and documents, all software and all items and other materials – including copies made of these and / or copy items constructed, including in so far as these are electronic in nature, and to submit a written confirmation of this to the other contracting party. This will not apply if the receiving contracting party is obliged, under the statutory retention obligations, to retain such items independently (such retention may not be delegated to third parties), or in so far as the information and documents may be needed for evidence purposes due to ongoing or pending lawsuits. Information is also excluded from the obligation to destroy it if it is secured automatically by backups made by data backup systems to which there is no systematic access, and data for which there is a continuing right of use. Otherwise there will be no right of retention.

9.4 The contracting parties are obligated to observe and adhere to all regulations under data protection laws.

9.5 If there is any change in the Client data as specified at the time of contract conclusion, which shall be given truthfully and completely by the Client, the Client shall immediately correct of the original data.

10. Data Ownership

10.1 In the course of providing the services in respect of digital media GROUPEM and GROUPEM Affiliates (as defined below) receive and generate data in the following categories:

10.1.1 “Log Level Data” (aka Event Level Data or Impression Level Data): This data is generated in relation to each individual impression served during a client campaign. It is collected by GROUPEM from technology platforms such as Demand Side Platforms (DSP) and ad servers. This data generally includes time stamp, browser type/version, operating system, referrer URL/site ID, advertiser ID, campaign ID, and ad placement ID. This data belongs to the party from whom it originates.

10.1.2 “Interaction Data”: This is data collected from Client Properties (**“Client Properties”** means any websites, social media pages, mobile apps and / or other digital properties that are owned, controlled or operated by or on behalf of the Client) about consumer engagement with Client Properties and / or associated served impressions (e.g. clicks or conversions). It is generally collected using cookies, pixels,

or similar code or technology. This data originates from the Client and accordingly belongs to the Client.

10.1.3 “Advertiser Data”: This is collectively (i) data provided by Client to GROUPEM and (ii) Interaction Data (as described above). Advertiser Data will be used by GROUPEM only for Client campaigns. This data belongs to Client.

10.1.4 “Campaign Reports”: These are reports about the performance of Client’s campaigns that are provided by GROUPEM to Client. GROUPEM may aggregate Log Level Data and Advertiser Data (in each case as described above) to generate such reports. These reports belong to Client.

10.1.5 “Platform Data”: This is any data (except Interaction Data) collected by GROUPEM Affiliates when providing Proprietary Media and/or when providing or utilising [m]Platform (which is GROUPEM’s audience intelligence and activation solution) and may be used by GROUPEM Affiliates for the benefit of all their clients in providing their Proprietary Media products (according to Section 11 hereof) and services and [m]Platform. This data may include contextual information about: the applicable digital property; geolocation; and, information about the applicable device and/or browser. It may be collected using Digital Identifiers (**“Digital Identifiers”** means operating-system/platform-level, browser-level and/or application-level identifiers (for example, Apple’s IDFAs, Google’s Advertising IDs, and cookie IDs) and similar identifiers used to identify unique users) of GROUPEM Affiliates’ operating-system/platform-level or browser-level. This data belongs to the relevant GROUPEM Affiliates.

11. Proprietary Media

11.1 In the event that GROUPEM provides Proprietary Media to Client, the following shall apply including the definitions set out below.

11.1.1 “Media Plan” means a media plan, schedule, estimate, order, presentation or other agreement.

11.1.2 “Proprietary Media” means products and related services designated as Proprietary Media or Inventory Media, and includes the following:

11.1.2.1 Media acquired by Proprietary Media Partners at their own cost and/or risk without purchase authorization from a specific client, including media acquired under Proprietary Media Partners’ and/or their partners’ license agreements for programming to program licensors;

11.1.2.2 Products and related services provided by Proprietary Media Partners where the products/services are offered bundled together with media - including all products/services offered by Xaxis, Light Reaction, Triad Retail Media, plista and Finecast; and

11.1.2.3 Additional products and related services that may be developed by Proprietary Media Partners and presented to the Client by GROUPEM from time to time.

11.1.3 “GROUPEM Affiliates” means any direct or indirect affiliate, holding company or sister company of GROUPEM in which GROUPEM’s ultimate parent company (WPP plc) has an ownership interest.

11.2 GROUPEM shall not provide any Proprietary Media to the Client until the Client has approved a Media Plan which indicates that it includes Proprietary Media. On Client written request, GROUPEM will define media performance benchmarks for Proprietary Media prior to the approval of the relevant Media Plan.

11.3 Proprietary Media is sold at a fixed price and this will be the price set out on the Media Plan. The fixed price for Proprietary Media is inclusive of all discounts and / or rebates associated with such media. Any GROUPEM fees and VAT or equivalent taxes are as set out in the Contract.

11.4 GROUPEM and GROUPEM Affiliates will not disclose the underlying cost of Proprietary Media or return any discounts or rebates associated with such media to the Client. GROUPEM will permit an audit of invoices received by GROUPEM from Proprietary Media Partners relating to Proprietary Media, but given the fixed price, the invoices and the underlying costs and transactions between the relevant Proprietary Media Partner and other third parties and any data collected or generated will not be subject to audit.

11.5 If any approved Media Plan which is cancelled at Client's request contains Proprietary Media, GROUPEM shall invoice the Client for the full cost of that Proprietary Media on the Media Plan, unless GROUPEM is able to sell on this cancelled Proprietary Media to another client, in which case the amount payable to GROUPEM shall be the shortfall between the price of the Proprietary Media on the Media Plan and the price at which GROUPEM was able to sell on the cancelled Proprietary Media. GROUPEM is still entitled to payment of fees as if the Media Plan had been fully implemented.

11.6 If Interaction Data are collected from the Client Properties, the Client shall ensure that Client Properties from which Interaction Data is collected have in place an adequate privacy notice and privacy controls and all other necessary mechanisms to enable such data to be collected and used as set out in Section 11 hereof, including for interest-based advertising, retargeting and modeling. The Client shall ensure that any other data collected by a third party contracted to the Client and provided to GROUPEM for or on behalf of the Client has been collected on the same basis.

12. Advertising materials and press releases

The contracting parties undertake not to make any public statements or disclose or publish any other information in connection with the Contract and the information contained therein without the prior written consent of the other contracting party. This restriction will also apply to information material and brochure material.

13. Final provisions

13.1 The Contract concluded between GROUPEM and the Client as well as its implementation is governed exclusively by the laws of the Federal Republic of Germany under exclusion of its conflict of laws provisions and of the United Nations Convention on the International Sales of Goods from 11 April 1980.

13.2 Exclusive place of jurisdiction for all disputes arising from the Contract is Düsseldorf, insofar as is legally permissible.

13.3 The respectively current version of these GTC shall apply at the time of the conclusion of the Contract. Contradictory general terms and conditions of the client will not apply. These GTC as amended from time to time shall apply as a framework agreement for future contracts, without GROUPEM having to reference these GTC again for each future contract.

13.4 GROUPEM reserves the right to amend its GTC at any time for future business transactions. In this case, the intended change must be communicated to the Client in writing. The changes will be deemed

approved if the Client does not raise objections in writing. GROUPEM shall provide a special notice as to this consequence in the announcement of the changes. The written objection must be received by GROUPEM within six (6) weeks of the notification of the changes. If such objection is raised, the Contract will remain in force without the proposed changes. The right of the contracting parties to terminate the Contract remains unaffected thereof.

13.5 GROUPEM is entitled to transfer all rights and obligations from this Contract to a company that is an affiliate of GROUPEM according to Sections 15 et seq. AktG.

13.6 The Client may only offset claims which are undisputed or found to be legally valid against the claims of GROUPEM. The Client may only claim a right to retention if the respective claims are based on the same contractual relationship.